

## REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM (CACFP)

***This section applies only if sponsor selects this program on the sponsor information page of the application.***

The Sponsor will comply with all provisions of 7 CFR Part 226, and with

[7 CFR Part 226]

other Federal regulations referenced in this part, as well as United States Department of Agriculture policy, instructions and guidance, and Michigan Department of Education Operational Memoranda, referenced here. The Sponsor also agrees to accept final administrative and financial responsibility for the management of a proper, efficient, and effective nonprofit food service operation conducted principally for the benefit of enrolled participants. No institution may contract out the management of the CACFP.

[7 CFR 226.15 (c)]

### **The Sponsor also agrees to the following specific provisions, as applicable.**

1. **Licensing.** Child or adult care centers must have federal, state, or local licensing or alternative approval to provide day care services to participants.

[7 CFR 226.17 (b)(1); 7 CFR 226.19a (b)(1-3)]

Child or adult day care centers, complying with applicable procedures to renew licensing or alternative approval, may participate in the CACFP during the renewal process, unless the Michigan Department of Education has information indicating renewal will be denied.

[7 CFR 226.17(b)(1); 7 CFR 226.19a (b)(3)]

At-risk afterschool care centers will comply with licensing requirements set forth in 7 CFR 226.17a(d).

[7 CFR 226.17a(d)]

Each sponsored child or adult day care center must promptly inform the sponsoring organization about any change in its licensing or approval status.

2. **Tax exempt status.** Except for for-profit centers, child and adult day care centers shall be public, or have tax exempt status under the *Internal Revenue Code* of 1986.

[7 CFR 226.15(a)]

3. **Meal types.** Each child or adult day care center or emergency shelter participating in the CACFP must serve one or more of the following meal types: breakfast, lunch, supper, and snack [7 CFR 226.17(b)(3); 7 CFR 226.19a (b)(5)].

[7 CFR 226.17(b)(3); 7 CFR 226.19a (b)(5)]

Reimbursement cannot be claimed for more than two meals and one snack, or one meal and two snacks provided each day to each participant. At-risk afterschool care

centers will comply with the daily reimbursement limits defined in 7 CFR 226.17a (k).

[7 CFR 226.17(b)(3); 7 CFR 226.19a (b)(5); 7 CFR 226.17a (k)]

Adult day care centers cannot claim CACFP reimbursement for meals claimed under part C of title III of the Older Americans Act of 1965, as amended through P.L. 116-131, effective Mar. 25, 2020 [7 CFR 226.19a(b)(6)].

[7 CFR 226.19a(b)(6)]

4. **Meal types.** Each child or adult day care center, at risk afterschool program, or emergency shelter participating in the CACFP will only claim the meal types specified in its approved application following the meal pattern requirements specified in 7 CFR 226.20.

[7 CFR 226.20]

Menus and any other nutritional records required by the Michigan Department of Education will be maintained to document compliance with such requirements [7 CFR 226.10(d); 226.15(e); 226.19a(b)(6), 226.19a(c); 226.17(b)(4); 226.17(c); 226.17a(o)(4)].

[7 CFR 226.10(d); 226.15(e); 226.19a(b)(6), 226.19a (c); 226.17(b)(4); 226.17(c); 226.17a(o)(4)].

5. **For-profit childcare centers** cannot claim reimbursement for meals served to children in any month in which less than 25 percent of the children in care (enrolled or licensed capacity, whichever is less) were eligible for free and reduced-price meals or were Title XX beneficiaries. However, children who only receive at-risk afterschool snacks and/or at-risk afterschool meals cannot be included in this percentage [7 CFR 226.11(b)(3)].

[7 CFR 226.11(b)(3)]

6. **For-profit adult day care centers** cannot claim reimbursement for meals served to participants in any month in which less than 25 percent of the enrolled participants were Title XIX or Title XX beneficiaries [7 CFR 226.19a(b)(6)].

[7 CFR 226.19a(b)(6)]

7. **Student eligibility.** Each child or adult day care center (except for outside-school-hours care centers, at-risk afterschool care centers, and emergency shelters) will collect and maintain documentation of the enrollment of each participant, including information used to determine eligibility for free and reduced-price meals as required by 7 CFR 226.23(e)(1).

[7 CFR 226.23(e)(1)]

8. **Attendance records.** Each child or adult day care center must maintain daily attendance records and point of service (POS) meal counts by type (breakfast, lunch, supper, and snacks) served to enrolled participants, and to program adults performing labor necessary to the food service [7 CFR 226.17(b)(9)]. At-risk afterschool care centers must maintain records as required by 7 CFR 226.17a(o).

[7 CFR 226.17(b)(9); 7 CFR 226.17a(o)]

9. **Training.** Each child or adult day care center must require key staff, as defined by the Michigan Department of Education, to attend CACFP training before the center participates in the CACFP, and at least annually thereafter. The training content is established by the Michigan Department of Education [7 CFR 226.17(b)(10); 7 CFR 226.19a(b)(11)].

[7 CFR 226.17(b)(10); 7 CFR 226.19a(b)(11)]

10. **Recordkeeping requirements.** Each institution will comply with the recordkeeping requirements established in 7 CFR 226.10(d) and if applicable, in 7 CFR 226.15(e). Failure to keep such records will be grounds for denying reimbursement.

[7 CFR 226.10(d); 7 CFR 226.15(e)]

11. **Sponsoring organizations.** Each sponsoring organization must comply with all provisions of 7 CFR 226.15 and 7 CFR 226.16.

[7 CFR 226.15 and 7 CFR 226.16]

and will accept final administrative and financial responsibility for food service operations in all child and adult day care facilities under its jurisdiction.

12. As outlined in 7 CFR 226.6, each new and renewing Sponsor must submit to the Michigan Department of Education sufficient information documenting that they:

- are financially viable
- are administratively capable of operating the CACFP in accordance with 7 CFR 226.6 (b)(1)(xviii) (new institution) and 7 CFR 226.6(b)(2)(vii) (renewing institution)
- have internal controls in place to ensure accountability

13. **Consequences for missing deadlines.** Failure to comply with established due dates and timelines for all application and renewal information and monthly reimbursement claim filings may result in a lapse of claiming privileges and/or termination from CACFP participation.

14. **Program reviews.** The Michigan Department of Education, United States Department of Agriculture, and other state or federal officials have the right to make announced or unannounced reviews of the Sponsor's facilities and operations. These reviews will be made during the Sponsor's normal hours of child or adult care operations, and anyone conducting the reviews must show photo identification that demonstrates they are employees of one of these entities.

15. **Termination.** Failure to maintain compliance with CACFP regulations 7 CFR 226 and other program requirements may result in the Sponsor being declared seriously deficient in the operation of the CACFP. Serious deficiencies that are not fully and permanently corrected within the specified time will result in the proposed termination and disqualification of the Sponsor and the responsible principals and responsible individuals from future CACFP participation. Sponsors, responsible principals, and responsible individuals terminated from the CACFP will also be placed on the National Disqualified List (NDL). While on the NDL, the Sponsor will not be able to participate in the CACFP as an institution or facility, and the responsible principals and responsible individuals will not be able to serve as a principal in any institution or facility or as a day care home provider in the CACFP. Institutions and individuals remain on the NDL until United States Department of

Agriculture's FNS, in consultation with the Michigan Department of Education, determines that the serious deficiencies have been corrected, or until seven years after being disqualified. However, if any debt relating to the serious deficiencies has not been repaid, the Sponsors and individuals will remain on the list until the debt has been repaid.

## **CERTIFICATION**

### *Section for all Child Nutrition Programs*

To qualify for federal assistance, the program application MUST be accompanied by a written Assurance that the program or facility will be operated in compliance with the civil rights laws and nondiscrimination regulations.

1. The Sponsor hereby agrees to comply with:
  - a. Title VI of the Civil Rights Act of 1964 ([42 U.S.C. 2000 et seq.](#)),
  - b. Title IX of the Education Amendments of 1972 ([20 U.S.C. 1681 et seq.](#)),
  - c. Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. 794](#)),
  - d. the Age Discrimination Act of 1975 ([42 U.S.C 6101 et seq.](#));
  - e. all provisions required by implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR [50.3](#) and [42](#);
  - f. and FNS directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the Sponsor receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
2. By making this Assurance, the Sponsor agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to determine compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, Food and Nutrition Service, will have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or have possession of any assistance from the Department.
3. The Sponsor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency. Additionally, the Sponsor certifies that its vendors/ subrecipients are neither excluded nor disqualified under the suspension and debarment rules found at 7 CFR section [3017.300](#) by checking the Excluded Parties List System (EPLS). This information can be found at <https://sam.gov/content/exclusions>.

*This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.*