CACFP Agreement # _____

CACFP
Child and Adult Care Food Program
New York State Department of Health

AGREEMENT BETWEEN THE STATE and Sponsoring Organizations of Centers

Name of Sponsor _____ Telephone No. _____

Address (including zip code) _____

In order to carry out the purpose of Section 17 of the National School Lunch Program, as amended, and the Regulations governing the Child and Adult Care Food Program (referred to as "CACFP") set forth in 7 CFR Part 226 and Section 3 of the Child Nutrition Act of 1966, as amended, the New York State Department of Health (referred to as the "State") and the institution (referred to as the "Sponsor") whose name and address appear above, enter into the following agreement effective _____. This agreement is binding on the Sponsor as long as it receives funds from the State or has a program fund balance. The agreement may be terminated by mutual consent between the State and the Sponsor or by the State for breach of this agreement or other reasons of cause.

A) THE SPONSOR agrees:

1. To accept final administrative and financial responsibility for management of a proper, efficient and effective non-profit food service program for CACFP operations at all centers listed in the Sponsor's approved Application for Participation and Management Plan (DOH-3706) and all Application(s) for Participation of Individual Centers (DOH-3682, 3868, and/or 4154) and all other documents submitted to the State as may be amended from time to time.
2. To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, FNS Instructions and Circulars, 7 CFR Parts 3015, 3016 and 3019 Uniform Federal Assistance Regulations which are further described in policy memos issued by the United States Department of Agriculture (USDA) or State.
3. Not to transfer any of its rights and responsibilities.
4. To comply with all requirements of Title VI of the Civil Rights Act of 1964 (P.L.88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the USDA regulations concerning non-discrimination (7 CFR parts 15, 15a and 15b).
5. To maintain a non-discrimination policy that no person will be subjected to discrimination, excluded from participation, or denied benefits, on the basis of race, color, national origin, sex, age or disability. The sponsor will annually review its operations to assure compliance with this non-discrimination policy.
6. To obtain State approval for any new center or site prior to claiming CACFP reimbursement.
7. To serve meals that meet the meal pattern requirements as specified in CACFP regulations.
8. To only claim those meals which have been approved by the State and served to children or adults in attendance.
9. To use CACFP funds exclusively for its participation in CACFP and primarily for food to provide reimbursable meals to participants and improve the overall food service.
10. To permit State or Federal officials with photo identification, to make announced or unannounced visits during normal work hours to observe CACFP operations and to review any records, books and accounts needed to determine compliance with CACFP regulations and civil rights laws.
11. To notify the public about its non-discrimination policy and procedures for filing a complaint. The Sponsor will also annually collect data on the racial/ethnic categories of the participants in care and maintain records and submit reports as required to the State and USDA to demonstrate compliance with non-discrimination laws and regulations.
12. To maintain a financial management system which follows generally accepted accounting principles and procedures.
13. To comply with all applicable Federal audit requirements. If an audit is required, it will meet the requirements of 7 CFR, Part 3052. The audit report must be submitted within 30 days of the Sponsor's receipt of the audit report from the independent auditor, or nine months after the end of the audit period, whichever is sooner.
14. To maintain complete and accurate records, including those to support each monthly claim for reimbursement, for the past three fiscal years plus the current year, or until resolution of any outstanding reviews or audits.
15. To submit to the State monthly claims for reimbursement on the form required by the State. The initial claim must be submitted within 60 days following the last day of the claiming month. Any claim submitted for reimbursement within the 60-day time frame may be adjusted up to 90 days following the last day of the month covered by the claim.
16. To repay any overpayments or unearned money upon demand, if the State determines that the reimbursement earned during a fiscal year is less than the amount paid.
17. That if it is a for profit center, or has a for profit center under its administration, to only claim reimbursement for meals served in months when 25% of the enrolled children (or 25% of the licensed capacity, whichever is less) receive subsidized tuition payments for child care services or are eligible for free or reduced price meal reimbursement.
18. Not to use money provided by the State for any partisan political activity, to influence legislation or to help elect or defeat any candidate for public office.
19. Not to permit the organization, its directors, officers, members or employees to engage in any activities promoting any political candidate or party, except as a private citizen.

B) THE STATE will:

1. Comply with and meet all responsibilities and requirements for the administration of the CACFP set forth in 7 CFR Part 226 CACFP, 7 CFR Part 3015 Uniform Federal Assistance Regulations and any State policy memos.
2. Reimburse the Sponsor using the claiming percentage method and the meal reimbursement schedule as established by the USDA.
3. Not have any financial obligation to the Sponsor if federal money is not available.

4. Provide training and technical assistance to Sponsors.
5. Propose to terminate a Sponsor's participation in CACFP by written notice whenever it is determined by the State that the Sponsor has failed to comply with the statutes and regulations governing CACFP as outlined in 7CFR 226 and FNS Instructions and Circulars.
6. Inform the Sponsor of its right to request a review of decisions made by the State which affect the participation of a Sponsor in CACFP or the Sponsor's claim for reimbursement.

C) LOBBYING CERTIFICATION:

1. The Sponsor acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the Sponsor affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this Agreement for the purpose of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the Sponsor to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the Sponsor if the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
2. The Sponsor shall:
   a) certify by completing and filing with the State the Federal "Certification for Contracts, Grants, Loans and Cooperative Agreements" form at the time the Sponsor submits this signed Agreement, in accordance with 31 U.S.C. 1352;
   b) disclose specified information on any agreement with lobbyists whom the Sponsor will pay with other Federal appropriated funds by completion and submission to the State of the Federal Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
   c) file quarterly updates on the use of lobbyists if material changes occur, using the same standard Disclosure form identified in (2) above to report such updated information.
3. In accordance with the above certification, the Sponsor shall require that the language of such certification shall be included in the award documents for all subcontracts entered into by the Sponsor which exceed $100,000 and that all subcontractors shall also certify and disclose accordingly.
4. The reporting requirements enumerated in subsection (b) of this paragraph shall not apply to the Sponsor with respect to:
   a) payments of reasonable compensation made to its regularly employed officers or employees;
   b) a request for or receipt of a contract (other than a contract referred to in clause (3) below), grant, cooperative agreement, subcontract (other than subcontract referred to in clause (3) below), or sub grant that does not exceed $100,000; and
   c) a request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed $150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

.

CERTIFICATION STATEMENT: I HEREBY CERTIFY that I am authorized to sign this agreement on behalf of the Sponsor and that all of the information is true and correct. I understand that this information is being given in connection with the receipt of Federal funds from New York State; that State officials may verify information; and that deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes. I understand that institutions and individuals providing false certifications will be placed on the National disqualified list and will be subject to any other applicable civil or criminal penalties. I further certify that neither this organization nor any of its principals has been convicted of any activity that occurred during the past seven years and that indicated a lack of business integrity which includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State.

ON BEHALF OF SPONSOR: CACFP Agreement #: _____

Name: _____ Signature: _____
Chairperson of Board of Directors/owner of a for-profit organization (Original Signature only)

Title: _____ Date: _____

APPROVAL ON BEHALF OF STATE:

Name: Lynne Oudekerk Signature: _____

Title: State Director, CACFP Date: _____