

**Child and Adult Care Food Program for  
Afterschool At-Risk, and Summer Food Service  
program  
Permanent Agreement Between Sponsoring  
Organization and Site**

<b>Name of Sponsoring Organization</b>
<b>Address of Sponsoring Organization (Street, City, State, ZIP)</b>
<b>Name of the Site where the Sponsoring Organization will be operating</b>
<b>Physical Address of Facility (Street, City, State, ZIP)</b>
<b>Mailing Address of the site, if different from physical address (Street, P.O. Box, City, State, ZIP)</b>

### Agreement

**This permanent agreement specifies the rights and responsibilities of the above-named Sponsoring Organization (Sponsor) and the site as participants in the Child and Adult Care Food Program, Afterschool At-Risk (AT-RISK) and/or Summer Food Service Program (SFSP). By signing this permanent agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated. The Sponsor may terminate the permanent agreement for cause, convenience or mutual consent or solely by the facility without cause or mutual consent. If the Site Authorized Representative or Sponsoring Organization Authorized Representative change, this agreement is null and void.**

**Please indicate by marking the box or boxes beside the program or programs in which you participate:**

CACFP At-Risk       Summer Food Service Program

### Shared Responsibilities

1. Record daily the:
  - a. menus, food items and quantity used to serve children;
  - b. meal type and meal count (taken at the point of service) served to each child; and
  - c. roster of children in attendance for CACFP At-Risk only (attendance must be kept separate from the actual meal count).

Who is responsible for making sure this happens? (List Sponsor, Organization, or Facility and Title/Position responsible)

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Where will the meal records owned by the sponsor be kept? \_\_\_\_\_

2. Only claim creditable meals served to children (as defined by USDA regulation) during the \_\_\_\_\_ approved AT-RISK and/or SFSP meal times. Who is responsible for making sure this happens? (List Sponsor, Organization, or Facility and Title/Position responsible)

## Rights and Responsibilities of the Sponsor

### The Sponsor agrees to:

1. Be organized primarily to provide care for children after school or on weekends, holidays, or school vacations during the regular school year (an at-risk afterschool care center may not claim snacks during summer vacation, unless it is located in the attendance area of a school operating on a year-round calendar).
2. Have organized, regularly scheduled activities that include education or enrichment activities for CACFP At-Risk (i.e., in a structured and supervised environment).
3. Except for *Emergency shelters* as defined in §226.2, be located in an eligible area, as described according to regulatory requirements in paragraph (i) of this section.
4. Train site supervisor according to AT-RISK and/or SFSP requirements.
5. Provide Technical Assistance (TA) when problems are cited during monitoring visits, upon request from the site, and/or as needed.
6. Provide appropriate record-keeping forms on site at no charge, and ensure the site maintains records on-site according to AT-RISK and/or SFSP record-keeping requirements.
7. Ensure all meals claimed meet AT-RISK, and or SFSP requirements.
8. Only serve State Agency approved meals;
9. Conduct announced and unannounced monitoring reviews of the facility's food program operation according to AT-RISK and/or SFSP requirements during the site's normal hours of operation, including weekends, if applicable. Photo ID is required of all sponsor's staff.
10. Submit changes to the site to the state agency for approval. These changes include all information stated in the site application in the SNP system online.
11. Ensure all Sponsors operating AT-RISK and/or SFSP maintain and possess documented evidence of a current health inspection certificate issued by the Arkansas Department of Health and a current fire inspection certificate from the local fire department. All Sponsors must be ServSafe certified by January 2021.
12. Notify the site in writing when terminating this permanent agreement to participate in the AT-RISK and/or SFSP. The Sponsor will give a 10-day written notice when terminating without mutual consent. If the health or safety of a participant is at risk, the Sponsor may terminate the permanent agreement without prior notice. The Sponsor must notify the State Agency and ensure public notification.
13. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a facility based on race, color, national origin, sex, age or disability.
14. Accept final administrative responsibility for ensuring the site takes reasonable steps to provide services and information, both orally and in written, in all appropriate languages.
15. Responsible for the coordination of clean-up and trash removal for meal service.

## Rights and Responsibilities of the Site

### The site agrees to:

1. Notify Sponsor immediately if there is a need for a change effecting the meal service, including days, times, and/or types of meals served.
2. Receive mandatory AT-RISK and/or SFSP training prior to program participation and annually thereafter.
3. Allow representatives of the Sponsor, State Agency, USDA and other state and federal officials to enter the site, announced or unannounced, to review operations and records during the meal service. Individuals making such reviews must show photo identification of their employment with one of these entities.
4. Serve meals to all participants without regard to race, color, national origin, sex, age or disability.
5. All eligible children participating in AT-RISK and/or SFSP are not charged for meals.
6. Notify the Sponsor in writing if terminating this permanent agreement to participate in AT-RISK and/or SFSP. The site will give a 10-day written notice when terminating without mutual consent. If the site terminates this permanent agreement and want to participate in AT-RISK and/or SFSP under another Sponsor during the same program year, the facility must notify the State Agency. Additionally, a facility may terminate this permanent agreement with its current Sponsor, with proper notice, and apply to participate in AT-RISK and/or SFSP individually as a Sponsor the next fiscal year.
7. May contact the State Agency at any time with questions, concerns, or problems with the Sponsoring Organization.
8. Notify state agency of any changes that occur within this agreement.

#### Special Nutrition Programs

P.O. Box 1437, Slot S-

155 Little Rock, AR

72203-1437 (501)

682-8869

(800) 482-5850 ext. 28869

#### **Certification of Active Agreement**

**We, the undersigned, do hereby make and enter into this contract. By so doing, we do certify that the information contained in this document to be true and correct to the best of our knowledge and is provided for the purpose of obtaining federal financial assistance. We do mutually agree to comply with the AT-RISK federal regulations (7 CFR, Part 226, as amended), Uniform Federal Assistance Regulations (7 CFR, 3015, as amended), and state policies and procedures as issued and amended by the State Agency. The Site does further agree to perform as described in its application for participation in the AT-RISK (including approved amendments to the application). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.**

<b>Effective Date From:</b> _____	until terminated.
_____ Signature – Site Authorized Representative / <b>Title</b>	_____ Date
_____ Signature – Sponsoring Organization Authorized Representative / Title	_____ Date

If for any reason the above agreement is terminated, complete the certification below.

<b>(This section to be completed ONLY when the contract between the Sponsor and the Site is terminated)</b>	
<b>Termination of the above Agreement</b> <b>We, the undersigned, do hereby terminate this contract. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.</b>	
<b>Effective Termination Date:</b> _____	
_____ Signature –Authorized Representative terminating the agreement / Title	_____ Date
_____ Signature – Authorized Representative being terminated / <b>Title</b>	_____ Date