

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

**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.

This agreement is entered into this day of 10 / 01 /2021

(Month) / (Date) / (Year)

by and between

«Agency»

(Name of Sponsoring Organization)

And «First Name» «Last Name»

(Name of Provider)

At «Address» «City», «State», «Zip»

(Provider Address)

State ID - «Facility Code»

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).

## RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

- In accordance with CACFP regulations, the sponsoring organization agrees to:
  - Train providers in CACFP program requirements before they begin participating in the CACFP
  - Offer additional training sessions scheduled at times and places convenient to providers.
  - Respond to a provider's request for technical assistance.
  - Provide CACFP record keeping forms to the provider.
  - Distribute reimbursement checks to providers within (5) five days of receiving payment from the SDE.
  - Not charge a fee to the provider for CACFP services.
  - Assure that all meals claimed for reimbursement are served to eligible enrolled children without regards 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).
  - Reimburse providers for the appropriate number of meals claimed multiplied by the current reimbursement rate set by the U.S. Department of Agriculture.
  - The sponsoring organization has the right to visit childcare homes to review their meal service and the meal records during their hours of childcare operations. These reviews may be announced or unannounced (at least (3) three visits will be unannounced).

- 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 days 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.
- The sponsoring organization will determine and monitor Tier 1 or Tier II or mixed status for each childcare home by school boundaries, census data, and/or income eligibility.
- 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.
- 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.
- 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.
- 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

- The provider must have current federal, state, or local licensing or approval to provide childcare services to children.
- The provider is required to keep daily records of:
  - Menus that document the food served to the enrolled children at each meal service,
  - The number of meals served to children at each meal service,
  - The names of enrolled children who are present each day,
  - The number of children in attendance each day, and
  - The names of children claimed for reimbursement at each meal.
- 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.
- 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.
- 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.
- The provider must promptly notify the sponsoring organization of the names of any children added to or dropped from the enrollment for childcare, 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 3<sup>rd</sup> 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 228.20. 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 childcare homes.

16. The provider may only claim meals served at the approved mealtime in the provider's home. Meals served before or after approved mealtime 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 their 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 childcare 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.

#### Assurance of Civil Rights Compliance

The Sponsoring Organization and FDCH provider hereby agrees that it will comply with:

- I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq.);
- II. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- III. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- IV. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- V. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- VI. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- VII. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- VIII. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- IX. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity from which the Program applicant receives Federal financial assistance from USDA, and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- X. The USDA non-discrimination statement that 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, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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 personal, 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 SO and FDCH provider agrees to compile data, maintain records, and submit records and reports required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with 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 sponsoring organization, 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 behalf of the SO and FDCH provider.

**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

**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

