

CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
AGREEMENT BETWEEN SPONSORING ORGANIZATION AND FAMILY DAY CARE HOMES

INSTRUCTIONS: An original and one (1) copy of this Agreement must be completed and signed by the Family Day Care Home Provider and returned to the Sponsoring Organization. A representative of the Sponsoring Organization must sign both forms, keep one, and send one back to the Provider. The duration of the agreement shall be permanent until such time as the provider approval is terminated and/or the provider moves to a new address.

Provider Name _____ Provider Address _____ _____ _____ City _____ State _____ Zip Code _____ Area Code & Phone Number (____) _____	Employer Identification #: _____ Business Name _____ Provider Social Security#: _____ *Date of Birth: _____ <div style="text-align: right;">(mm/dd/yy)</div> Provider is approved to operate as follows: From _____ <div style="text-align: right;">mm/dd/yy</div> <i>*Date of Birth is required for all providers participating in the CACFP.</i>
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This **AGREEMENT** specifies the rights and responsibilities of the Sponsoring Organization and the Provider as participants in the U.S. Dept. of Agriculture's (USDA) Child & Adult Care Food Program.

RIGHTS & RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

1. In accordance with CACFP regulations, the Sponsoring Organization agrees to:
 - a. Train Providers regarding all aspects of the CACFP before they begin participating.
 - b. Offer additional CACFP specific training sessions scheduled at a time and place convenient to their Providers.
 - c. Respond to a Provider's request for technical assistance.
 - d. Distribute the food service reimbursement to the provider within 5 working days after receiving the food service payment from the Department of Education.
 - e. Charge no fee to the Provider for CACFP services.
 - f. Assure that all meals claimed for reimbursement are served to enrolled children not over 12 years of age, except in the case of disabled or children of migrant workers without regard to race, color, national origin, sex, age, or disability, meet the meal requirements in the CACFP regulations and are not in excess of the home's license capacity.
2. The Sponsoring Organization has the right to visit day care homes at least three times a year to monitor their CACFP meal service and records during their hours of child care operations, **announced or unannounced**.
3. The Sponsoring Organization will maintain family size and income data on the Provider's own children, who are enrolled for care and are eligible for Tier I meal reimbursement.
4. The Sponsoring Organization will maintain family and income data on children in Tier II homes determined eligible for Tier I meal reimbursement.
5. The Sponsor will notify Providers in writing in a timely manner of all policies and procedures established by the USDA, DOE or by the Sponsor that affect their participation in the CACFP.
6. The Sponsoring Organization may terminate this agreement to participate in the CACFP for cause or convenience. Serious deficiency and/or fraud will be subject to disqualification from the program.

RIGHTS & RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER

1. The Provider is required to keep daily records of the following:
 - a. Food items served to the day care children at each meal each day via menus planned at least one week in advance.
 - b. The number of meals served to children at each meal service via **hand written** meal counts recorded daily at or near the time of service.
 - c. The number of enrolled children who are present each day via **hand written** daily attendance record.
 - d. Documentation of decline of infant formula and/or meals.
2. The Provider may claim meals served to enrolled children (or foster children) living in the Provider's home only if eligible enrolled children who live outside the Provider's home are also served that meal.
3. The Provider must file a timely and accurate claim with the Sponsoring Organization by the ____ day of each month, including meal count and menu records. Failure to do so may result in loss of reimbursement for that month (non-payment or disallowance).
4. The Provider must attend at least one CACFP specific training session per year and as required by the Sponsoring Organization.
5. The Provider must allow representatives from the Sponsoring Organization, USDA and the DOE to come into the Provider's home during their hours of child care operations for the purpose of monitoring the CACFP meal service and records. This may be done at least three times a year, **announced or unannounced**.
6. Providers must notify the Sponsor in advance of any changes in meal schedule or operation (opening, absence from the home and/or closure). Failure to provide required notification will result in disallowance of meals.
7. The Provider must notify the Sponsoring Organization, without delay, of any children added to or dropped from the enrollment for day care, or any changes in the home's license or approval status. Failure to do so may result in disallowance of meal reimbursement.
8. Meals may be claimed for the Provider's own children only if the Provider has been determined eligible for Tier I meal reimbursement based on income and if the child(ren) is (are) enrolled in his/her home for care.

7. The Sponsor will notify the Provider verbally and in writing of any complaints, need for corrective or other action that may affect Provider participation or claims for reimbursement.
8. The Sponsor will notify Providers failing to adhere to the requirements of the CACFP of the imminent termination of their participation.
9. The Sponsor will notify Providers of appeal rights under the CACFP.
10. The Sponsor reserves the right to suspend the provider's participation due to concerns regarding the health and safety of children in the provider's care.
11. The Sponsor will terminate Providers who have been determined seriously deficient and have failed to take the necessary corrective action or who have lost on appeal of such action or who fail to file an appeal regarding such action in a timely fashion.
12. Termination of participation in the CACFP will be not less than a period of seven years, including placement on the National Provider Disqualification Listing.
13. Consideration for removal prior to the seven year period must be presented to the State Agency and/or the USDA for review. Failure on the part of the Provider to repay any debts owed the CACFP will result in the provider remaining on the National Provider Disqualified Listing.
9. The Provider must provide family size and income data on his/her own children to the Sponsoring Organization if claiming meals for own children.
10. The Provider must serve meals that meet the CACFP requirements for the ages of children being served. The Provider may not claim more than two meals (breakfast, lunch and/or supper) and one snack per day per child.
11. The Provider will not receive reimbursement for meals served to children who are over 12 years of age, except in the cases of eligible children of migrant workers or individuals with disabilities enrolled for care.
12. The Provider must serve meals to all enrolled children without regard to race, color, national origin, sex, disability, or age.
13. Providers will be afforded a transfer once per year *(for monitoring and tracking purposes, the Sponsor may use one year from the date of the Sponsor/Provider Agreement, or the date of the last transfer as a starting point)*. Appeal regarding denial of transfer will be reviewed by the Department of Education.
14. The Provider or the Sponsoring Organization may end this agreement to participate in the CACFP for cause or convenience.

THIS SECTION TO BE COMPLETED BY THE SPONSORING ORGANIZATION

This Provider has been approved to serve the following meals to up to _____ enrolled children per day. Starting on _____.
(Date)

Check ☒ all that apply: ☐ Breakfast ☐ Lunch ☐ Supper ☐ A.M. Snack ☐ P.M. Snack ☐ Eve Snack

We/I **CERTIFY** that the Provider is not participating in the Child & Adult Care Food Program under any other **Sponsoring Organization**. WE/I **FURTHER CERTIFY** that all of the above information is true and correct to the best of our knowledge, and that we will comply with the rights and responsibilities outlined in this Agreement. We understand that this information is being given in connection with the receipt of Federal funds; that Department officials may, for cause, verify information; and that deliberate misrepresentation may subject us/me to prosecution under applicable State and Federal criminal statutes.

THIS SECTION TO BE COMPLETED BY THE FAMILY DAY CARE HOME (FDCH) PROVIDER AND THE SPONSORING ORGANIZATION

DATE	FDCH PROVIDER SIGNATURE	DATE	FDCH SPONSORING ORGANIZATION SIGNATURE

USDA Nondiscrimination Statement

For all other FNS nutrition assistance programs, State or local agencies, and their subrecipients, must post the following Nondiscrimination Statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

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

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

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

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.