



Tennessee Department of Human Services  
**Child and Adult Care Food Program (CACFP)**  
**Agreement Between Sponsoring Agency and Unaffiliated Child  
Care Center**

This agreement is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Karamu Nutrition Program Inc.** hereinafter referred to as the **Sponsoring Agency**, and \_\_\_\_\_ hereinafter referred to as the **Child Care Center**.

This Agreement specifies the rights and responsibilities of the Sponsoring Agency and the Child Care Center as participants in the Tennessee Department of Human Services (TDHS) Child and Adult Care Food Program.

**A. Rights and Responsibilities of the Sponsoring Agency**

1. The Sponsoring Agency agrees to:
  - a. Train the appropriate staff of the Child Care Center before participation in the CACFP is commenced;
  - b. Offer additional training opportunities which are scheduled at a date, time, and place convenient to the Child Care Center; -
  - c. Respond to the Child Care Center's request(s) for technical assistance;
  - d. Provide CACFP record-keeping forms to the Child Care Center;
  - e. Distribute to the Child Care Center meal reimbursement payment(s) within five (5) working days after receiving notification of the receipt of the payment(s) from the TDHS;
  - f. Not withhold reimbursement for an administrative costs in excess of actual - incurred administrative expenses or 15% of the total monthly reimbursement earned by the Child Care Center;
  - g. Submit initial monthly claims to the TDHS within 30 days of the close of each reporting month;
  - h. Not charge a fee to the Child Care Center for CACFP participation and services;
  - i. Maintain documentation that the Child Care Center is eligible to participate in the CACFP under one of the following conditions:
    - i. The Child Care Center is recognized in writing by the Internal Revenue Service as being exempt from the payment of federal income tax;
    - ii. The Child Care Center is an integral part of a church; or
    - iii. For each month in which meals are to be claimed for CACFP reimbursement, 25% of the Child Care Center's enrollment or license capacity is comprised of beneficiaries of the Tennessee Child Care Certificate Program or is eligible for free and reduced price meal payments.

- j. Ensure that all meals claimed for reimbursement are served to enrolled and eligible participants without regard to race, color, national origin, sex, age, or disability, and that all meals claimed meet the meal requirements in the CACFP Federal and State Regulations.
2. The Sponsoring Agency, TDHS, Tennessee Comptroller of the Treasury, U.S. Department of Agriculture and other appropriate state and federal agencies have the right to visit the Child Care Center to review the meal services and meal records during the center's normal hours of child care operations. As part of this review process, unannounced monitoring visits will be conducted. Monitoring personnel will have photo identification which demonstrates that they are employees of the Sponsoring Agency or employees of the state or federal agencies conducting the monitoring visits.
3. The Sponsoring Agency has the right to terminate this Agreement for cause if the Child Care Center has failed to fully and permanently correct serious deficiency(ies) in its operation of the CACFP within the allotted time designated by the Sponsoring Agency. If a termination action is warranted, the Sponsoring Agency will issue a termination notice which identifies the ground(s) for the termination. The grounds for termination of the Child Care Center for cause include, but are not limited to, any of the following:
  - a. Noncompliance with Federal and/or State Regulations established for the programs;
  - b. The submission of false information to the Sponsoring Agency;
  - c. Failure to maintain adequate records;
  - d. The claiming of program payments for meals not served to eligible participants;
  - e. Service of a significant number of meals which did not include required quantities for all meal components;
  - f. History of mismanagement in the CACFP, and
  - g. Violation of any responsibilities as defined in this Agreement.
4. The Sponsoring Agency agrees to immediately notify the TDHS in writing, if this Agreement is terminated for cause by the agency or the Child Care Center.
5. The Sponsoring Agency agrees to not sponsor the Child Care Center in the CACFP if the center was terminated for cause by another sponsoring Agency, and has not corrected the deficiency(ies) for which the termination occurred.
6. The Sponsoring Agency may also terminate this Agreement for convenience. A termination of the Child Care Center for convenience may occur if the Sponsoring Agency determines that it is not administratively feasible to continue to sponsor the center. The Sponsoring Agency is required to notify the Child Care Center and the TDHS in writing of such termination at least 30 days prior to the effective date of the termination.
7. The Sponsoring Agency will maintain family size and income data on the participants who are enrolled for care by the Child Care Center and are eligible for free or reduced-price meals.
8. The Sponsoring Agency, TDHS, Tennessee Comptroller of the Treasury, U.S. Department of Agriculture and other appropriate state and federal agencies have the right to contact the parents and guardians of the children served by the Child Care Center.

## **B. Rights and Responsibilities of the Child Care Center**

1. The Child Care Centers is required to keep daily records of:
  - a. Menus which show the food items served to the participants under care for each meal served each day:
  - b. The total number of meals/supplements served to each participant each day; and
  - c. The number of enrolled participants who are present each day.
2. The Child Care Center may claim only one meal per participant for each meal service.
3. The Child Care Center must attend training sessions required by the Sponsoring Agency.
4. The Child Care Center must allow authorized representatives of the Sponsoring Agency, the IDHS and the Federal Government to come into the center's facility for the purpose of reviewing the operations. This will be done several times a year and at times visits may be unannounced.
5. The Child Care Center must inform the Sponsoring Agency, without delay, the names of any participants added to or dropped from the enrollment for child care, or if there are any changes in the center's child care license or approved status including, but not limited to, type and schedule of meals served.
6. The Child Care Center must submit the meal count and menu records to the Sponsoring Agency by the 3 day of each month for the preceding month of operation. Failure to do so may result in loss of payment for the month.
7. The Child Care Center must serve meals that meet the CACFP requirements for participants. The Child Care Center may not claim more than three meals per child per day. One of the meals claimed must be a snack or supplement meal.
8. The Child Care Center agrees to not receive reimbursement for meals served to participants who are ineligible to participate in the CACFP.
9. The Child Care Center has the right to immediately terminate this Agreement for cause. The grounds for termination for cause are exclusively limited to the following deficiencies of the Sponsoring Agency:
  - a. Noncompliance with the requirement to disburse meal program payments to the Child Care Center within five (5) working days of the notified receipt of the payments from the TDHS.
  - b. Noncompliance with the requirement to submit initial monthly claims to the TDHS within 30 days of the close of each reporting month, which results in the untimely disbursement of program payments to the Child Care Center; and
  - c. Violation of any other responsibilities as defined in this Agreement.
10. The Child Care Center agrees to not participate in the CACFP under another Sponsoring Agency, if it is terminated for cause and has not corrected the deficiency(ies) for which termination occurred.

11. The Child Care Center may also terminate this Agreement for convenience. A termination of the Agreement for convenience may occur if the Child Care Center determines that it is not administratively feasible to continue under the sponsorship of the Sponsoring Agency. The Child Care Center is required to notify the Sponsoring Agency in writing of such termination at least 30 days prior to the effective date of the t e r m i n a t i o n .
12. The Child Care Center agrees that it may participate in the CACFP under another sponsoring Agency without penalty, if this Agreement is terminated for convenience by the Sponsoring Agency.
13. The Child Care Center agrees to not participate in the CACFP under another Sponsoring Agency while this Agreement is in effect.
14. The Child Care Center must serve meals to all enrolled participants without regard to race, color, national origin; sex, disability or age.

**C. To Be Completed by Sponsoring Agency**

1. The license, approved capacity of the Child Care Center: \_\_\_\_\_
2. Total number of participants enrolled by the Child Care Center: \_\_\_\_\_
3. More than one shift: YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, number of shifts: \_\_\_\_\_
4. Meals to be claimed: Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Supper \_\_\_\_\_  
A.M. Supplement \_\_\_\_\_ P.M. Supplement \_\_\_\_\_ Evening Supplement \_\_\_\_\_

We certify that the Child Care Center is not participating in the CACFP under another sponsoring Agency and that the above information is true and correct to the best of our knowledge. We agree to comply with the rights 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 the TDHS 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 Federal criminal statutes.

In witness, whereof the parties have by their representatives set their signatures herein.

Sponsoring Agency:

By: \_\_\_\_\_ Date \_\_\_\_\_  
KNP Administrator or Board Chairperson

**Child Care Center:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

## **Civil Rights Assurance**

“The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.”

“This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.”

“By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.”