

Online
Submission
2011

Ky. gov
nhs phase II. Ky. gov

CACFP/ADC Agreement

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID 616001295-EX1

In order to effectuate the purposes of the National School Lunch Act as amended, the Kentucky Department of Education (hereinafter referred to as the State Agency), and the sponsor whose name and address appear above (hereinafter referred to as the "Sponsor"), acting on behalf of each child care site or adult day care site participating in the Child and Adult Care Food Program covenant and agree as follows:

- A. The State Agency acting through the Food and Nutrition Service (FNS), USDA agrees that, to the extent of funds available, it shall reimburse the Sponsor in accordance with applicable requirements and regulations of the Child and Adult Care Food Program, 7 CFR Part 226 and any amendments thereto. The State Agency also agrees to provide general administration and supervisory assistance by State Agency personnel as deemed necessary and adequate for proper conduct of each program.
- B. The terms of this Agreement and the detailed information contained on the Application, all parts of the Management Plan, Schedules A and B, and all attachments, which shall be considered a part of the Agreement, shall not be modified or changed in any way other than by consent in writing of both parties hereto.
- C. This Agreement shall be effective for the period commencing on October 1 of the current approval year, and ending on September 30 of the subsequent approval year. The State Agency shall have no obligation for services rendered by the sponsor that are not performed within the specified period indicated at the bottom of this Agreement.
- D. The Sponsor, being the authority for supervision and control over the program, warrants that it accepts final financial and administrative responsibility for the program and that it will:
 1. Ensure that all institutions that receive funds from the Child and Adult Care Food Program (CACFP) must have a license/approval issued by the Kentucky Cabinet for Families and Children. If required, the sponsor, its employees, and all sites under its sponsorship shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations. Proof of all licenses shall be provided to the State Agency upon request.
 2. Attend State Agency training each fiscal year (all owner must attend);
 3. Provide and document training each fiscal year for sponsor personnel involved in the CACFP;
 4. Make available to the informational media serving the area from which the site draws its attendance, a public release which includes the standard complaint procedure announcing that the sponsor is a participant in the Child and Adult Care Food Program (CACFP), that reimbursement will be claimed only for meals served to enrolled participants in membership, and that the sponsor does not discriminate on the basis of race, color, sex, age, national origin, or disability. The Program will be operated in accordance with federal guidelines and instructions and Part 226 of the regulations.
 5. Assure that no separate charge is made for meals;
 6. Operate a nonprofit food service program for the benefit of participants using all of the income accruing to the program solely for the operation or improvement of such a program and only for those food service-related purchases permitted by state and federal rules and regulations;

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7. Serve and claim for reimbursement only those meals that meet USDA portion and component requirements;
8. Claim for reimbursement only those meals that are served at locations approved by the State Agency;
9. Provide meal services only during times approved by the State Agency;
10. Ensure that meals claimed for reimbursement are consumed at the meal service locations approved by the State Agency;
11. Claim reimbursement only of those meals served to enrolled participants in membership;
12. Claim for reimbursement only those meals that are served to eligible participants who are present at the meal services;
13. Obtain eligibility applications with family-size and income information on each enrolled participant and report such information to the State Agency for reimbursement purposes;
14. Maintain a financial management system prescribed by the State Agency in accordance with 7 CFR Part 226 and FNS 796-2, Rev.3;
15. Assure that funds received from the Child and Adult Care Food Program will be subject to the control of the duly constituted governing body of the Sponsor. All funds received for the operation of the Child and Adult Care Food Program shall be used exclusively for the purpose for which they were received;
16. Should the sponsor request reimbursement for indirect cost, the sponsor must submit to the State Agency a copy of the indirect cost rate approved by the cognizant federal agency and the State. The sponsor will be reimbursed indirect cost as substantiated by the approved indirect cost rate. Once the sponsor makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior written approval of the cognizant federal agency and State.
17. The sponsor's costs shall be subject to reduction for amounts included on any invoice or payments made which are determined by the State Agency, on the basis of audits and/or reviews, to constitute unallowable costs;
18. Maintain all monthly CACFP records at the Sponsor and/or Sponsor location and make such records available for audit/review upon demand with or without prior notification, and that the State Agency, FNS, and the General Accounting Office staff making such reviews must show photo identification;
19. Maintain all current CACFP records at the Sponsor location and make such records available for review/audit upon demand with or without prior notification, and that the State Agency, FNS, and the General Accounting Office staff making such reviews must show photo identification;

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20. Maintain full and accurate records to serve as a basis for the Claim for Reimbursement. Upon request, fully cooperate to make all records pertaining to the program available to the State Agency, FNS, and the General Accounting Office for audit and/or review purposes at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit and/or review;
 21. Maintain full and accurate records to serve as a basis for the Claim for Reimbursement. Upon request, fully cooperate to make all records pertaining to the program available to the State Agency, FNS, and the General Accounting Office for audit and/or review purposes at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit and/or review;
 22. Maintain necessary facilities for the storage, preparation and service of food and milk and ensure that appropriate sanitation health standards are in compliance with all applicable state and local laws and rules;
 23. Submit (on a form provided by the State Agency) Claims for Reimbursement in accordance with instructions provided by the State Agency. Claims for Reimbursement must be filed within 30 days following the month of operation. Corrected claims must be submitted within 45 days following the month of operation. Corrected claims as the result of an administrative review or audit are not bound by the 45-day requirement;
 24. The sponsor shall complete and sign an "Authorization for Electronic Deposit of Vendor Form" (Authorization Agreement for Automatic Deposit). This form shall be provided to the sponsor by the State Agency. Once this form has been completed and submitted to the State by the sponsor, all payments to the sponsor shall be made by Automated Clearing House (ACH). The sponsor shall not invoice the State for services until the sponsor has completed this form and submitted it to the State Agency.
 25. Assure that each private for-profit child care site and each for-profit adult day care site (Title XIX) that participates under its sponsorship meets the 25% low-income eligibility in the month preceding application to the program. The sponsor shall not claim reimbursement in any month in which the site cannot document the 25% low-income eligibility. The for-profit sponsor also certifies that all sites under this agreement have the same legal identity as the for-profit sponsor;
 26. Determine that all meal procurements with food service management companies are in conformance with the bid and contractual requirements of 7 CFR Parts 226.21 and 226.22;
 27. Secure an audit in accordance with OMB Circular A-133 if they are a public or private non-profit sponsor and receive \$500,000 or more in federal funds;
- E. This Agreement is renewable by the State Agency and the Sponsor and/or Sponsor. Renewal will be contingent upon the Sponsor meeting program requirements in this agreement and those outlined in 7 CFR Parts 226, the current and accurate submission of written renewal data, and other pertinent instructions from the State Agency or FNS;

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- F. This Agreement may be terminated upon fifteen (15) days written notice by mutual consent on the part of either party hereinto. Any termination of this Agreement by the State Agency shall be in accord with applicable laws and regulations. No termination or expiration of this Agreement, however, shall affect the obligation of the Sponsor to maintain and retain records and to make such records available for audit. Termination of the Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.
- G. If the sponsor fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the sponsor violates any terms of this Agreement, and if the sponsor's actions represent an imminent threat to the health and safety of the participants served or of the public, the State Agency shall have the right to immediately suspend the sponsor's participation (including program payments) and determine the sponsor and all responsible principals and/or individuals Seriously Deficient. The State Agency shall issue a Notice of Suspension, Serious Deficiency and Notice of Proposal to Terminate and disqualify to identify: (1) the grounds for suspension; (2) grounds for determination of Serious Deficiency; (3) the ground(s) for proposed termination; (4) proposal to disqualify the sponsor and all responsible principals and/or individuals; (5) proposal to submit the Sponsor's name and all responsible principals and/or individuals for inclusion on the National Disqualified List; (6) that if the sponsor voluntarily terminates its agreement with the State Agency after having been notified of the proposed termination, the sponsor and responsible principals and/or individuals will be disqualified; and (7) the Sponsor's right to request a fair hearing to appeal the proposed termination action and proposed disqualification. Notwithstanding the above, the Sponsor shall not be relieved of liability to the State Agency for damages sustained by virtue of any breach of this agreement by the Sponsor.
- H. If the sponsor fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the sponsor violates any terms of this Agreement, and if the sponsor's actions do not represent an imminent threat to the health and safety of the participants served or of the public, the State Agency shall issue a Notice of Serious Deficiency which shall identify: 1) the ground(s) for Serious Deficiency and required corrective action; and 2) shall name the responsible principals and/or individuals. Should all Serious Deficiencies not be corrected within the designated time frame, the State Agency shall issue a Notice of Intent to Terminate letter to the sponsor. The Notice of Intent to Terminate letter shall identify: 1) the ground(s) for termination; 2) proposal to disqualify the Sponsor and all responsible principals and/or individuals; 3) proposal to submit the Sponsor's name and all responsible principals and/or individuals for inclusion on the National Disqualified List; and 4) the Sponsor's right to request a fair hearing to appeal the termination action. The notice shall also advise that program payments shall not be withheld during the appeal process. If the sponsor does not request a fair hearing within 15 calendar days of its receipt of the Notice of Intent to Terminate letter, the State Agency shall issue a letter to the sponsor to terminate participation effective on the 16th calendar day following the sponsor's receipt of the Notice of Intent to Terminate letter. If the sponsor requests a fair hearing and the State Agency's termination action is upheld on appeal, the State Agency shall issue a letter to the sponsor to terminate participation effective on the date of the appeal ruling issued by the State. Notwithstanding the above, the sponsor shall not be relieved of liability to the State Agency for damages sustained by virtue of any breach of this Agreement by the sponsor.
- I. The State Agency may take action, including prosecution for fraud under applicable state and federal statutes or initiate a reclaim, if any part of the money received by the sponsor through improper or negligent action, is diminished, lost, misapplied, or diverted from the program. This liability on the part of the sponsor shall remain in effect for the applicable periods of limitations as called for by law after the effective date of termination of the Agreement.

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- J. It is understood and agreed to and between the State Agency and the sponsor, whether public, private, or for-profit, that the regulations of the United States Department of Agriculture and the Food and Nutrition Service 7 CFR Part 226, and Kentucky Department of Education regulations and policies as related to the respective programs, are made a part of this Agreement and that the State Agency and the Sponsor are to abide by all of the conditions and terms set forth in the regulations and policies.
- K. The sponsor shall not assign this Agreement or enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the State Agency. If such subcontracts are approved by the State Agency, they shall contain, at a minimum, sections of this Agreement pertaining to Conflicts of Interest, Lobbying, Nondiscrimination and Public Notice.
- L. The parties hereto, in the performance of this Agreement, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- M. The sponsor shall report each month to the State Agency the total number of meals, by type (breakfast, lunches, suppers and supplements), served to participants. The State Agency shall base reimbursement to each institution on the number of meals, by type, served to participants multiplied by the assigned rates of reimbursement. The State Agency shall apply claiming percentages (the ratio of enrolled participants in each reimbursement category to the total of enrolled participants in the site) times the number of meals served, then multiplied by the reimbursement rates in order to determine monthly reimbursement. For-profit child care and Title XIX adult day care sites shall receive reimbursement only for calendar months during which not less than 25% of enrolled participants or 25% of license capacity whichever is less are low income.
- N. The sponsor's accounting records must be closed out at the end of the Agreement period in such a way that no reimbursable expenditures or revenue collections are carried forward.
- O. If total reimbursement payments made by the State Agency for the period of this Agreement exceed the sponsor's program costs, the sponsor shall refund the difference to the food service account.
- P. The Agreement is subject to appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State Agency reserves the right to terminate the Agreement upon written notice to the Sponsor. Said termination shall not be deemed a breach of contract by the State Agency. Upon receipt of the written notice, the sponsor shall cease all work associated with the Agreement. Should such an event occur, the sponsor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the sponsor shall have no right to recover from the State Agency any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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Q. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information provided to the sponsor by the State Agency or acquired by the sponsor on behalf of the State Agency whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed. All necessary steps shall be taken by the sponsor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards. The sponsor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the sponsor exercises its own confidential information so long as such standard of care does not violate applicable provisions of the first paragraph of this section. The sponsor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the sponsor in this Agreement; previously possessed by the sponsor without written obligations to the State Agency to protect it; acquired by the sponsor without written restrictions against disclosure from a third party which, to the sponsor's knowledge, is free to disclose the information; independently developed by the sponsor without the use of the State Agency's information; or, disclosed by the State Agency to others without restriction against disclosure. It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Agreement. By signing this Agreement, the Sponsor certifies compliance with the Drug-Free Workplace requirement and the Lobbying requirement. Certification regarding Drug-Free Workplace as required by the Drug-Free Workplace Act of 1988 and implemented by Sections 5151-5160 (P.L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 30017.600, purpose as amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691) – the sponsor certifies that it will or will continue to provide a drug-free workplace. Certification regarding lobbying as required by Section 1352, Title 31 U.S. Code, sponsors receiving \$100,000 or more must certify that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsor, to any person for influencing or attempting to influence an officer or employee by any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a cooperative agreement, the Sponsor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions".
3. The Sponsor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

The program applicant hereby agrees that it will comply with provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). The Sponsor understands that Section 504 of the Rehabilitation Act is designed to assure that those who receive Federal financial assistance will not discriminate against handicapped persons, and it provides in relevant part as follows: "No otherwise qualified handicapped individual in the United States... shall, solely by reason of this handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

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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), Department of Justice (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 grounds 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 the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate 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 which 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 the Department. This includes any Federal agreement, arrangement, or other contract, which 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 Title VI and permit authorized FNS personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service 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 received assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program Applicant.

The State Agency is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Kentucky State laws and regulations.

This is to certify that I have read this agreement and I will, as the legal representative of the Sponsor, cause the program to be conducted in full compliance with all applicable terms of this Agreement. I certify that the information on the Application/Management Plan, Schedules A and B, and all attachments, are true and correct to the best of my knowledge. I understand that this agreement is being entered into in conjunction with the receipt of federal funds and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

Sponsor

Chairman of the Board, Owner, Pastor, Superintendent, Mayor or President (List more than one if applicable)

Signature	Title	Date of Birth	Date	Phone
Dr. Thomas Richey	Superintendent	08/14/1936	08/04/2010	270-831-5000

Kentucky Department of Education

Signature

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Denise Hagan/sl

Approved Date

08/05/2011

Fiscal Year

2011

This agreement shall be effective with
respect to meals served commencing

10/01/2010 To 09/30/2011

☒ Sponsor has been issued a renewal

Renewal From

Renewal To

10/01/2010

09/30/2011

NHC17CC

08/16/2011

CACFP/ADC Site Summary

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

HENDERSON CO. BOE

Sites 8

		Meal Type						
		Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks
051-C17-999-CC		7	0	7	8	0	0	0
		Type of Site						
		Child Care	Head Start	For-profit	At-Risk	OSH	Adult Day Care	Title XIX (ADC) Homeless Shelter
		8	0	0	0	0	0	0
		Enrollment						
		Free Total	Reduced Total	Paid Total	Total Enrollment			
		222	46	191	459			

Site Number

Revise
051-C17-001-CC SOUTH HEIGHTS ELEM SCHOOL

Approved Date: 1199 MADISON ST
08/24/2010 HENDERSON KY 42420 Henderson

Original Date: Child Care

		Meal Type						
		Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks
08/24/2010	Children Served for CACFP Reimbursement	35	0	35	60	0	0	0

Begin Serving Time 8:30 am 11:30 am 2:30 PM

Site Number

Revise
051-C17-002-CC ACORNS CAIRO ELEM SCHOOL

CACFP/ADC Site Summary
CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

Approved Date: 10694 HWY 41

08/24/2010 HENDERSON KY 42420

Henderson

Original Date: Child Care

08/24/2010

Meal Type

Children Served for CACFP Reimbursement	Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks
	0	0	0	36	0	0	0

Begin Serving
Time

2:30 PM

Site Number

Revise JEFFERSON ELEM SCHOOL
051-C17-003-CC

Approved Date: 315 JACKSON ST

08/24/2010 HENDERSON KY 42420

Henderson

Original Date: Child Care

08/24/2010

Meal Type

Children Served for CACFP Reimbursement	Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks
	50	0	50	55	0	0	0

Begin Serving
Time

8:30 am

11:30 am

2:30 PM

Site Number

Revise EAST HIGHTS ELEM SCHOOL CLUB H
051-C17-005-CC

CACFP/ADC Site Summary

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

Approved Date: 1776 ADAMS LANE

08/24/2010 HENDERSON KY 42420

Henderson

Original Date: Child Care

		Meal Type						
	Children Served for CACFP Reimbursement	Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks
08/24/2010		50	0	50	83	0	0	0

Begin Serving
Time

8:30 am

11:30 am

2:30 PM

Site Number

Revise

051-C17-006-CC

BEND GATE ELEM SCHOOL CLUBHOUS

Approved Date: 920 BEND GATE RD

08/24/2010 HENDERSON KY 42420

Henderson

Original Date: Child Care

		Meal Type						
	Children Served for CACFP Reimbursement	Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks
08/24/2010		50	0	50	65	0	0	0

Begin Serving
Time

8:30 am

11:30 am

2:30 PM

Site Number

Revise

051-C17-007-CC

LITTLE COLONELS DAY CARE

CACFP/ADC Site Summary

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

Approved Date: 2424 ZION RD

08/24/2010 HENDERSON KY 42420

Henderson

Original Date: Child Care

08/24/2010

	Meal Type							
Children Served for CACFP Reimbursement	Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks	
	25	0	25	35	0	0	0	

Begin Serving Time			
8:00 am		11:00 am	2:00 pm

Site Number

Revise SPOTTSVILLE ELEM FAMILY CONNEC
051-C17-008-CC

Approved Date: 9190 US 60 EAST

09/20/2010 SPOTTSVILLE KY 42458

Henderson

Original Date: Child Care

09/20/2010

	Meal Type							
Children Served for CACFP Reimbursement	Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks	
	50	0	50	70	0	0	0	

Begin Serving Time			
8:30 am		11:30 am	2:30 PM

Site Number

Revise ACORNS - NIAGARA ELE SCHOOL
051-C17-009-CC

CACFP/ADC Site Summary

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

Approved Date: 13043 HWY 41 EAST

08/24/2010 HENDERSON KY 42420

Henderson

Original Date: Child Care

08/24/2010

	Meal Type						
Children Served for CACFP Reimbursement	Breakfast	AM Snacks	Lunch	PM Snacks	Supper	LN Snacks	At-Risk Snacks
	30	0	30	55	0	0	0

Begin Serving
Time

8:30 am

11:30 am

2:30 PM

CACFP/ADC Application

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID: 616001295-EX1

All sponsors participating in the Child and Adult Care Food Programs or Adult Day Care Food Programs must have an administrative office located in Kentucky. All required records pertaining to the programs must be maintained in this office.

The owner(s) of for-profit sites that participate in the Child and Adult Care Food Programs or Adult Day Care Food Programs in Kentucky must attend State Agency training prior to applying for participation in the program.

1. Sponsor Information: If the information below is not correct, you must contact the State Agency to have your records updated.

Address:	1805 2ND ST.	
City:	HENDERSON	State: KY
Zip Code:	42420-0000	County: Henderson
Fax:	270-831-5009	Phone: 270-831-5000
Program Begin Date:	10/01/2011	Program End Date: 09/30/2012
Contact Person:	Aleisha Sheridan	Title: Administrator of Child Care
Contact Email:	aleisha.sheridan@henderson.kyschools.us	Contact Phone: 270-831-5000
Date of Birth:	07/01/1973	

2. Type of Sponsor (Check all that Apply)

- ☒ Public
- ☐ Private Nonprofit [attach IRS 501(c)(3) letter]
- ☐ For-profit Child Care
- ☒ Sponsoring Organization
- ☐ Title XIX
- ☐ Adult Day Care

3. Type of Business

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Incorporated
- ☒ Public Entity (government)

CACFP/ADC Application

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- ☐ Affiliated Corporation
- ☐ Nonaffiliated Corporation
- ☐ Limited Liability Corporation (LLC)

4. Type of Sites

- ☒ Child Care
- ☐ Head Start
- ☐ Homeless Shelter
- ☐ Outside School Hours
- ☐ Adult Day Care (ADC)
- ☐ At Risk After School

5. Does the institution secure meals under an agreement or contract?

- ☐ Yes ☒ No ☐ N/A

Submit any agreements or contracts with original signatures to the State Agency.

6. Does the institution receive or expect to receive a total of \$500,000 or more in any federal funds this year?

- ☒ Yes ☐ No

7. Does the institution receive any federal grants other than Child Nutrition Programs?

- ☒ Yes ☐ No

8. Institution would prefer to receive:

- ☒ Cash in Lieu of Donated Foods
- ☐ USDA Donated Foods

9. Age Group attending:

From Age: 1 To Age: 12

10. Indicate any months when the CACFP will not operate:

- | | | | |
|------------------------------|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> OCT | <input type="checkbox"/> NOV | <input type="checkbox"/> DEC | <input type="checkbox"/> JAN |
| <input type="checkbox"/> FEB | <input type="checkbox"/> MAR | <input type="checkbox"/> APR | <input type="checkbox"/> MAY |
| <input type="checkbox"/> JUN | <input type="checkbox"/> JUL | <input type="checkbox"/> AUG | <input type="checkbox"/> SEP |

CACFP/ADC Application

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID: 616001295-EX1

11. Give number of sites participating under this agreement:

Number of Sites: 8

12. Check the type(s) of meal services to be claimed for reimbursement by CACFP:

☒ Breakfast

☐ AM Snacks

☒ Lunch

☒ PM Snacks

☐ Supper

☐ LN Snacks

☐ AT Risk Snacks

% Title XIX (ADC)(Medicaid):

13. Program Operating Costs:

Food And Milk: 35000

Food Service Labor: 0

Nonfood Supplies and Exp. Kitchen Equipment: 500

Purchase Services: 0

Total Program Operating Costs: 35500

14. Administrative Operating Costs: Proposed Budget State Agency Approved

Administrative Labor: 5000 0

Office Supplies: 0 0

Postage: 0 0

Mileage for Monitoring 500 0

Other: Specify Other Costs: 0 0

CACFP/ADC Application

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID: 616001295-EX1

Total Administrative Budget

5500

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Consultant

Approved Date

NHC17CC

08/16/2011

CACFP/ADC Certification Statement

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID 616001295-EX1

Board Member Certification:

We certify that the following are the board members for this sponsor.

Name of Board Members and/or Owners	Supervisor/ Manager	Related	Date of Birth	Home Address City State ZipCode	Phone	Term Expires
Greg Hunsaker	<input type="checkbox"/>	<input type="checkbox"/>	08/17/1961	877 Hwy 1078 S Henderson KY 42420	270-827-8832	12/31/2010
Ben Johnston	<input type="checkbox"/>	<input type="checkbox"/>	12/22/1960	7732 Baskett Cemetery Road Baskett KY 42420	270-827-8533	12/31/2010
Jon Sights	<input type="checkbox"/>	<input type="checkbox"/>	04/19/1969	5 Colonial Court Henderson KY 42420	270-869-8896	12/31/2012
Lisa Baird	<input type="checkbox"/>	<input type="checkbox"/>	03/26/1958	5580 Eblen Road Henderson KY 42420	270-533-6730	12/31/2012
Mike Waller	<input type="checkbox"/>	<input type="checkbox"/>	10/03/1955	1319 Woodland Henderson KY 42420	270-827-9050	12/31/2010

We certify that we are in compliance with all applicable state rules and regulations regarding governing board of corporations.

We certify that we have never been a principal in an organization participating in a publicly funded program that has been ruled ineligible as a result of violating that program's requirements.

We certify that we have never been convicted of a business-related offense.

We certify that no organization's CACFP employee has been convicted of a criminal offense.

We certify that none of the organization's CACFP employees or board members has ever been associated with any organization terminated for failure to correct serious deficiencies, notices of serious deficiencies, notices of serious deficiency as prepared by a State Agency, and/or included on USDA's National Disqualified List of Institutions.

We understand that the submission of false information to the State Agency is grounds for termination or denial from the CACFP as described in 7 CFR 226.6(c)(2).

We understand that any deliberate misrepresentation of CACFP records will subject us to prosecution under applicable state and federal criminal statutes.

We certify that the information provided in this application is true and correct to the best of our knowledge.

Date: 08/16/2011

CACFP/ADC MANAGEMENT PLAN I

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

1. Staffing pattern for CACFP

Complete for personnel who will be involved in program labor for the CACFP. Program labor duties include cooking, serving, menu planning and clean up of kitchen and dining area. Total of program labor monthly cost to CACFP in this section must be reported in Program Operating Costs in the budget area located in the Application.

Name of Person	Date of Birth	Labor Duties	Monthly Salary and Benefits	Average Monthly Cost
Conni Stoner	05/06/1969	supervisor	2801	0
Stephanie Williams	09/14/1971	supervisor	2666	0
Janet McGuire	04/06/1954	supervisor	3083	0
Denise Mosely	07/29/1964	supervisor	2616	0
Alison Johnson	02/07/1962	supervisor	2618	0
Lori Burke	03/14/1963	supervisor	2600	0

2. Food Service Labor

For any program labor claimed as a cost to the CACFP, submit to the State Agency a copy of the employee's job description, work schedule, salary (if duties other than CACFP give number of hours spent on CACFP and monthly cost to CACFP).

In order to verify that all institutions have adequate staff to perform Program responsibilities, Sponsors must meet the monitoring staffing standards requires by law and establishes in the Interim Rule [226.18(b)(18)(ii). To accomplish this requirement, the State Agency has adopted a policy that Sponsors of sites must have one FTE monitor for each 25 sites they

3. Staffing pattern for CACFP

Complete for personnel who will be involved in administering CACFP. Administrative duties include managing and operating CACFP. Total of administrative monthly cost to CACFP in this section must be reported in the Administrative Operating Cost part of the budget in the Application.

Name of Person	Date of Birth	Administrative Duties	Monthly Salary and Benefits	Average Monthly Cost
Aleisha Sheridan	07/01/1973	Administrator	0	0

4. Administrative Staffing Pattern

Submit a copy of each employee's job description along with work schedule, salary

(if duties other than CACFP give number of hours spent on CACFP and monthly cost to CACFP)

5. Describe the Sponsor policy that restricts other employment by employees that interferes with their Program responsibilities.

Submit the specific policy to the State Agency.

CACFP/ADC MANAGEMENT PLAN I

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

Henderson County Board of Education has policy and procedures in place which define the expectations for all employees relating to job performance and committent.

6. Describe the Sponsor's written personnel policies governing salaries, benefits (sick leave, vacation, retirement, health insurance, life insurance, etc.)

Submit the specific policy to the State Agency.

Henderson County Board of Education has policy in place to ensure salaries and benefits are available to all employees as well as those required by the State of Kentucky.

7. If claiming a portion of rental of space or utilities, etc, list cost.

Submit copy of rental / lease agreement and a copy of allocation to support cost charged to CACFP to the State Agency.

n/a

8. Describe the Sponsor policies and procedures for documenting communication charges to the CACFP (telephone, postage, duplicating, printing).

n/a

9. Describe the Sponsor's procedures for documenting and reimbursing staff for mileage incurred in administering/ monitoring CACFP (if leasing vehicle, attach copy of lease agreement, rules governing use of vehicle).

n/a

10. If using Indirect Cost Rate to calculate CACFP Costs (public/private nonprofit sponsor with multiple funding sources), describe the Sponsors plan.

Submit a copy of approved plan by the cognizant agency to the State Agency.

n/a

11. Miscellaneous Costs – Identify costs by type, description of cost, and justification of cost.

n/a

Sponsor Initials

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Consultant

08/24/2010

Approved Date

NHC17CC

08/16/2011

CACFP/ADC MANAGEMENT PLAN II

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID 616001295-EX1

1. Sponsor training requirements - Supply date(s) of training session(s), instructor's name and topics covered. Personnel sign-in sheets for staff members must be used.)

Date of Training	Instructor Name	Topics Covered
08/24/2011	Aleisha Sherida/Alison Johnson	Program requirements state meeting info. purchasi

2. Describe how sites report the number of participants served each day to the Sponsor.
record of meals served of the physical headcount during serving

3. Describe how sites report costs to the Sponsor.
invoices and purchase orders

4. Describe how sites report family size and income information to the Sponsor.
income applications

5. Describe procedures for handling civil rights complaints filed alleging discrimination in the food program.
investigate, document, and give form to parent - send a copy to state agency in three days.

6. Describe the procedure for conducting pre-approval visits to a NEW site or additional site(s) added under current sponsorship.

n/a

7. Provide a schedule for monitoring food service operations at sites under your sponsorship. (Multi-site Sponsors must submit a copy of the monitoring schedule to the State Agency.)

Facility	Years	Schedule	Date
All centers	3	Nov/March/June	06/30/2012

8. Describe procedures and timeframe for disbursing CACFP reimbursement to sites under your sponsorship.

n/a

9. Give the estimate of racial/ethnic makeup of area to be served:

Black:	10 %
White (Not Hispanic):	87 %
American Indian or Alaskan:	0 %
Asian or Pacific Islander:	1 %
Hispanic:	1 %
Other:	1 %
Total	100 %

CACFP/ADC MANAGEMENT PLAN II

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID 616001295-EX1

10. Describe how estimate of racial/ethnic makeup was derived (Name of School/BOE, Housing Authority, Census Data, ADD District, etc.)

Marilyn Schwallier, Department of Student Services - Henderson County Schools

11. Describe efforts being used to contact and assure minority and grassroots organizations equal opportunity to participate:

News Media

The Gleaner - Local Newspaper - Press release

Grassroots organization

Kentucky Division of Unemployment, Community Outreach, and JFKennedy Center

Sponsor Initials

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08/24/2010

Approved Date

NHC17CC

08/16/2011

CACFP/ADC MANAGEMENT PLAN III

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID 616001295-EX1

1. FOR PRIVATE NON-PROFIT SPONSORS ONLY: Is the agency identified in this application legally affiliated with the agency for which documentation of federal income tax exemption [IRS 501(c)(3) status] is attached?

☐ Yes ☒ No

Important Note: To be legally affiliated, the sponsor must be under the supervision and direct control of the governing board and chief administrative officer of the agency for which documentation of federal income tax exemption is attached.

2. FOR CHURCH AFFILIATED SPONSORS ONLY: Has the governing board or Pastor approved this application for CACFP participation?

☐ Yes ☐ No

Important Note: Submit a letter from the Chairman of the Board or Pastor that authorizes this application.

3. FOR PUBLIC OR NONPROFIT SPONSORS WITH A GOVERNING BOARD OF DIRECTORS ONLY: Did your governing board approve the CACFP application for submission to the Kentucky Department of Education?

☒ Yes ☐ No

4. FOR-PROFIT SPONSORS ONLY: Is each child and/or adult day care site identified in this application affiliated with your agency?

☐ Yes ☐ No

Important Note: To be affiliated, a site must be under the supervision and direct control of your agency's governing board or chief administrative officer.

5. FOR SPONSORS OF UNAFFILIATED SITES: Identify the percentage of administrative costs to be deducted from the meal reimbursements of the unaffiliated sites that are sponsored (cannot exceed 15%)

Percent 0 %

6. Describe all non-CACFP activities from which your organization receives funds.

Public Education / Federal & State

7. Does your agency receive Title III meal funding or commodities?

☒ Yes ☐ No ☐ N/A

8. Does your agency participate in any other public funding (state or federal)?

☒ Yes ☐ No

If you answered Yes, describe the source of the funding?

State Public Education funding; Title funds

9. Has your agency ever been determined ineligible to participate in another publicly funded program during the prior seven years?

☐ Yes ☒ No

CACFP/ADC MANAGEMENT PLAN III

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC FEID 616001295-EX1

If you answered Yes, describe the program(s) and circumstances.

10. Have you ever operated a day care, family day care home or adult day care site in another state or territory?

☐ Yes ☒ No

If you answered Yes, complete the following information:

Business Name	Fed ID	Address	City	State	Zip Code
------------------	--------	---------	------	-------	----------

Do you still operate any of these facilities?

☐ Yes ☐ No

Have you ever been terminated or determined "Seriously Deficient" in any CACFP or in any federal child nutrition program in that state(s) or territory in any of these facilities during the prior seven years?

☐ Yes ☐ No

11. Do you operate multi-state offices?

☐ Yes ☒ No

If you answered Yes, complete the following information:

List the other state(s) in which you operate, and indicate how long you have been in business in each state:

Sponsor Office Address	Number of Sites by Type	Area Served
State	Years/Months	

12. Has your organization been terminated or determined to be "Seriously Deficient" by the CACFP or in any other federal child nutrition program in Kentucky during the prior seven years?

☐ Yes ☒ No

If you answered Yes, complete the following information:

Name	Date Terminated
------	-----------------

13. Have any of your agency's employees/board members served as employees/board members for any agency terminated from the CACFP during the prior seven years?

☐ Yes ☒ No

If you answered Yes, complete the following information:

Name	Terminating Agency
------	--------------------

14. Have any changes occurred in your agency's administrative structure/operation during the past fiscal year?

☐ Yes ☒ No

CACFP/ADC MANAGEMENT PLAN III

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

If you answered Yes, please describe:

15. Does your agency contract for goods or services with any employee, board member or member of their immediate

☐ Yes ☒ No

If you answered Yes, complete the following information:

Description

Name

16. Does your agency have written procedures for purchasing goods and services, including standards of conduct for the administration of CACFP funded contracts by your employees and board members?

☒ Yes ☐ No ☐ N/A

17. What type of accounting system does your agency use?

☐ Cash ☒ Accrual ☐ Modified Accrual

18. Define your agency's calendar year for accounting purposes.

☒ State ☐ Federal ☐ Calendar ☐ Other

If you selected Other, please describe your agencies calendar year:

RichTextBox

19. Does your agency utilize a CPA firm or bookkeeping service for accounting purposes?

☐ Yes ☒ No

If you answered Yes, please complete the following:

Name

Address

City

State

ZipCode

Phone

20. Will your agency's accounting system allow for the CACFP payments to be tracked separately from other funds received by your agency?

☒ Yes ☐ No

If you answered Yes, identify who will perform this duty.

Name

Title

Aleisha Sheridan

Administrator

21. If the funding generated by the sponsor or the sponsored facility (ies) is not sufficient, give source of revenue to be used to cover shortfall (describe revenue by source).

General Fund - Henderson County Schools

22. Describe of the sponsor's plan for repayment of CACFP reimbursement should an over claim be assessed.

CACFP/ADC MANAGEMENT PLAN III

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

Daycare funds

23. Does your agency have any outstanding debt resulting from a civil judgment by a local, state, federal court or regulatory agency?

☐ Yes ☒ No

If you answered Yes, please describe.

24. How long has your agency/site been in business?

93/08

Years/Months

25. Does your agency have any outstanding debt resulting from the nonpayment of payroll taxes to the IRS?

☐ Yes ☒ No

If you answered Yes, please describe.

As part of the demonstration that your sponsor/site is financially viable, please submit to the State Agency information on your submission of required taxes to the state and federal government.

26. Identify required taxes and date tax reports and payments were submitted. If you are a new business, enter the date that you will submit your taxes and submit to State Agency when filed.

Tax Description

Date Submitted

941. K-1

07/26/2011

Submit to the State Agency copies of the last monthly and quarterly taxes filed by your agency: FICA, Medicare, Federal Withholding, Unemployment (Federal and State), State Withholding (K-1), City/County Withholding, business tax, etc.).

27. If your agency is a private nonprofit entity, has the Form 990 been completed and submitted to the IRS as required during each of the last two years?

☐ Yes ☐ No ☒ N/A

If you answered Yes, please submit a copy of each Form 990 to the State Agency.

28. Describe your policies and procedures for resolving violations of CACFP policies by staff overseeing the CACFP or by sponsored facilities.

Correct violations, retrain staff and follow up visits

CIVIL RIGHTS COMPLIANCE

29. Does your agency sponsor facilities regardless of race, color, national origin, sex, age or disability?

CACFP/ADC MANAGEMENT PLAN III

CACFP Nonprofit

Sponsor: HENDERSON CO. BOE

Sponsor Number: 051-C17-999-CC

FEID 616001295-EX1

☒ Yes ☐ No

30. Is membership in any organization a prerequisite for sponsorship?

☐ Yes ☒ No

If you answered Yes, what is the organization's name?

31. Do all materials provided to the public by your agency include a non-discrimination statement and complaint

☒ Yes ☐ No

32. Does your agency have a procedure for handling complaints?

☒ Yes ☐ No

33. Has your agency received any discrimination complaints?

☐ Yes ☒ No

If you answered Yes, describe what action has been taken?

Sponsor Initials

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08/24/2010

Approved Date

NHC17CC

08/16/2011

Commonwealth of Kentucky
DEPARTMENT OF EDUCATION
Bureau of Finance

Fund _____
Date Filed _____
Invoice Number _____

STANDARD INVOICE

(This invoice should be sent directly to the local Board of Education for payment. Do not send to State Office).

Henderson County Board of Education, Henderson, Kentucky

Name of Vendor Independence Bank Social Security Number _____

Address _____

(All invoices must be promptly made out in required form and filed with the Board "in writing, itemized and verified" - according to law. A properly prepared invoice shows exact kind of service, where, when and by whom performed; also time and rate per day or hour and is signed by the vendor or his authorized representative.)

Quantity	Unit	Items (furnished) or Work (done)	Code No.	Unit Price	Amount
		FEDERAL TAXES			37,858.57
		Payroll Dated 7/8/11			
		10-7471			
		10-6102 Payroll Account			
		Wire Transfer # 91815			

ORG. _____ OBJECT _____ PROJECT _____

VENDOR'S CERTIFICATION

I hereby certify that the above is a correct statement of amount due from the above named board of education for articles furnished or services rendered as itemized.

Signed Thomas Steele

Date 7/8/11

By _____

Date _____

Approved for payment.

By _____

Date _____

VENDOR LEAVE BLANK

Claim number 788149

Check number _____

Amount paid 37,858.57

Date paid 7/8/11

Equal Educational and Employment Institution