



**Child and Adult Care Food Program  
Institution/Michigan Department of Education**

**PERMANENT AGREEMENT**

**Child Nutrition Program**

Child and Adult Care Food Program

**Agency/Subagency**

USDA/Food and Nutrition Service

**CFDA# Program Title**

10.558 Child and Adult Care Food Program

To carry out the purpose of Section 17 of the Richard B. Russell National School Lunch Act, as amended, the regulations governing the Child and Adult Care Food Program (CACFP) set forth in Title 42 of the United States Code § 1766, and 7 CFR Part 226 and the Child Nutrition Act of 1966, as amended, the Michigan Department of Education (State Agency) and the institution enter into the following agreement.

**The Institution 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 as an institution, center or facilities listed in the institution's annual approved application. In addition, the institution agrees to submit an amended application as changes occur.
2. To comply with and meet all responsibilities and requirements set forth in 7 CFR Part 226, as well as handbooks, instructions, guidance, and policies issued by Food and Nutrition Services (FNS) and/or the State Agency.
3. 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 U.S. Department of Agriculture (USDA) regulations concerning non-discrimination (7 CFR parts 15, 15a and 15b), including requirements for:
  - racial and ethnic participation data collection
  - public notification of non-discrimination policy
  - reviews to assure compliance with such policy, to the end that no person may, on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment, or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)
4. To comply with FNS Instruction 796.2, Revision 4 for the Financial Management Guidance of the Child and Adult Care Food Program (CACFP), and the Uniform Guidance (UG) as outlined in 2 CFR Part 200. These documents provide detailed requirements on allowable and unallowable costs, direct and indirect costs, depreciation, leases, and other regulatory requirements.
5. To retain CACFP records and ensure that sponsored centers or providers maintain such records, for three years plus the current fiscal year or until audit findings have been resolved, and to maintain twelve (12) months of records on-site at sponsored centers or provider's homes for immediate review.
6. If institution utilizes electronic retention, they must have a contingency back-up system in place. The institution must have a written policy of retention for CACFP records to ensure integrity and compliance with federal regulations.
7. That records will not be recreated after the fact.

8. To obtain State Agency approval for any new center or facility (provider) prior to claiming CACFP reimbursement, and only claim reimbursement for the meal types approved by the State Agency for the center or facility.
9. To maintain dated menus for meals/snacks claimed.
10. To maintain daily attendance records for participants. Attendance is taken daily as participants arrive and depart.
11. To claim only those meals served to participant(s) in attendance supported by daily attendance records and enrolled at the time of the meal.
12. Emergency shelters may only claim meals served to eligible resident children. Emergency shelters are not required to collect enrollment information for participating children. However, the emergency shelters must maintain, at a minimum, a list of children by name, date of birth, and dates of residency in the shelter.
13. At-risk programs are not required to collect enrollment information for participating children. At-risk programs may use sign-in sheets as the daily roster.
14. Sponsoring organization is fiscally responsible for accuracy of all providers monthly claim data.
15. If sponsor has allowed a provider to claim without an active license the sponsor is responsible in repayment of monthly claim to MDE. It will be up to the discretion of the sponsor to collect the claim amount from the provider without the active license for the month in question.
16. That meal attendance will be dated and recorded at the time the meal/snack is served, at point of service (POS):
  - Except for at-risk programs and emergency shelters, meal attendance must be recorded by each participant's complete name.
  - For at-risk programs and emergency shelters, a meal count is acceptable along with a daily roster of children receiving meals.
  - For day care homes, meal attendance may be recorded up until midnight on the day the meal/snack was served unless the home serves more than 12 children in a day, or if the provider has been seriously deficient.
17. To permit state or federal officials to make announced, unannounced, or virtual reviews of their operations and records during the institution's normal hours of child or adult care operations. If requested, provide state and federal officials access to paperless documentation. State or federal officials making such reviews must show photo identification that demonstrates that they are employees of one of these entities.
18. To obtain and submit to MDE by November 1 each year a Single Audit if your institution expends more than \$750,000 in federal funds per year.
19. Claim no more than two meals and one snack or two snacks and one meal per participant daily:
  - At-risk afterschool programs may claim a maximum of one meal and one snack per participant, per day.
  - Emergency Shelters may claim a maximum of three meals per participant, per day.
  - Family Day Care Home Providers may claim no more than two meals and one snack per participant, daily.
20. If operating an at-risk afterschool care program, the institution will:

- provide children with daily, regularly scheduled activities in an organized, structured, and supervised environment
  - include daily educational or enrichment activities
  - be in a geographical area served by a school in which 50% or more of the children enrolled are eligible for free or reduced-price school meals
  - meet state or local health safety standards
  - claim no more than one afterschool snack and/or supper, per child, per day
  - only claim snacks/suppers served to eligible children after school hours during the regular school year (except holidays and weekends during the regular school year when snacks may be served at any time of the day and suppers may be served at the traditional “supper hour”)
  - not charge or collect payments for CACFP at-risk snacks/suppers served to eligible children
21. If operating an emergency shelter serving homeless children, the institution:
- does not charge or collect for payments for CACFP meals and snacks served to eligible children in emergency shelters
  - claims no more than three meals (breakfast, lunch, supper) or two meals and one snack per child per day
  - only claims meals served in congregate meal settings. Meals consumed in private family quarters in an emergency shelter are not reimbursable. Exception: Meals served to infants from birth through age 11 months in private family quarters that are part of the emergency shelter may be claimed for reimbursement if the shelter provides all the required components to the infant’s parent or guardian and maintains records documenting that sufficient food had been provided to meet the meal pattern requirements
  - does not claim a program meal under more than one federal program. However, an institution may use other funding sources to supplement the CACFP reimbursement for the same meal
22. If operating an Adult Day Services program, the institution will:
- provide a community-based group program designed to meet the needs of functionally impaired adults through an individual plan of care. Such a program shall be a structured, comprehensive program that provides a variety of health, social and related support services to enrolled adult participants
  - serve one or more of the following meal types – breakfast, lunch, supper, and snack. Reimbursement may not be claimed for more than two meals and one snack, or one snack and two meals, provided daily to each adult participant
  - not claim CACFP reimbursement for meals claimed under Part C of Title III of the Older Americans Act of 1965. Reimbursement may not be claimed for meals served to persons who are not enrolled or for meals served to participants at any one time more than the center’s authorized capacity or for any meal served at a for-profit center during a calendar month when less than 25 percent of enrolled participants were Title XIX or Title XX beneficiaries
  - maintain daily records of time-of-service meal counts by type (breakfast, lunch, supper, and snack) served to enrolled participants and to adults performing labor necessary to the food service
  - meet state or local health safety standards
  - if receiving vended meals, ensure that the facility providing the meals does not receive Title III funds for the meals delivered
  - keep enrollment records and age of enrolled participants under the age of 60
  - keep records that demonstrate each enrolled participant under the age of 60 meets the functional impairment eligibility requirements
  - maintain records that qualified Adult Day Services participants reside in their own home (whether alone or with spouses, children, or guardian), or in group living arrangements (not a group home)

**The State Agency will:**

1. To the extent of funds available, reimburse the institution in connection with approved meals to eligible participants at the centers and/or homes listed in the application during the period hereinafter stated.
2. During any fiscal year, the amount of reimbursement for meals on behalf of each center or facility shall not exceed an amount equal to the number of meals, by types, served to participants, multiplied by the rates established by the USDA. Family day care homes will be paid the per meal rate established by the USDA.
3. Family day care home sponsors will be paid based on the number of day care homes participating by the applicable rates specified in federal regulation.
4. Submit on behalf of all institutions a statewide media press release announcing the availability of meals to eligible participants and that the meals are available to all participants in attendance regardless of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or participation in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

**Termination of Agreement**

This Agreement may be terminated on the part of either party and the State Agency may begin proceedings to terminate or suspend this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement and of the regulations governing CACFP have not been fully complied with by the institution.

No termination, suspension, or expiration of this Agreement, however, shall affect the obligation of the institution to maintain and retain records and to make such records available for audit.

MDE may agree to terminate this agreement upon an institution's notification to the State of Michigan's Licensing Agency that the institution is voluntarily closing or closing for other reasons not related to program deficiencies and has no pending action with the Child Care Licensing Division.

The CACFP Agreement will only be terminated for voluntary closure or closure for reasons not related to program deficiencies if the institution is in good standing with CACFP and has no pending actions, such as but not limited to: serious deficiency, corrective action, suspension, proposal to terminate/proposal to disqualify, and does not owe any outstanding debt to the MDE or the United States Department of Agriculture's Food and Nutrition Service.

No additional notification will be sent to institutions that are terminated due to the voluntary closure or closure due to other reasons not related to program deficiencies.