

Child and Adult Care Food Program (CACFP) Permanent Agreement Between Sponsoring Organization and Child Care Home Providers

<p>INSTRUCTIONS: An original and two copies must be completed and signed by the Child Care Provider. An official representative of the Sponsoring Organization must sign the agreement, keep one, and send one back to the Provider and submit one copy to the State Department of Education. This agreement is permanent but can be terminated by the Sponsoring Organization or the Provider for cause or convenience.</p>	<p>This agreement is entered into this _____ day of _____ / _____ (Month) (Year)</p> <p>by and between _____ and _____ (Name of Sponsoring Organization) (Name of Provider)</p> <p>_____ at _____ (Provider Address)</p> <p>This agreement specifies the rights and responsibilities of the sponsoring organization and the provider as participants in the CACFP administered by the State of Alabama, Department of Education (SDE).</p>
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RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

1. In accordance with CACFP regulations, the sponsoring organization agrees to:
 - a. Train providers in CACFP program requirements before they begin participating in the CACFP.
 - b. Offer additional training sessions scheduled at times and places convenient to providers.
 - c. Respond to a provider's request for technical assistance.
 - d. Provide CACFP record keeping forms to the provider.
 - e. Distribute reimbursement checks to providers within five days of receiving payment from the SDE.
 - f. Not charge a fee to the provider for CACFP services.
 - g. Assure that all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, national origin, sex, age, or disability, and that all meals claimed for reimbursement meet the meal requirements of the CACFP (7 CFR 226.23).
 - h. Reimburse providers for the appropriate number of meals claimed multiplied by the current reimbursement rate set by the U.S. Department of Agriculture.
 - i. The sponsoring organization has the right to visit child care homes to review their meal service and the meal records during their hours of child care operations. These reviews may be announced or unannounced (at least (3) three visits will be unannounced).

2. The sponsoring organization may terminate this agreement to participate in the CACFP for cause or convenience. Providers who are terminated by the sponsoring organization for **convenience** must be notified in writing 30 day's prior to the end of the month in which the termination goes into effect. Providers who are terminated by the sponsoring organization for **cause** must adhere to the Seriously Deficient Process and be given the right to appeal the termination.
3. The sponsoring organization will determine and monitor Tier 1 or Tier II or mixed status for each child care home by school boundaries, census data, and/or income eligibility.
4. The sponsoring organization will maintain family size and income data on the provider's own children who are enrolled for care for whom reimbursed meals are claimed.
5. The sponsoring organization will review a minimum of three reviews per year, two of which must be unannounced. One of the unannounced reviews must include observation of a meal service and shall not follow a consistent pattern. No more than six months may elapse between reviews.
6. The sponsoring organization will maintain current enrollment records on all enrolled children. This agreement is effective only when the provider is properly licensed or approved.

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Non-Discrimination Statement: The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider and employer

FRAUD:

WHOEVER EMBEZZLES, WILLFULLY MISAPPLIES, STEALS OR OBTAINS BY FRAUD ANY FUNDS, ASSETS OR PROPERTY THAT ARE SUBJECT OF A GRANT OR OTHER FORM OF ASSISTANCE UNDER 7 CFR PART 226, WHETHER RECEIVED DIRECTLY OR INDIRECTLY FROM THE STATE OF ALABAMA, DEPARTMENT OF EDUCATION, OR THE U.S. DEPARTMENT OF AGRICULTURE OR WHOEVER RECEIVED, CONCEALS, RETAINS SUCH FUNDS, ASSETS, OR PROPERTY TO HIS/HER USE OR GAIN, KNOWING SUCH FUNDS, ASSETS, OR PROPERTY HAVE BEEN EMBEZZLED, WILLFULLY MISAPPLIED, STOLEN OR OBTAINED BY FRAUD SHALL, IF SUCH FUNDS, ASSETS, OR PROPERTY ARE OF THE VALUE OF \$100, SHALL BE FINED NOT MORE THAN \$1,000 OR IMPRISONED FOR NOT MORE THAN ONE YEAR, OR BOTH.

REMINDER:

REIMBURSEMENT FOR MEALS WILL NOT BE ALLOWED IF THE FOLLOWING CONDITIONS OCCUR:

1. Meal menus and attendance sheets are not being maintained on a daily basis.
2. Meals served outside your approved meal service time.
3. Meals that do not meet the USDA component requirements.
4. Failure to submit enrollment forms to your sponsor for each child whose meals are claimed for reimbursement.
5. Failure to renew child care license.
6. Failure to notify sponsor (24 hours) if provider and children are both absent during approved meal service time (ex. field trips, park visits, etc.).
7. Failure to properly maintain sign-in/out records.

7. The sponsoring organization will provide three (3) hours of nutrition education training annually. One (1) hour of training will be required to be provided in the provider's home. Two (2) hours will be required in a group setting. New providers must be trained and certified prior to being approved by the State Department of Education to participate in the CACFP.

RIGHTS AND RESPONSIBILITIES OF THE CHILD CARE HOME PROVIDER

1. The provider must have current federal, state or local licensing or approval to provide child care services to children.
2. The provider is required to keep daily records of:
 - a. Menus that document the food served to the enrolled children at each meal service,
 - b. The number of meals served to children at each meal service,
 - c. The names of enrolled children who are present each day,
 - d. The number of children in attendance each day, and
 - e. The names of children claimed for reimbursement at each meal.
3. The provider may claim meals served to enrolled children (or foster children) living in the provider's home only if enrolled children who live outside the provider's home are also served that meal. The provider must provide family size and income data on his/her own children to the sponsoring organization if they are to be claimed.
4. Training opportunities will be offered regularly by the sponsoring organization. The provider is required to attend training of nutrition education as required by the sponsor. Failure to attend training can result in termination from the CACFP.
5. The provider must allow representatives from the sponsoring organization, the SDE, and the U.S. Department of Agriculture to come into the provider's home and have access to the meal service and records, during the regular hours of operation, for the purposes of reviewing the CACFP operations. This may be done several times a year. Reviews may be announced or unannounced. If this procedure is not followed and an unannounced review is conducted when the children are not present in the day care home, claims for meals that would have been served during the unannounced review will be disallowed.
6. The provider must promptly notify the sponsoring organization of the names of any children added to or dropped from the enrollment for child care, or if there are any changes in the home's license or approved status. Also provider must notify sponsor (24 hrs.) in advance if provider and children will not be present during approved meal service times, while attending outings, field trips, etc.
7. The provider must submit the meal count and menu records to the sponsoring organization by the _____ day of each month. Failure to do so may result in loss or delay of payment for that month.
8. Meals may be claimed for the provider's own children if the provider's income is within the income eligibility guidelines issued by the U.S. Department of Agriculture and the provider completes an income eligibility form. Foster children residing with the provider may be claimed if a separate Income Eligibility Form is completed. Other enrolled children must be present at the time of meal service in order to receive reimbursement.
9. Meals may be reimbursed at the higher Tier I rates if the provider lives or provides care in a Tier I area or lives or provides care in a Tier II area and has proven income eligibility. It is the responsibility of the provider to inform the sponsoring organization of any change in status due to income or location.

10. The provider must serve meals that meet the CACFP requirement for the ages of children being served. Meals must meet the meal pattern requirements in 7 CFR 226.20. The provider may not claim more than three meals per child per day, and of the three, one must be a snack.
11. The provider will not receive reimbursement for meals served to children who are 13 years of age or older. The eligibility of older migrant or handicapped persons enrolled for care will be established by the sponsoring organization.
12. The provider will not receive reimbursement for meals served in excess of authorized license capacity or served outside the approved meal service time for each meal as indicated on your site information sheet.
13. Only one meal per child may be claimed at each meal service.
14. The provider must serve meals to all enrolled children without regard to race, color, national origin, sex, disability, or age. Any person who believes that he or she has been discriminated against in any USDA-related activity should write immediately to the Secretary of Agriculture, Washington, D.C. 20250.
15. The provider agrees that no separate charge for food service is imposed on families of children enrolled in participating family child care homes.
16. The provider may only claim meals served at the approved meal time in the providers home. Meals served before or after approved meal time will not be reimbursable. Meals served outside the provider's home (example: picnics, field trips, etc.) must be approved in advance by the sponsor.
17. It is the responsibility of the provider to sign an agreement with only one sponsor.
18. Any provider who claims and accepts payments from more than one sponsor in the same month will:
 - a. repay reimbursement to both sponsors,
 - b. be terminated from participation in the CACFP, and
 - c. be prohibited from participating in the CACFP and placed on the National Disqualified List.
19. The provider may terminate this agreement to participate in the CACFP for convenience by giving the Sponsoring Organization a 30 day written notice prior to the end of the month the provider plans for the termination to go into effect.
20. The provider may transfer from one sponsor to another sponsor only after terminating their agreement with there present sponsoring organization and be **approved in advance** by the State Department of Education before signing another agreement with another sponsor. The State Department of Education will make all final determinations on transfers.
21. The provider assumes full administrative and financial responsibility for the operation of the CACFP in the child care home.
22. The provider has the right to appeal administrative actions from sponsor resulting in notice of intent to terminate agreement for cause and suspension for (health) safety issue. Appeal procedures will be made available to provider by sponsoring organization.
23. The provider will distribute to all parents of children participating in the CACFP a copy of "Notice of Participation" provided by the sponsoring organization.

CERTIFICATION:

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS HOME IS NOT PARTICIPATING IN THE CACFP UNDER ANY OTHER SPONSORING ORGANIZATION. I FURTHER CERTIFY THAT THE SPONSORING ORGANIZATION AND THE PROVIDER AGREE TO COMPLY WITH THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THIS INFORMATION IS BEING GIVEN IN CONNECTION WITH THE RECEIPT OF FEDERAL FUNDS; THAT STATE OF ALABAMA, DEPARTMENT OF EDUCATION, OR U.S. DEPARTMENT OF AGRICULTURE OFFICIALS MAY, FOR CAUSE, VERIFY INFORMATION; AND THAT DELIBERATE MISREPRESENTATION MAY SUBJECT ME TO PROSECUTION UNDER APPLICABLE STATE AND FEDERAL CRIMINAL STATUTES. THE PROGRAM MUST BE MADE AVAILABLE TO ALL ELIGIBLE CHILDREN REGARDLESS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY.

I CERTIFY THAT I HAVE NOT BEEN TERMINATED BY ANY CACFP SPONSORING ORGANIZATION IN THE PAST 7 YEARS.

Signature of Provider	Date Signed	Date of Birth
Signature of Sponsoring Organization Representative/Title	Date Signed	Effective Date of Agreement