

**Kansas State Department of Education  
Child and Adult Care Food Program**

**PROGRAM AGREEMENT**

\_\_\_\_\_  
Name of Sponsoring Agency

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Street Address (if different from above)

\_\_\_\_\_  
City, Zip

**\* To be completed by KSDE**

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**Effective Date\***

I certify that the information on this form is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of federal funds, and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

**Signatures on Behalf of Sponsoring Agency**

**Signatures on Behalf of State Department of Education**

\_\_\_\_\_  
Authorized Representative      Date

\_\_\_\_\_  
Commissioner of Education      Date

\_\_\_\_\_  
Board Chairperson or For-profit Owner      Date

\_\_\_\_\_  
Director, Child Nutrition & Wellness      Date

In order to effectuate the purpose of Section 17 of the National School Lunch Act and the regulations governing the Child and Adult Care Food Program issued thereunder (7 CFR Part 226), hereinafter referred to as the "Program", the Kansas State Department of Education (hereinafter referred to as the "State Department") and the sponsoring agency whose name and address appear above, hereinafter referred to as the "Agency", acting on behalf of each child care center, day care home, or adult care center listed on the Site Application of this Agreement, covenant and agree as follows:

**The State Department agrees that**, to the extent of funds available, it shall:

1. Reimburse the Agency for meals served to participants at child care centers, day care homes, and adult care centers listed on approved Site Application(s) updated annually. During any fiscal year, the amount of reimbursement paid to the Agency for participants enrolled in centers shall be based on the percentage of enrolled participants who are eligible for free, reduced price, and paid meals. During any fiscal year, the amount of reimbursement paid to the Agency for participants enrolled in family day care homes, group day care homes, child care centers and adult care centers shall be on the basis of the number of meals served at rates adjusted annually. During any fiscal year, the amount of administrative costs payments to a sponsoring organization of day care homes will equal the sum of the products obtained by multiplying each month the sponsoring organization's (i) initial 50 day care homes, (ii) next 150 day care homes, and (iii) additional day care homes by the applicable rate(s);
2. Disburse promptly and equitably any funds received under section 240.5 (Cash-in-lieu-of Commodities) to Agency;
3. Make available on an annual basis to the information media serving the area from which the Agency draws its attendance, a public release announcing the availability of meals to all eligible enrolled participants without regard to race, color, sex, national origin, age, or disability;
4. Audit nonprofit organizations which spend less than \$750,000 in federal financial assistance during a fiscal year at least once every two years and all for-profit centers annually.

**The Agency represents and warrants that:**

1. The governing body is responsible for the administration of the sites listed on the Site Application of this Agreement, or it is an agency to which the sites listed on the Site Application have delegated authority for the operation of the food service program.
2. In order to qualify for reimbursement under this Agreement, it shall conduct the program in accordance with regulations governing the Child and Adult Care Food Program (7 CFR Part 226), the USDA Food Buying Guide and USDA Crediting Foods Book, and State Department's regulations and guidance in the *Administrative Handbook, Monthly Updates provided at www.kn-eat.org*, and specifically, shall conform to the following requirements:
  - a. Operate a nonprofit food service using all of the income solely for the operation or improvement of such service, as allowed by Regulation. Complete information is in the CACFP Administrative Handbook, Financial Management chapter.
  - b. Serve meals which meet the minimum nutritional requirements specified by USDA regulation and State Department guidance. (See Schedule F)

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- c. Serve the same meal at no separate charge to all eligible participants who are in attendance at meal time, if a non-pricing program.
  - d. Collect and maintain documentation of the enrollment of each participant including income information used to determine eligibility for free and reduced price meals. Participants who have a current and complete enrollment form on file, but income information is not available, shall be reported under the paid category only. For family day care homes, reimburse for meals as specified by USDA regulations for Tier 1 and Tier 2 homes.
  - e. Claim reimbursement only for meals served to eligible enrolled participants in each income category within the limits of the license issued by the Kansas Department of Health and Environment or appropriate federal authority. No more than 2 meals and 1 snack or 2 snacks and 1 meal per participant shall be claimed. For At-Risk, 1 meal and 1 snack may be claimed.
  - f. Ensure that meals claimed for CACFP reimbursement, whether prepared on-site or prepared by a vendor, are not supported by commodity foods or funds under Title III of the Older Americans Act.
  - g. Submit claims for reimbursement in accordance with procedures established by the State Department. Only final original claims received within 60 days following the close of the claiming month shall be eligible for reimbursement.
  - h. Maintain in the storage, preparation, and service of food, proper sanitation and health standards that conform with all applicable state and local laws and regulations.
  - i. Purchase food in quantities that may be efficiently utilized in food service.
  - j. Use cash received in lieu of commodities for the purchase of food items that are necessary to meet the meal requirements set forth by USDA regulation and KSDE guidance.
  - k. Maintain necessary facilities for storing, preparing, and/or serving food.
  - l. Maintain full and accurate records of the Program, including those set forth under Record Keeping Requirements of the Agreement, and retain such records for a period of three years after the end of the fiscal year to which they pertain plus the current year, except that if review or audit findings have not been resolved, the records shall be retained as long as required for the resolution of the issues raised by the audit.
  - m. Operate the program in accordance with the provisions of 7 CFR Part 226 and any instructions and handbooks issued by the State Department.
  - n. Make all accounts and records pertaining to the Program available to the State Department and to FNS for audit or review at a reasonable time and place. The State Department, FNS, and other state or federal officials have the right to make announced or unannounced reviews of the Agency's operations during normal hours of operation. Anyone making such reviews must show photo identification that demonstrates that he/she is an employee of one of these entities.
  - o. Provide adequate supervisory and operational personnel for overall monitoring and management of each food service operation, and to promptly take such actions that are necessary to correct deficiencies found at the time of any onsite visit.
  - p. Nonprofit organizations spending over \$750,000 in federal financial assistance will schedule and pay for their own audit in accordance with audit requirements of the Office of Management and Budget (OMB) Circular A-133. Public organizations will comply with audit requirements of the OMB A-128.
3. A public organization or a nonprofit organization which has tax-exempt status under the Internal Revenue Code of 1986, the Agency must maintain its public or nonprofit status. For-profit centers must:
    - a. Certify and provide documentation each month for each for-profit child care center that at least 25 percent of the center's participants received DCF participant care subsidies or at least 25 percent of the participants qualify for free and reduced price categories. The 25 percent applies to the center's enrollment or license capacity, whichever is less.
    - b. Certify and provide documentation each month for each for-profit center that it receives funds under Title XIX of the Social Security Act for at least 25 percent of the each center's enrolled participants during the month preceding application to the Program or 25 percent of license capacity, whichever is less, and shall continue to certify and provide such information in each succeeding month. The Agency shall not claim reimbursement for meals served in any for-profit center for any month during which the center receives Title XIX funds for less than 25 percent of its participants.
  4. All child care centers and/or family day care homes listed on the Site Application have a valid license or exemption from licensing for providing participant care issued by the Kansas Department of Health and Environment or appropriate federal authority. All adult care centers listed on the Site Application have a valid license, certificate, or Medicaid approval for providing adult day care.
  5. It provides organized center care in nonresidential situations.
  6. It understands and agrees that any materials developed with Program funds by the center or Agency may be freely reproduced, produced, or otherwise used by FNS, State Department, or by other centers under the CACFP.
  7. This Agreement is non-assignable and no assignment thereof in whole or part by the Agency for any purpose shall take effect and be binding against the State Department.
  8. It accepts the final financial and administrative responsibility for the conduct of its food service and financial and administrative responsibility for each family day care home and participant care center under its jurisdiction.

### **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.

**The State Department and Agency mutually agree that:**

1. The Sponsor Application and Site Application, listing sites approved for participation, shall be part of this Agreement. Sites or meals may be added to or deleted from the Site Application as the need arises. All such changes must be confirmed in writing or on-line and sent to the State Department. All the references herein to the Site Application shall be deemed to include such Site Application as supplemented and amended.
2. The State Department shall promptly notify the Agency of any change in the minimum meal requirements or in the applicable rates of reimbursement.
3. The Agency may contract with a local school food authority or with a commercial enterprise for the preparation and delivery of meals or meal components. In such an event, the Agency shall comply with procurement requirements set forth in 7 CFR 226.22 and should use the prototype contract approved by the State Department. The Agency shall remain responsible for fulfillment of the terms of the Agreement.
4. The Agency will complete CACFP Administrative Workshop each program year. Food safety training approved by the State Department every three years will be required for a sponsor representative. New Authorized Representatives should attend CACFP Jump Start training within 6 months of taking the responsibility.
5. For the purposes of this Agreement the following terms shall mean, respectively:
  - a. Adult day care center - any public or private nonprofit organization or any proprietary Title XIX or XX center (as defined in the section) which (a) is licensed or approved by Federal or State authorities to provide nonresidential adult day care services to functionally impaired adults (as defined in this section) or persons 60 years of age or older in a group setting outside their homes or in a group living arrangement on a less than 24-hour basis and (b) provides for such care and services directly or under arrangements made by the Agency whereby the Agency maintains professional management responsibility for all such services. Such centers shall provide a structured, comprehensive program that provides a variety of health, social and related support services to enrolled adult participants through an individual plan of care.
  - b. Advanced Payments - financial assistance made available to a sponsoring organization of day care homes for its Program costs prior to the month in which such costs will be incurred.
  - c. At-Risk Afterschool Meals - provides free reimbursement to afterschool programs that serve a meal or snack to children in low income areas.
  - d. Child care center - any licensed, public or private nonprofit organization or for-profit center providing nonresidential child care services to enrolled participants, primarily of preschool age, including but not limited to day care centers, Head Start centers or organizations providing day care services for participants with handicaps.
  - e. Claiming percentage - the ratio of the number of enrolled participants in a site in each reimbursement category (free, reduced price, or paid) to the total number of enrolled participants in the site.
  - f. Day care home - a licensed day care program for participants enrolled in a private home under the auspices of a sponsoring organization.
  - g. Days - calendar days unless otherwise specified.
  - h. Department - U.S. Department of Agriculture.
  - i. Emergency/homeless shelter - a public or private nonprofit organization whose primary purpose is to provide temporary shelter and food services to homeless families and/or participants.
  - j. Enrolled participant - a person who has completed or whose parent or guardian has completed and submitted to an Agency a signed document that contains all required enrollment information and is updated annually.
  - k. FNS - Food and Nutrition Service of the U.S. Department of Agriculture.
  - l. Family or Household - a group of related or non-related individuals who are not residents of an institution or boarding house, but who are living as one economic group.
  - m. For-profit Child Care Center - any private, for-profit center providing nonresidential day care services to enrolled participants with (1) at least 25 percent of the participants receiving DCF participant care subsidies (compensation from amounts granted under Title XX of the Social Security Act) or (2) at least 25 percent of the participants qualifying for free or reduced price categories based on a current and complete Income Eligibility form. The 25 percent is based on total enrolled participants or license capacity, whichever is less.
  - n. Functionally Impaired Adult - chronically impaired disabled persons 18 years of age or older, including victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction, who are physically or mentally impaired to the extent that their capacity for independence and their ability to carry out activities of daily living is markedly limited. Activities of daily living include, but are not limited to, adaptive activities such as cleaning, shopping, cooking, taking public transportation, maintaining a residence, caring appropriately for one's grooming or hygiene, using telephones and directories, or using a post office. Marked limitations refer to the severity of the impairment, and not the number of limited activities, and occur when the degree of limitation is such as to seriously interfere with the ability to function independently.
  - o. Group Living Arrangement (adult care programs only) - residential communities which may or may not be subsidized by Federal, State or local funds but which are private residences housing an individual or group of individuals who are primarily responsible for their own care and who maintain a presence in the community but who may receive on-site monitoring.

- p. Income to the Program - any funds used in an Agency's food service program, including but not limited to all monies other than Program payments received from other federal, state, intermediate, or local government sources; income, if any, from food sales to non-participating adults; and other income, including cash donations or grants from organizations or individuals.
  - q. Internal controls - the policies, procedures, and organizational structure of an Agency designed to reasonably assure that: (1) the Program achieves its intended result; (2) Program resources are used in a manner that protects against fraud, abuse, and mismanagement and in accordance with laws, regulations, and guidance; and (3) timely and reliable Program information is obtained, maintained, reported, and used for decision-making.
  - r. Medicaid participant - an adult participant who receives assistance in paying for Adult Day Care Services under Title XIX of the Social Security Act, the Grant to States for Medical Assistance Programs—Medicaid.
  - s. Non-pricing program - a program that provides meals/snacks at no separate charge to participants.
  - t. Nonprofit food service - all food service operations conducted by the Agency principally for the benefit of enrolled participants, from which all of the Program reimbursement funds are used solely for the operations or improvement of such food service.
  - u. Nonresidential - that the same participants are not maintained in care for more than 24 hours on a regular basis.
  - v. Notice - a letter sent by certified mail, return receipt (or the equivalent private delivery service), by facsimile, or by email, that describes an action proposed or taken by the State Department or FNS with regard to an Agency's Program reimbursement or participation. If the notice is undeliverable, it is considered to be received by the Agency, responsible principal, or responsible individual five days after being sent to the addressee's last known mailing address, facsimile number or email address.
  - w. Operating costs - expenses incurred by an Agency in serving meals to participants under the Program, and allowed by the State Department financial management instruction.
  - x. Outside-school-hours care center - a public or private nonprofit organization or a for-profit center licensed or approved to provide organized nonresidential child care services to children, primarily of school age, outside of the school hours. Outside-school-hours care centers may participate in the Program as independent centers or under the auspices of a sponsoring organization.
  - y. Participants - children (a) persons 12 years and under, (b) children of migrant workers 15 years of age and under, (c) persons with mental or physical handicaps, as defined by State Department, enrolled in an agency or participant care facility serving a majority of persons 18 years of age and under, and (d) persons 18 years and under participating in the area eligible snack program or emergency shelter program or (e) a person eligible for CACFP benefits enrolled in an adult day care center and who is functionally impaired (as defined in this section) or 60 years of age or older.
  - z. Pricing program - A program that sells meals/snacks to participants. This includes any program in which maximum use is made of CNP reimbursement payments to lower the price participants would otherwise pay for meals/snacks. Pricing programs must complete the Nondiscrimination Policy Statement for Pricing Centers or Sponsors for Free and Reduced-Price Meals which becomes a part of this agreement. The form can be found in the Administrative Handbook.
  - aa. Principal - any individual who holds a management position within, or is an officer of, an Agency or site, including all members of the Agency's board of directors or the site's board of directors.
  - bb. Proprietary Title XIX adult center - any private, for-profit center (a) providing nonresidential adult day care services for which it receives compensation from amounts granted to the States under Title XIX of the Social Security Act and (b) in which Title XIX beneficiaries were not less than 25 percent of enrolled eligible participants in the calendar month preceding initial application or annual reapplication for Program participation.
  - cc. Program year - October 1 to September 30
  - dd. Sponsoring organization - a public or nonprofit private organization which is entirely responsible for the administration of the food program in: (1) one or more day care homes; (2) a child care center or outside-school-hours care center, or adult day care center which is a legally distinct entity from the sponsoring organization; (3) two or more child care centers, outside-school-hours care centers, or adult day care centers; or (4) any combination of child care centers, adult day care centers, day care homes, and outside-school-hours care centers.
  - ee. SSI participant - an adult participant who receives assistance under Title XVI of the Social Security Act, the Supplemental Security Income (SSI) for the Aged, Blind and Disabled Program.
  - ff. Tier I day care home means (a) a day care home that is operated by a provider whose household meets the income standards for free or reduced/price meals, as determined by the sponsoring organization based on a completed free and reduced price application, and whose income is verified by the sponsoring organization of the home or (b) considered Tier 1 based on area eligibility.
  - gg. Tier II day care home means a day care home that does not meet the criteria for a Tier I day care home.
  - hh. Unannounced review - an on-site review for which no prior notification is given to the Agency or site.
  - ii. USDA - U.S. Department of Agriculture
6. The following appeal procedure shall be followed when an Agency requests a review of (1) a denial of an application submitted by a sponsoring organization, (2) an intent to terminate participation; (3) a suspension of an Agreement; (4) a denial of an application for start-up payments; (5) a denial of an advance payment; (6) a denial of all or part of a claim for reimbursement; (7) a request for the remittance of an overpayment; (8) a denial by State Department to forward to FNS an exception request for payment of late claim or request for an upward adjustment; and (9) any other action by State Department which affects the Agency's participation in or reimbursement for the Program.
- a. The Agency and persons specified by regulations shall be advised in writing of the grounds on which the action is based.
  - b. The Agency shall file a request for review no later than fifteen (15) calendar days from the date the Agency received notice of the action, and State Department shall acknowledge receipt of the request for review within ten (10) calendar days.
  - c. The Agency may refute the charges contained in the notice of action in person and by written documentation to the review official. In order to be considered, written documentation must be filed with the review official no later than thirty (30) calendar days after the Agency received the notice of action.
  - d. The Agency may be assisted or represented by an attorney or other person.
  - e. A review shall be conducted and the decision made by a review official who did not participate in the decision under appeal.
  - f. Information on which State Department's action was based shall be available to the Agency for inspection after State Department receives the request for review.

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- g. A hearing shall be held by the review official in addition to, or in lieu of, a review of written information submitted by the Agency only if the Agency requests a hearing in the letter of request for review.
  - h. Upon receiving a request for a hearing, State Department shall provide the Agency with at least ten (10) calendar days advance written notice of the time and place of the hearing. The notice shall be sent by certified mail, return receipt requested.
  - i. Failure of the Agency's representative to appear at the scheduled hearing shall constitute the Agency's waiver of the right to a personal appearance before the review official.
  - j. The decision of the review official shall be based on information provided by State Department, the Agency, and Program regulations.
  - k. Within sixty (60) calendar days of State Department's receipt of the request for review, the review official shall inform State Department, the Agency, and persons specified by regulations of the determination of the review.
  - l. State Department's action shall remain in effect during the review process.
  - m. The determination by the review official is the final administrative determination to be afforded to the Agency.
7. State Department shall adjust Agency claiming percentages if it is found that the Agency has inaccurately classified or reported the number of enrolled participants eligible for free, reduced price, or paid meals.
  8. Additional Requirements for Sponsors of Day Care Homes are attached hereto and made a part of this Agreement as though fully set out herein under mark of Schedule B.
  9. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof under mark of Schedule C.
  10. The provisions found in Equal Employment Clause is attached hereto and made a part of this Agreement as though fully set out herein under mark of Schedule D.
  11. The provisions found in Nonsegregated Facilities Clause is attached hereto and made a part of this Agreement as though fully set out herein under mark of Schedule E.
  12. This Agreement shall be effective commencing with the date stated on page 1 unless terminated earlier as herein provided. The State Department's Agreement to reimburse the Agency is conditioned upon the continued availability of funds appropriated for Child and Adult Care Food Program in a sufficient amount, and no legal liability on the part of the Government for the payment of any money shall arise unless and until such appropriation shall have been provided.
  13. The Agreement may be terminated upon twenty (20) days written notice on the part of either party hereto, and the State Department may terminate this Agreement after receipt of evidence that the terms and conditions of this Agreement and of the regulations governing the Program have not been fully complied with by the Agency. Any termination by an Agency which is a sponsoring organization must include a provision by the Agency which ensures that the sites listed in the Site Application are paid for the claim which occurs during the month of the termination date, and that each site is provided adequate time to sign an agreement with a new Agency so that the site's CACFP participation can be continuous. Any termination of this Agreement by the State Department shall be in accord with applicable laws and regulations. No termination or expiration of this Agreement, however, shall affect the obligation of the Agency to maintain and retain records and to make such records available for audit. Any Agency failing to process and pay the last claim for each site, or failing to allow adequate time for each site to transfer will be declared seriously deficient, disqualified, and future participation denied. An Agency may appeal an intent to terminate according to procedures outlined in 7 CFR Part 226.
  14. The terms of this Agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto or by any changes necessitated by Regulation.

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### Record Keeping Requirements

The Agency must keep full and accurate records regarding its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. The records to be kept include the following:

1. Meal Service Records:
  - a. Menus – Requirement: Daily records of menus must contain a listing of the food items served in each meal type to ensure that the CACFP meal pattern requirements were met. Menu records must be updated to reflect changes to planned menus so that the menu records reflect the actual meal components and foods served to participants [7 CFR 226.6(15)(e)(10)].
2. Daily Attendance Records
3. Meal Counts Requirements
  - a. Daily counts of the number of meals served to enrolled children, taken at the point of service, must be recorded and maintained by all participating centers.
4. Program Income (Receipts)
  - a. From Agency funds to subsidize food service program.
  - b. From Federal reimbursement.
  - c. From payments for non-program adults
  - d. From all other sources, including loans to the food service program.
5. Program Expenditures
  - a. Food and non-food purchases.
  - b. Salaries including fringe benefits.
  - c. Office costs.
  - d. Expendable equipment.
  - e. Maintenance of nonexpendable equipment.
  - f. Contractual services.
  - g. Other administrative costs.
  - h. Distribution of payments to homes and centers.
6. Administration
  - a. License or federal or state approval.

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- b. Applicable Income Eligibility forms for all enrolled participants correctly determined to document eligibility.
  - c. Applicable Enrollment forms.
  - d. Documentation of periodic visits to centers or day care homes to monitor compliance. This requirement pertains only to an Agency administering more than one center or day care home.
  - e. If a for-profit center, documentation of eligibility for each month of Program participation.
7. Documentation of nonprofit food service to ensure that all Program reimbursement funds are used: (1) solely for the conduct of the food service or (2) to improve such food service operations, principally for the benefit of the enrolled participants.
  8. Enrollment forms which are current, complete and meet CACFP requirements. Documentation of Civil Rights ethnic/racial data.
  9. Meal Modification forms or documentation of disability for participants receiving any variances from the CACFP meal pattern.
  10. Meal Contract(s) and Meal Transportation Sheets, if the Agency contracts for the preparation and/or delivery of meals.
  11. If a for-profit center, the record of payment and billing forms to document (a) Title XIX and/or Title XX participation and (b) the eligibility for monthly participation in CACFP.
  12. Annual certification documents and management plan.
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### SCHEDULE B Additional Requirements for Sponsors of Day Care Homes Only

Agency will:

1. Determine Tier 1 and Tier 2 status of each day care home based on area eligibility or provider income information.
  2. Provide each Tier 2 day care home with additional options to receive Tier 1 reimbursement.
  3. Notify each day care home of the reimbursement method selected by the Agency.
  4. Verify income of providers applying for Tier 1 status based on provider's household income.
  5. Keep confidential income eligibility information from family households; it will not be shared with the day care home providers.
  6. Limit use of income information for determining income eligibility status of recipient participants and day care home providers. Limit access of income information to only persons with direct administrative responsibilities in the CACFP.
  7. Verify completion of the training requirement for each provider.
  8. Process provider claims for reimbursement monthly and:
    - a. Report to the State Department the number of meals served to enrolled participants by type of meal and by category of eligibility for each day care home.
    - b. Report to the State Department the number of participants in attendance by category of eligibility for each day care home provider.
  9. Monitor day care home providers and report serious deficiencies to the State Department according to the guidance provided by USDA or State Department.
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### SCHEDULE C Contractual Provisions Attachment (State of Kansas form: DA-146a, Rev 06-12)

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to agency at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Agency shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the agency all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to agency at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the agency.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any agency or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The agency agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subagency or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the agency is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the agency has violated applicable provisions of

ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Agency agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a agency who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the agency thereby represents that such person is duly authorized by the agency to execute this contract on behalf of the agency and that the agency agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify an agency for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the agency shall bear the risk of any loss or damage to any property in which the agency holds title.
11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

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**SCHEDULE D**  
**Equal Employment Opportunity Clause**

During the performance of this Agreement insofar as it relates to state administrative expenses, Agency agrees that: (1) Agency shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex or national origin. Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, disability, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Agency agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by State Department setting forth the provisions of this nondiscrimination clause. (2) Agency shall in all solicitations or advertisements for employees placed by or on behalf of Agency, state that all qualified applicants shall receive consideration for employment without regard to race, color, age, disability, sex or national origin. (3) Agency shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or worker's representative of the State Department's commitments under Section 202 of Executive Order No. 11246 of September 14, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) Agency shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) Agency shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of Agency's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement, as it relates to state administrative expenses, may be canceled, terminated, or suspended in whole or in part and Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such order sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (7) Agency shall include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. Agency shall take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the State Department of Education may request the United States to enter into such litigation to protect the interests of the United States. Under applicable regulations, the Equal Employment Opportunity clause is not applicable to any agency of the state which does not participate in work on or under this Agreement insofar as it relates to state administrative expenses.

**SCHEDULE E**  
**Nonsegregated Facilities Clause**

Agency certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Agency agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause of this Agreement. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise. Agency further agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of any contract containing the Equal Opportunity Clause (contracts of \$10,000 or less are exempt from the provisions of the Equal Employment Opportunity Clause), that it will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

A Certification of Nonsegregated Facilities, as required by 41 CFR 60-18, and amendments thereto, on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of any subcontract containing the Equal Opportunity Clause. The certification may be submitted either for each separate subcontract or for subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements is prescribed in 18 U.S.C. 1001.

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## SCHEDULE F

### Child and Adult Care Food Program Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

<b><u>Breakfast</u></b>	<b><u>Ages</u></b>			
	<b><u>1-2</u></b>	<b><u>3-5</u></b>	<b><u>6-12 &amp; 13-18</u></b>	<b><u>Adults</u></b>
Milk	1/2 cup	3/4 cup	1 cup	1 cup
Vegetables, fruits, or both	1/4 cup	1/2 cup	1/2 cup	1/2 cup
Grains	1/2 oz eq*	1/2oz eq*	1 oz eq*	2 oz eq*

\*Meat and meat alternates may be used to substitute the entire grains component a maximum of 3X per week.  
Oz eq = ounce equivalents

<b><u>Lunch and Supper</u></b>	<b><u>Ages</u></b>			
	<b><u>1-2</u></b>	<b><u>3-5</u></b>	<b><u>6-12 &amp; 13-18</u></b>	<b><u>Adults</u></b>
Milk	1/2 cup	3/4 cup	1 cup	1 cup*
Meat and meat alternates	1 oz	1 ½ oz	2 oz	2 oz
Vegetables	1/8 cup	1/4 cup	1/2 cup	1/2 cup
Fruits	1/8 cup	1/4 cup	1/4 cup	1/2 cup
Grains	1/2 oz eq	1/2 oz eq	1 oz eq	2 oz eq

\*A serving of milk is not required at supper meals for adults.  
Oz eq = ounce equivalents

<b><u>Snack</u></b>	<b><u>Ages</u></b>			
	<b><u>1-2</u></b>	<b><u>3-5</u></b>	<b><u>6-12 &amp; 13-18</u></b>	<b><u>Adults</u></b>
Milk	1/2 cup	1/2 cup	1 cup	1 cup
Meat and meat alternates	1/2 ounce	1/2 ounce	1 ounce	1 ounce
Vegetables	1/2 cup	1/2 cup	3/4 cup	1/2 cup
Fruits	1/2 cup	1/2 cup	3/4 cup	1/2 cup
Grains	1/2 oz eq	1/2 oz eq	1 oz eq	1 oz eq

Select 2 of the 5 components for snack.  
Oz eq = ounce equivalents

*Note: All serving sizes are minimum quantities of the food components that are required to be served.*

## Infant Meal Pattern

### Child and Adult Care Food Program Meal Pattern Requirements

Refer to 7 CFR 226.20 for the regulatory references to the CACFP Meal Pattern.

	Breakfast	Lunch and Supper	Snack
<b>0-5 Months</b>	4-6 fluid ounces (fl. oz.) breastmilk or formula	4-6 fl. oz. breastmilk or formula	4-6 fl. oz. breastmilk or formula
<b>6-11 Months</b>	<p>6-8 fl. oz. breastmilk or formula</p> <p>0-4 tbsp. infant cereal, meat, fish, poultry, whole eggs, cooked dry beans or peas; or 0-2 oz. cheese; or 0-4 oz. (volume) cottage cheese; or 0-4 oz. yogurt; or a combination*</p> <p>0-2 tbsp. vegetable, fruit or both*</p>	<p>6-8 fl. oz. breastmilk or formula</p> <p>0-4 tbsp. infant cereal, meat, fish, poultry, whole eggs, cooked dry beans or peas; or 0-2 oz. cheese; or 0-4 oz. (volume) cottage cheese; or 0-4 oz. yogurt; or a combination*</p> <p>0-2 tbsp. vegetable, fruit or both*</p>	<p>2-4 fl. oz. breastmilk or formula</p> <p>0-1/2 bread slice; or 0-2 crackers; or 0-4 tbsp. infant cereal or ready-to-eat cereal*</p> <p>0-2 tbsp. vegetable, fruit, or both*</p>

\*Required when infant is developmentally ready.

*All serving sizes are minimum quantities of the food components that are required to be served.*