



**Division of Child Care and Early  
Childhood Education  
Health And Special Nutrition Unit**



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**MEMO:** To All Child & Adult Care Food Program (CACFP) At-Risk A Sponsor Organization  
**DATE:** Thursday, January 21, 2016  
**SUBJECT:** Site Agreements  
**EFFECTIVE DATE:** Immediately

The attached "Sponsor Agreement" has been developed by the State Agency and embodies each item required the 7 CFR 226.6 (p). The Attached agreement is a standard form of written permanent agreement between each At-Risk sponsoring organization and all At-Risk sites participating in the Program under such organization.

All CACFP At-Risk Sponsor Organizations shall utilize the attached form and have it completed by all At-Risk sites that are sponsored. Each site agreement shall be signed by the highest authorizing individual for each site. For example, if a site is located on a school campus then the superintendent shall be the signing official.

All renewed CACFP At-Risk site agreements shall be completed no later than March 1, 2016. The completed site agreements shall be uploaded into the documents section of the 2016 CACFP

At -Risk application. Non-compliance with the attached CACFP At-Risk site agreements will affect the Sponsoring Organizations ability to claim for sites not having the attached site agreement.

If you have additional questions you may email them to Linda Pippins  
[linda.pippins@dhs.arkansas.gov](mailto:linda.pippins@dhs.arkansas.gov) or the assigned Health and Nutrition Specialist

AGREEMENT BETWEEN SPONSORING ORGANIZATION  
AND UNAFFILIATED AT-RISK SITE HOST  
FOR THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

**INSTRUCTIONS:** Complete this form for each at-risk site in which the Sponsoring Organization administers the CACFP-AT RISK. **(One copy of this agreement should be maintained on file by the Sponsoring Organization and one copy of this form should be given to the Site Host and one provided to the State Agency.)**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between

\_\_\_\_\_ of \_\_\_\_\_  
(Name of Sponsoring Organization) (Address)

And \_\_\_\_\_ of \_\_\_\_\_  
(Name of Site Host) (Address)

For this location to be operated as a CACFP-At Risk site for the start date of \_\_\_\_\_  
thru the end date of \_\_\_\_\_.

This Agreement specifies the rights and responsibilities of the Sponsor and the Site Host as participants in the U.S. Department of Agriculture's Child and Adult Care Food Program as administered by the State of Arkansas.

The State Agency refers to DCCECE-Health and Nutrition. The Sponsoring Organization refers to Responsible Party approved by the State Agency to operate as a part of CACFP-AT RISK. Site Host refers to the owner, operator or authorized representative of the CACFP-AT RISK location the Sponsor Organization is operating as a Site.

**RIGHTS AND RESPONSIBILITIES OF THE  
SPONSORING ORGANIZATION TO THE SITE HOST**

In accordance with CACFP-AT RISK regulations, the Sponsoring Organization agrees to:

1. Maintain documentation to support CACFP-AT RISK afterschool meals program eligibility:
  - The Site Host must be located in the attendance area of a public school (an elementary, middle, or high school) where at least 50 percent of the students are eligible for free or reduced price meals under the NSLP;
  - Include educational or enrichment activities; and
  - Serve participants who are age 18 or under at the start of the school year.
2. Maintain documentation that supports proof of occupancy. All Sites that receive funds from the Child and Adult Care Food Program (CACFP) must have proof of occupancy, which may include but is not limited to: Business License, State of Arkansas Health Inspection, Fire Marshal Inspection Report, Occupancy Permit, or other state or local government document showing approved building capacity. If required, the sponsor, its employees, and all sites under its sponsorship shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules and regulations. Proof of all licenses and proof of occupancy, shall be provided to the Sponsoring Organization.

3. Train the appropriate Site staff in program requirements and civil rights compliance before participation in the CACFP begins.
4. Offer at least one training session on the Child and Adult Care Food Program (CACFP-AT RISK) regulations per year to all staff. This training shall be conducted after the Sponsoring Organization's attendance at State Agency yearly training.
5. Respond to the Site's request(s) for technical assistance or to correct program deficiencies identified during monitor review(s).
6. Monitor Site operations to assess compliance with the meal pattern, record keeping and other program requirements. Monitor reviews will be conducted at least three (3) times within a twelve (12) month period. The monitoring schedule prepared by the Sponsoring Organization shall be varied and unpredictable. At least two of the three monitor reviews shall be unannounced, with not more than six months between reviews. At least one unannounced review must include observation of a meal service. At least one review must be made during each new Site's first four weeks of Program operations. Should deficiency(ies) be identified during a monitor review, the follow-up review must be unannounced.
7. Maintain monitoring records of the location and dates of all compliance reviews conducted and scheduled, problems noted, and corrective action taken.
8. The Sponsoring Organization has the right and responsibility to visit the Site to review the meal service and any required records during the Site's hours of operations.
9. Notify DCCECE immediately verbally and in writing of health or safety violations observed.
10. Provide CACFP record keeping forms to the Site and offer technical assistance in maintenance of these records.
11. Review all supporting documentation provided by the Site and ensures that all meals/snacks meet meal pattern requirements before the claim is submitted.
12. Ensure that the Site is in compliance with civil rights requirements.
13. The Sponsoring Organization has the right to terminate this Agreement for cause if the Site has failed, in a timely manner, to correct deficiency(ies) in its operation of the CACFP after the deficiency(ies) are identified in writing by the Sponsoring Organization. If a termination action is warranted, the Sponsoring Organization shall issue an Intent to Terminate Letter to the Site and the State Agency at least ten (10) days prior to the effective date of the termination. The grounds for Termination of the Site for cause include, but are not limited to, any of the following:
  - a. Noncompliance with Federal and/or State regulations established for the program;
  - b. The submission of false information to the Sponsoring Organization;
  - c. Failure to maintain adequate records including, but not limited to;
    - i. Daily attendance records/sign-in/out sheets;
    - ii. Daily dated menus;
    - iii. Daily dated meal counts;
    - iv. Meal documentation records
  - d. The claiming of meals not served to eligible participants;
  - e. The claiming of meals not served to participants;

- f. Service of a significant number of meals which did not include required quantities of all required meal components.
  - g. Failure to allow access to the Site to conduct required monitoring and/or training and technical assistance;
  - h. A history of mismanagement in the CACFP; and
  - i. Violations of any responsibilities as defined in this Agreement.
14. The Sponsoring Organization may also immediately terminate this Agreement (including Program payments) after consultation with DCCECE, if the health and safety of the CACFP participants or the public are imminently threatened by the Site.
  15. The Sponsoring Organization may also terminate this Agreement for convenience. A termination of the Site for convenience may occur if the Sponsoring Organization determines that it is not administratively feasible to continue to sponsor the Site. The Sponsoring Organization must notify the Site and the State Agency in writing of such termination prior to the effective date. Notification must occur at least ten (10) days prior to the effective date of the termination.
  16. Maintain original Site records/documentation for a minimum of five (5) years, plus the current year, excluding the current month.
  17. Comply with civil rights requirements, In accordance with Federal law and U.S. Department of Agriculture policy, the facility is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.
  18. The Sponsoring Organization must immediately notify DCCECE in writing of any changes in the Site's license or approved status, emergencies, interruptions of services, time of meal service, and personnel changes. The Sponsor is also responsible for making the necessary changes in their application.
  19. The Sponsoring Organization is required to maintain records in accordance with USDA, DCCECE, and other applicable rules and regulations. These records shall include, but not be limited to:
    - a. Daily Attendance Records and/or Sign-In/Out Sheets for all participants in attendance.
    - b. Daily Menu Records
    - c. Record of Meals Served completed after each meal service.
  20. The Sponsoring Organization must claim only those meals/snacks which meet the Child and Adult Care Food Program requirements for age of participants being served, and for which they are approved.
  21. The Sponsoring Organization must claim only those meals that are served at locations approved by the State Agency.
  22. The Sponsoring Organization must comply with civil rights requirements.
  23. The Sponsoring Organization must serve meals at no charge to participants.
  24. The Sponsoring Organization agrees not to claim reimbursement for meals served to participants who are over the age of 18 at the start of the school year.

25. The Sponsoring Organization shall maintain necessary facilities for the storage, preparation and service of food and milk and ensure that sanitation health standards are in compliance with all applicable state and local laws and rules, if applicable.
26. The Sponsoring Organization will be responsible for clean-up and trash removal.

**RIGHTS AND RESPONSIBILITIES OF THE SITE HOST**

1. The Site Host may make a written request from the Sponsoring Organization for records of claims filed for their site. Sponsoring Organization must provide the records within five (5) business days of receipt of request.
2. The Site Host has the right to immediately terminate this Agreement for cause. A termination for cause must be presented in writing to the Sponsoring Organization when the Sponsoring Organization is deficient in its operation of the CACFP-AT RISK. A copy of this written notification **must** be provided by the Site Host to DCCECE at least ten (10) days prior to the effective date of termination
3. The Site Host may also terminate this Agreement for convenience. A termination of the Agreement for convenience may occur if the Site Host determines that it is not administratively feasible to continue under the sponsorship of the Sponsoring Organization. The Site Host must notify the Sponsoring Organization and DCCECE in writing of such termination prior to the effective date. Notification must occur at least ten (10) days prior to the effective date of the termination.
4. The Site Host agrees not to participate in the CACFP-AT RISK under another Sponsoring Organization or the State Agency while this Agreement is in effect.
5. The Site Host must allow the authorized representative of the Sponsoring Organization, DCCECE, FNS, and/or the General Accounting Office to come into the Site for the purpose of reviewing Child and Adult Care Food Program operations during normal hours of operation. These reviews shall be conducted with or without prior notification, and all authorized staff making such reviews must show photo identification.
6. The Agreement is subject to appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Sponsoring Organization reserves the right to terminate the Agreement upon written notice to the Site Host. Termination shall not be deemed a breach of contract by the Sponsoring Organization. Upon receipt, of written notice, the Site Host shall cease all work associated with the Agreement.
7. CACFP AT Risk Records will be maintained for review at the Sponsoring Organizations address:
8. The Site Host may contact DCCECE with any questions, concerns or problems with the Sponsoring Organization's operation of the CACFP-AT RISK program at the following number (501) 682-8869.

**One copy of this agreement should be maintained on file by the Sponsoring Organization and one copy of this form should be given to the Site Host and one provided to the State Agency**

This Agreement is not considered in effect until it is approved by the Sponsoring Organization and Site Host. This Agreement does not constitute a rental agreement between Sponsoring Organization and the Site Host. A separate rental agreement between the Sponsoring Organization and Site Host is required to be provided to the State Agency for approval.

We certify that the Site Host is not participating in the CACFP-AT RISK under another Sponsoring Organization. We agree to comply with the right and responsibilities outlined in this Agreement, and understand that this information is being given in connection with the receipt of federal funds. We agree that DCCECE may, for cause, verify the information in this Agreement, and that deliberate misrepresentation of the information in this Agreement may subject us to prosecution under applicable state and criminal statutes.

\_\_\_\_\_  
Authorized Representative Signature of  
Site Host

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Authorized  
Representative of Site Host

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature of Sponsor Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Sponsor Board President

\_\_\_\_\_  
Phone Number