CHILD AND ADULT CARE FOOD PROGRAM

FOOD AGREEMENT

AGREEMENT BETWEEN SPONSORING ORGANIZATION AND UNAFFILIATED CENTER
(The Center is a legally distinct entity from the Sponsoring Organization)

**Instructions:** After completing this Agreement, make a copy. Both the Sponsoring Organization and the Center must sign both copies of the Agreement in blue ink. Both the Sponsoring Organization and the Center must retain, on file, an original Agreement signed in blue ink. The Sponsoring Organization must submit a scanned copy of the signed Agreement to the Pennsylvania Department of Education (PDE) via checklist item on the PEARS Site Application.

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<thead>
<tr>
<th>Sponsoring Organization Name:</th>
<th>Sponsor Agreement #</th>
<th>Sponsor FEIN #</th>
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<tr>
<td>Greater Pittsburgh Community Food Bank</td>
<td>300-02-005-8</td>
<td>251420599</td>
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<tr>
<th>Street Address:</th>
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<tbody>
<tr>
<td>1 North Linden Street</td>
<td>Duquesne</td>
<td>PA, 15110</td>
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<tr>
<th>Unaffiliated Center Name:</th>
<th>Center #</th>
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Type of Center:  
☐ Public  ☐ Non-Profit  ☐ For-Profit

This agreement specifies the rights and responsibilities of the Sponsoring Organization, hereinafter referred to as SO, and the Center identified above, hereinafter referred to as Center, as participants in the United States Department of Agriculture’s (USDA) Child and Adult Care Food Program (CACFP) administered by PDE. This agreement between the SO and the Center is permanent unless amended by PDE or terminated by either party. Program payments to both the SO and the Center are contingent upon the availability of federal funds.

By continuing to operate the CACFP after the enactment or issuance of any modified or new statutes and/or regulations applicable to the CACFP covered by this Agreement and any modified or new instructions, policy memoranda, guidance and other written directives interpreting these statutes and regulations, the SO and the Center agree to comply with them. If the SO or the Center does not wish to comply with any changed or new items, the SO or the Center must seek to terminate the agreement in accordance with the terms as outlined in this permanent agreement.

**RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION AND THE CENTER**

1. Comply with all Program and Government-wide regulations.

2. Ensure the Center is open to all participants without regard to race, color, national origin, age, sex, or disability.

3. Ensure that all meals served and claimed for reimbursement are served to eligible participants without regard to race, color, national origin, sex, age, or disability.
In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
    Office of the Assistant Secretary for Civil Rights
    1400 Independence Avenue, SW
    Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) E-mail: program.intake@usda.gov.

This institution is an equal opportunity provider.

### RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

In accordance with Part 226 of the CACFP Regulations the Sponsoring Organization agrees to:

1. Represent the Center for the purpose of participation in the CACFP including the preparation and maintenance of the PEARS Center Application; processing of Infant Enrollment Forms, Child and Adult Enrollment Forms, Meal Benefit Income Eligibility Forms, meal count forms, determine eligibility for At-Risk Centers, and the preparation and filing of the PDE reimbursement claims.

2. Be responsible for all reviews of the Center and all communication regarding the Center’s participation in the CACFP.

3. Respond to a Center’s request for technical assistance.

4. Check the National Disqualified List (NDL) prior to submitting a new or renewing Center application on behalf of a Center. Ensure that the Center or any of its principals are NOT on the NDL.

5. Train Center staff on Civil Rights requirements and CACFP duties, recordkeeping, and meal pattern/service requirements prior to participation in the CACFP.

6. Provide annual Civil Rights and CACFP training to appropriate Center staff.

7. Conduct pre-approval visit, for a new Center to include but not limited to, providing current CACFP training on all Program requirements and daily form requirements; verifying the Center’s ability to meet local and state health and safety standards; verify the Center’s ability to serve healthy meals to children and/or adults in attendance; and verification of compliance with Title VI of the Civil Rights Act of 1964.
8. Conduct a monitoring review of the Center within four weeks of the beginning of the Program operation.

9. Conduct a minimum of three monitoring reviews annually during the hours of operation to review meal service participation and other records to show non-profit food service status.
   a. At least two visits are unannounced and the third may be announced or unannounced.
   b. No more than six months lapse between visits.
   c. Visits will be made at varying times and meals.
   d. Perform the five-day meal count reconciliation at each monitoring visit.
   e. During the visit, any identified non-compliance issues will be addressed with technical assistance and corrective action. An unannounced follow-up will be conducted to validate corrective action has been implemented and the Center is in compliance.

10. Contact parents/guardians of participants to verify attendance as deemed necessary or as required by PDE. (Household Contacts)

11. Determine the Center Seriously Deficient and require comprehensive written corrective action when Program violations are frequent and/or severe, or when previous corrective actions are not fully and successfully implemented. Procedures can be found in *USDA Serious Deficiency, Suspension & Appeals for State Agencies & Sponsoring Organizations I A CACFP Program Handbook*, which is located on PEARS Download Forms.

12. Revise the PEARS Center Site Application as changes occur, such as changes in the number of children participating, mealtimes, shifts, days of operation, Center director, Center address, etc.

13. Ensure Center completes all requirements for updating expired license with the required licensing agency or if not subject to licensing, ensures completion of annual local health/sanitation and/or fire safety inspections. SO will provide said copies of local health/sanitation and/or fire safety inspections to the State Agency.

14. Submit claims for reimbursement for only valid State Agency approved meal types served to participants in attendance, not to exceed the license capacity. If not subjected to licensing, up to the capacity listed on the Center’s certificate of occupancy.

15. Claim meals/snacks for reimbursement in the appropriate eligibility category.

16. Claim meals/snacks for reimbursement for only those Centers listed on the approved Center list approved by the State Agency in PEARS.

17. Claim meals/snacks for reimbursement for only those meals/snacks documented on dated, daily menus with all required food components.

18. Ensure that all State Agency approved meals and/or snacks claimed for reimbursement are:
   a. Served to children of 18 years or younger in At-Risk Afterschool Programs and Emergency Shelters; or to children 12 years of age and younger in child care Centers; or 15 years of age or younger for migrant children in child care Centers; and mentally or physically handicapped persons as defined by the State who are participating at a child care facility serving a majority of persons 12 years of age and younger.
   b. Served to adults who are enrolled in an adult day care Center and who are functionally impaired or 60 years of age or older.

19. Adult Day Care Center - Ensure that the Center has a Plan of Care for each functionally impaired adult under the age of 60.

20. Ensure that the Center is in compliance with meal limitation provisions:
   a. At-Risk Afterschool Programs: No more than one supper and one PM snack shall be claimed per child per day.
   b. Traditional Childcare Center, Adult Day Care Center, or Outside School Hours Care Center: no more than two meals and one snack or two snacks and one meal shall be claimed per participant per day.
21. Plan and provide meals that meet the CACFP meal pattern requirements in serving sizes and quantities appropriate for the Center.

22. Deliver food at appropriate temperatures and documented on delivery sheets. Delivery sheets must be signed by both parties and must be maintained by SO and/or Center.

23. Maintain supporting documentation such as menus, Child Nutrition (CN) labels, Product Formulation Statements, food ingredient labels, and standardized recipes to validate compliance with required meal components in required quantities for those meals/snacks claimed for reimbursement.

24. Provide detailed serving instructions to the Center to ensure compliance with required food quantities for all meal components, as well as detailed instructions related to food safety.

25. Maintain a Medical Plan of Care signed by a licensed medical authority for all participants whose disability restricts their diet and requires substitutions or modifications to Program meals.

26. Ensure that appropriate procurement requirements are met including, but not limited to, applying formal or informal procurement methods, accurate development and dissemination of a public announcement, invitation for bid or request for proposal, and contract. Verify the final executed contract contains required verbiage and meets Program requirement such as agreed upon menu/components, the estimated annual total number of meals/snacks per type and the agreed upon individual unit price rate; estimated value of the contract period; delivery schedule and provisions; procedures or instructions for placing meals/snack orders and how to make adjustments to orders; location of where meals will be prepared; signatures of the Center official and the SO delegated principal/program contact.

27. Maintain a financial management system as prescribed by State and Federal laws and regulations and complies with the requirements of USDA’s regulations regarding financial management, FNS Instruction 796-2 Revision 4.

28. Maintain a non-profit food service and observe the requirements and the limitations on the use of non-profit food service revenues.

29. Develop and provide CACFP recordkeeping forms for the Center and written internal and external procedures to operate the Program.

30. Develop policies regarding submission of records (dates, method, etc.) and notifications to SO (non-emergency meal cancellations, etc.) and provide to Center. Include consequences for failure to follow policies.

31. Review all CACFP records generated at the Center to ensure accuracy and that all records meet Program requirements.

32. **If the Facility is a For-Profit Center**
   a. **Child Care Center**: Ensure the Center does NOT claim reimbursement in any month unless 25 percent of the enrolled participants or licensed capacity, whichever is less, are Title XIX or XX beneficiaries or 25 percent of children served by the Center are eligible for free or reduced meals.
   b. **Adult Care Center**: Ensure the Center does NOT claim reimbursement in any month unless 25 percent of the enrolled adult participants or licensed capacity, whichever is less, are Title XIX or Title XX beneficiaries.

33. Submit monthly claim for reimbursement to PDE via PEARs.

34. Ensure monthly administrative costs do not exceed 15 percent of monthly meal reimbursement (Do not include CIL in this calculation). If administrative costs plus operating costs, (if applicable), are less than reimbursement, then excess funds must be prorated and distributed monthly to the Center based on number of meals.

35. Ensure records are maintained to support monthly administrative, operating expenses, and reimbursement paid to the Center and available for review by the State Agency at all times.
36. Maintain all records to support the claim for reimbursement for a period of three years after the date of submission of the final claim for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the end of the issues raised by the audit.

**RIGHTS AND RESPONSIBILITIES OF THE CENTER**

In accordance with Part 226 of the CACFP regulations the Center staff agrees to:

1. Participate in initial training provided by SO. Thereafter, on an annual basis, attend mandated training as set forth. At least one Center staff person, who has had CACFP training, must be on location during each CACFP meal service.

2. Ensure that all staff with CACFP duties have been trained on CACFP requirements.

3. Maintain the Center’s license with required licensing agency or if not subject to licensing, ensure completion of annual local health/sanitation and/or fire safety inspection, provide copies to SO, and promptly corrects any violations cited.

4. **Non-profit Centers**: Maintain federal tax-exempt status under Internal Revenue Service code 501(c)(3). The Center must provide a full copy of its 501(c)(3) documentation to the SO. The Center must immediately report any change in its tax-exempt status to the SO.

5. **For-profit Centers**:
   a. **Child Care Center**: a proprietary (for-profit) Center must receive Title XX funding for 25 percent or more of the enrolled children, or 25 percent of licensed capacity, whichever is less, for each month in which the Center participates. OR, 25 percent or more of the children enrolled in care (or licensed capacity, whichever is less) are eligible for free or reduced-price meals for each month in which the Center participates.
   b. **Adult Care Center**: a proprietary (for-profit) Center must receive Title XIX or Title XX funding for 25 percent or more of the enrolled adults, or 25 percent of licensed capacity, whichever is less, for each month in which the Center participates.

6. Promptly inform SO of changes in the number of participants, mealtimes, shifts, days of operation, Center director, Center address, etc.

7. Ensure that all participants have a valid Enrollment Form (not required for Outside School Hours Care, At-Risk, Head Start or Emergency Shelter) and a valid CACFP Meal Benefit Income Eligibility Form (not required for At Risk, Head Start, or Emergency Shelter) on file with the SO.

8. A copy of the valid Enrollment Form must also be maintained at the Center.

9. Head Start only – maintain the Head Start Grant letter and Head Start master enrollment list.

10. Ensure that all participants 11 months and younger have a current, complete Infant Enrollment Form. The Center is required under USDA regulation to offer an iron-fortified formula for infants. A copy of the completed Infant Enrollment Form must be on file with the SO; a copy must also be maintained in the child’s record folder at the Center.

11. Complete and maintain accurate records of daily attendance separate from meal counts. Attendance records must always be available for inspection by any person monitoring the CACFP.

12. Complete and maintain accurate records of meal counts taken at the Point of Service.

13. Complete and maintain accurate financial records of all food service operating costs - for example, but not limited to, food, non-food costs and labor. All costs must be validated with receipts or invoices, mileage logs, and/or time and attendance logs.

14. Serve all participants meals that meet CACFP meal pattern requirements.
15. Maintain a Medical Plan of Care signed by a licensed medical authority for all participants whose disability restricts their diet and requires substitutions or modifications to Program meals.

16. Complete and maintain accurate records of all menus served to participants for each meal service. If substitutions are made on a particular day, substitutions are to be noted on the menu. Menus are to be posted in the Center.

17. Maintain daily delivery records that are signed and dated.

18. Follow serving instructions provided by the SO to ensure compliance with required food quantities for all meal components.

19. Serve the meal(s) within the approved meal service time(s) on file with the SO. Contact the SO for approval prior to adjusting any meal service time.

20. Serve all meals on the Center premises. Should the Center wish to serve any meal off-Center, e.g. for a field trip, the Center must notify the SO in advance.

21. Provide adequate supervision during the meal service.

22. Have adequate storage [refrigerator(s) and freezer(s)] and heating equipment [oven(s)] to operate the CACFP according to State and local health and safety requirements. Participants in attendance served at any one meal service not to exceed the authorized license capacity of the Center or if not subject to licensing, up to the maximum capacity listed on the Center’s certificate of occupancy.

23. Claim meals and/or snacks for reimbursement that are served to:
   a. Children of 18 years of age or under in At-Risk Afterschool Programs and Emergency Shelters; 12 years of age or under to children in child care Centers; 15 years of age or under for migrant children in child care Centers; and mentally or physically handicapped persons as defined by the state who are participating at a child care facility serving a majority of persons 12 years of age and under.
   b. Adults who are functionally impaired or 60 years of age or older.

24. Adult Day Care Center - Maintain a Plan of Care for each functionally impaired adult under the age of 60 and provide a copy of the Plan of Care to the SO.

25. Mail/deliver/submit attendance records, meal counts, menus, and records of food service operating costs to the SO in accordance with SO’s policy. Failure to provide the records will result in the Center being financially responsible, as outlined in the SO’s policy.

26. Maintain all records to support the claim for reimbursement for a period of three years after the date of submission of the final claim for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the end of the issues raised by the audit.

27. Allow representatives from the SO, USDA, and PDE to enter the Center for the purpose of reviewing the CACFP operations.
CENTER CERTIFICATION

We CERTIFY that, within the last seven years, neither the Center nor any Center employee or board member has been convicted of a criminal offense; and that no Center employee or board member has been associated with an organization terminated from CACFP for failure to correct serious deficiencies.

We CERTIFY that, during the last seven years, neither the Center nor any of its principals have been convicted of any activity that indicated a lack of business integrity. Activities that indicate a lack of business integrity include, but are not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.

We CERTIFY that this Center or any of its principals, have not been disqualified from participation in any other publicly funded program for violating that program’s requirements. “Publicly-funded program” means any program or grant funded by Federal, State, or local government.

We CERTIFY that the Center is not participating in the CACFP under any other sponsoring organization.

We CERTIFY that all of the above information is true and correct to the best of our knowledge and that we will comply with the rights and responsibilities as outlined in this Agreement. We understand that this information is being given in connection with the receipt of federal funds that PDE or SO officials may verify, and that deliberate misrepresentation may subject us to prosecution under applicable State and Federal criminal statutes.

We CERTIFY that if the Center is found in Serious Deficiency and terminated from CACFP that this will result in placement on the National Disqualified List and will not be allowed to participate in any Federal Programs. We further certify that the Center has not previously been terminated from CACFP participation for cause in Pennsylvania or any other state.

The performance of this Agreement by the SO and the Center is contingent upon sufficient availability of federal funds.

In coordination with and according to established USDA and PDE procedures, the SO has the authority to terminate this Agreement with the Center for repeat violations of any of the above listed responsibilities. Likewise, failure to provide information or the submission of false information is grounds for a determination of Serious Deficiency and potential disqualification from CACFP.

Centers that wish to continue participating in CACFP directly with PDE or transfer to a different SO may only do so in accordance with PDE policy at the end of the Program Year (September 30th). The Center must notify the SO in writing no later than September 1st of their plans to participate in CACFP directly with PDE or transfer to another SO. A Center with one or more serious deficiencies may not participate directly with PDE or transfer to another SO until the deficiency has been fully and permanently corrected to the satisfaction of the current sponsor and all administrative and financial obligations are fulfilled. Documentation of this must be provided by the current SO to PDE and/or the new SO.

Centers that wish to change participation in CACFP under a different sponsoring organization at times other than the end of the Program Year (September 30th) due to extenuating circumstances must request prior written approval from PDE.

Centers that wish to become their own Sponsor in CACFP must inform the SO of their intent prior to starting the new Sponsor application process or no later than September 1st.

This Agreement supersedes all previously executed agreements between the SO and the Center. Both parties agree that this is a permanent and binding agreement.

Name & Title of Center Owner/Administrator

Signature of Center Owner/Administrator __________________________ Date __________

Name & Title of Sponsor Administrator

Signature of Sponsor Administrator __________________________ Date __________