

**AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOMES
CHILD AND ADULT CARE FOOD PROGRAM**

**AGREEMENT
NUMBER**

INSTRUCTIONS: An original and one (1) copy of this Agreement must be completed and signed by the 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.

This Agreement is entered into this _____ day of _____, 20____ By _____
(Sponsoring Organization)

of _____ and between _____
(Sponsoring Organization's Address) (Provider's Name)

of _____
(Provider's Address)

This Agreement specifies the rights and responsibilities of the Sponsoring Organization and the provider as participants in the United States Department of Agriculture's (USDA) Child and Adult Care Food Program.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

1. In accordance with Child and Adult Care Food Program regulations, the Sponsoring Organization agrees to:
 - a. Train providers before they begin participating in the Child and Adult Care Food Program and conduct pre-approval inspection of day care homes.
 - b. Offer additional training sessions scheduled at a time and place convenient to their providers. Each Sponsoring Organization must provide training at least annually.
 - c. Provide a timely response to a provider's request for technical assistance.
 - d. Provide Child and Adult Care Food Program record-keeping forms to the provider, including income eligibility forms for Tier II homes.
 - e. Determine if each provider is a Tier I or Tier II home, inform Tier II homes of all their options for receiving reimbursement and, at the request of the provider, distribute and collect applications, and determine the eligibility of enrolled children for Tier I reimbursement rates.
 - f. Disburse the full amount of food service payments to each Tier I and Tier II home based on the number of meals served by type to enrolled children. In addition, for Tier II homes, calculate reimbursement using one of the following methods: actual count, daily percentage, or blended rate. Apply the method selected to all providers.
 - g. Distribute an advance to the provider within 5 working days after receipt. If reimbursement is owed to the provider, in addition to the advance payment, the Sponsoring Organization will pay the provider the remainder of the reimbursement after the Sponsoring Organization has received payment.
 - h. Charge no fee to the provider for Child and Adult Care Food Program services.
 - i. Assure that all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, sex, national origin, age, or disability, and that all meals claimed meet the meal requirements as specified in the Child and Adult Care Food Program regulations.
2. The Sponsoring Organization, the State Agency and USDA have the right to visit day care homes to review the meal service and records during the normal hours of child care operations. The Sponsoring Organization will conduct at least one unannounced monitoring/technical assistant visit during the agreement year.
3. The Sponsoring Organization or the provider may terminate this agreement to participate in the Child and Adult Care Food Program for cause or convenience. If a provider is terminated for cause, the Sponsoring Organization must supply the provider with written appeal procedures.
4. 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 free or reduced price meals. The Sponsoring Organization will verify the income of day care home providers qualifying as Tier I homes on the basis of the provider(s) household income. The Sponsoring Organization will maintain income eligibility information for children enrolled in Tier II day care homes that have elected to have the Sponsoring Organization collect free and reduced price information, including evidence of categorical eligibility.
5. The Sponsoring Organization will maintain and verify documentation of information used to classify day care homes as Tier I day care homes (including school data, income eligibility forms, and census data). The verification of the provider's income eligibility information must be done prior to approval and conducted on 100% of the provider's applications.
6. The Sponsoring Organization will not make eligibility information available to providers and must limit this information to persons directly connected with the administration and enforcement of the program. Sponsoring organizations may only inform Tier II providers of the number of children eligible for Tier I rates.
7. The Sponsoring Organization must require that Tier I day care homes submit the number of meals served by type to enrolled children. In Tier II homes where the provider elects not to have the Sponsoring Organization identify enrolled children who are eligible for free or reduced price meals submit the number of meals served by type to enrolled children.
8. The Sponsoring Organization will inform providers of their options for reimbursement under the two tier reimbursement structure.
9. The Sponsoring Organization will, upon the request of a Tier II day care home, collect applications and determine the income eligibility of enrolled children, and/or identify categorically eligible children.
10. The Sponsoring Organization will not inform Tier II day care home providers of the eligibility status of children enrolled for care. The Sponsoring Organization may inform providers of the number of children enrolled for care that are eligible.
11. The Sponsoring Organization has the right to contact the parent to verify claim data.

RIGHTS AND RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER

1. The provider is required to keep daily records of:
 - a. menu items served to the day care children in attendance at each meal each day;
 - b. the number of meals served to enrolled children in attendance each day by meal type;
 - c. the number of enrolled children in attendance by name each day, and
 - d. the number and types of meals served to each enrolled child by name, in Tier II mixed rate homes using actual counts.
2. Meals may be claimed for the provider's own children only if such children are eligible for Tier I reimbursement rates and if they are enrolled in day care. One meal per child may be claimed at each meal service if an outside child is in attendance.
3. The provider must attend training sessions as required by the Sponsoring Organization.
4. The provider must allow representatives from the Sponsoring Organization, State Agency, and USDA to come into the home to conduct Child and Adult Care Food Program reviews. These may be announced or unannounced.
5. The provider must inform the Sponsoring Organization, without delay, of the names of any children added to or dropped from the enrollment for day care, or if there are any changes in the home's license or approval status.
6. 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 of payment for that month or delay in payment.
7. The provider must serve meals that meet the Child and Adult Care Food Program requirements for the ages of children being served. The provider may not claim more than three meals per child per day, and of the three, one must be a snack. The provider must take meal counts during meal service.
8. The provider will not receive reimbursement for meals served to children who are over 12 years of age, except in the cases of eligible migrant children or individuals with disabilities enrolled for care.
9. The provider or the Sponsoring Organization may end this agreement to participate in the Child and Adult Care Food Program for cause or convenience. If a provider is terminated for cause, the provider has the right to appeal the termination in accordance with the Sponsoring Organization appeal procedures.
10. The provider must serve meals to all eligible enrolled children without regard to race, color, sex, national origin, age, or disability.
11. The provider shall not assess a separate charge for meal service to enrolled children.

TO BE FILLED OUT BY SPONSORING ORGANIZATION: (PLEASE CHECK THE APPROPRIATE TIER)

- | | | |
|----------------------------------|-----------------|--|
| <input type="checkbox"/> Tier 1A | School Data | <input type="checkbox"/> Tier II |
| <input type="checkbox"/> Tier 1B | Provider Income | <input type="checkbox"/> Tier II Mixed |
| <input type="checkbox"/> Tier 1C | Census Data | |

This day care home has been approved to serve the following meals:
 Breakfast
Lunch
Supper
A.M. Snack
P.M. Snack

Up to _____ enrolled children per day starting on _____
 (DATE)

We CERTIFY that the provider is not participating in the Child and Adult Care Food Program under any other Sponsoring Organization. WE 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 to prosecution under applicable State and Federal criminal statutes.

DATE	REPRESENTATIVE OF SPONSORING ORGANIZATION'S SIGNATURE	DATE	PROVIDER'S SIGNATURE