

PERMANENT AGREEMENT BETWEEN A SPONSOR AND A DAY CARE HOME PROVIDER

VENDOR NUMBER :
CNIPS ID :

NSD 2053A / DCH 16

This Agreement is entered into on

DATE (MM/DD/YYYY)

 , by and between

NAME OF SPONSOR

of

ADDRESS, CITY, AND ZIP CODE OF SPONSOR
--

and

NAME OF DAY CARE HOME PROVIDER(S) AS LISTED ON LICENSE OR OTHER DOCUMENTATION	DATE(S) OF BIRTH OF PROVIDER(S) (MM/DD/YYYY)
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of

ADDRESS, CITY, AND ZIP CODE OF PROVIDER(S) (ALSO INCLUDE MAILING ADDRESS(ES) IF DIFFERENT THAN CHILD CARE LOCATION)

This Agreement specifies the responsibilities of the sponsor and day care home provider (hereinafter referred to as "provider") as participants in the U.S. Department of Agriculture's (USDA) Child and Adult Care Food Program (CACFP).

The sponsor may add information to the following Agreement. However, in no case shall such changes limit children's and/or infants' access to the CACFP or change any USDA or California Department of Education (CDE) requirements, regulations, or policies.

In accordance with Title 7, *Code of Federal Regulations (7 CFR)*, Section 226.18(b):

THE SPONSOR AGREES TO:

1. Accept final administrative and financial responsibility for the CACFP with no service charge to the provider.
2. Meet all program Agreement conditions with the CDE, such as maintaining all required documentation and submitting the claim for reimbursement.
3. Identify and document the provider's tier eligibility, either Tier I or Tier II.
4. Inform a Tier II provider of all the available reimbursement options.
5. Upon request of a Tier II provider, collect applications and determine the eligibility of enrolled children for free or reduced-price meals.
6. Train the provider on the requirements of the CACFP on an annual basis.
7. Provide ongoing technical assistance as needed.

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8. Monitor the provider during the hours of operation at least three times during each consecutive 12-month period in order to review the meal and/or snack service and program records. At least two of the visits must be unannounced, with at least one of the unannounced visits to include a meal or snack service observation. No more than six months may elapse between visits. The timing of unannounced visits must vary to ensure they are unpredictable to the provider. For new providers, the first visit shall be within the provider's first four weeks of CACFP participation.
9. Disburse federal meal and/or snack reimbursement to the provider within five working days of receipt from the state agency.
10. Disburse state meal reimbursement to the provider according to the CDE guidelines.
11. Receive approval from the CDE for any time limit for submission of meal records by providers.
12. Provide notice to parents/guardians informing them that each provider participates in the CACFP.
13. Inform the provider of the serious deficiency and corrective action processes.
14. Inform the provider of the administrative review and program termination processes.
15. Inform the provider of the suspension process related to serious health or safety concerns.
16. Inform the provider of the federal policy limiting provider transfers from one sponsor to another to no more than one time per consecutive 12-month period, unless there are extenuating circumstances, such as the termination or self-cancellation of a provider's sponsor.

THE PROVIDER AGREES TO:

1. Certify that the provider(s) is/are not currently enrolled in the CACFP under another sponsor and not on the USDA's National Disqualified List.
2. Maintain an enrollment form for each enrolled child and infant in care. The enrollment form must be signed and dated by the parent or guardian, state the child's or infant's normal days and hours of care and the meals and/or snacks that the child or infant ordinarily would receive during care, and be updated annually.
3. Offer the CACFP to all enrolled children and infants regardless of race, color, national origin, sex, age, or disability.

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4. Adhere to one or more of the following: the California Department of Social Services licensing regulations, the Trustline Registry established requirements, military license regulations, or tribal authority policies.
5. Prepare and serve meals and/or snacks meeting the CACFP meal and/or snack pattern.
6. Ensure two hours between the start of a meal and the start of a snack. When snacks are not served, ensure three hours between the start of one meal and the start of the next meal. Infants (under one year old) should be fed at a time consistent with the infant's eating patterns.
7. Serve meals and/or snacks to enrolled children and/or infants at no separate charge.
8. Maintain daily records of all the following:
 - a. Menus and types of foods served to enrolled children and/or infants at each meal and/or snack
 - b. Enrolled children and/or infants served at each meal and/or snack
 - c. Children and/or infants in attendance, including time-in/time-out records if providing shifts of care
9. Retain the required records for three program years plus the current year. If there is an unresolved audit or review finding, maintain the records covered by the audit or review for three years from the date the audit or review finding was resolved.

Only 12 months plus the current month must be maintained and immediately available at the provider's home. The rest of the retained documents must be retrievable within a reasonable amount of time if requested by the sponsor, a representative of the CDE, or the USDA. Records may be kept in hard copy or electronic format, as long as the records are available for review.

10. Submit complete and accurate claim documents to the sponsor. The required documents are due to the sponsor by:

Late submission of required documentation will delay reimbursement and may result in no reimbursement to the provider. Failure to notify the sponsor if not serving and claiming meals and/or snacks may result in the provider being dropped from the CACFP.

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11. Claim no more than two meals and one snack, or one meal and two snacks, per child or infant per day.
12. Claim meals and/or snacks served to enrolled children or infants only.
13. Claim meals and/or snacks served to the “provider’s own” eligible children and infants only when other enrolled children and/or infants are in care and eating the same meal or snack. The “provider’s own” are children and/or infants that live in the household, including foster children and/or infants, and are part of the same economic unit.
14. Not claim lunches sent with children to school.
15. Claim for meals and/or snacks within the limits of the licensed capacity. If shifts of care are provided and meals and/or snacks claimed appear to exceed the licensed capacity, maintain complete attendance documentation of “time-in” and “time-out” of all enrolled children and/or infants.
16. Provide a current copy of the provider’s license and any other pertinent documentation to the sponsor, and notify the sponsor of any updates to the license and other documents.
17. Notify the sponsor of any changes in enrollment (i.e., children and/or infants added or dropped from child care).
18. Participate in at least one annual training session regarding the CACFP requirements provided by the sponsor.
19. Permit representatives of the sponsor, the CDE, or the USDA to review CACFP records and the meal and/or snack service operation in the home during announced or unannounced visits during normal child care hours. (Such representatives must show photo identification that identifies them as employees of their respective organizations.)
20. Allow representatives of the sponsor, the CDE, or the USDA to conduct parental contacts.
21. Notify sponsor in advance of intended absences from the home or if closed during normal hours. If the sponsor, the CDE, or the USDA conducts an unannounced visit and children and/or infants are not present, claims for meals and/or snacks that would have been served during the unannounced visit will be disallowed.
22. Provide, if requested by the sponsor, a copy of the sponsor’s notice to parents for informing them that the provider participates in the CACFP.
23. Understand that for the purpose of this Agreement, the provider and the employees of the provider are considered to be independent of the sponsor and are not officers, employees, or agents of the sponsor.

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The provider and employees of the provider understand that this is a federal program and that they are responsible for information provided to the sponsor. Falsification or misrepresentation of information on any document may lead to termination from the CACFP, and/or criminal penalties, and/or civil penalties. Any funds found to be misappropriated by providers must be returned to the sponsor by the provider.

BOTH THE SPONSOR AND PROVIDER AGREE TO:

1. The right of either to cancel this Agreement for convenience. In which case:
 - a. The sponsor agrees to give the provider at least 14 days prior written notice of cancellation actions specifying when said actions shall take place. If possible, the Agreement ends the last day of a calendar month.
 - b. The provider agrees to give the sponsor at least 14 days prior written notice of withdrawal or transfer from the program specifying when said actions shall take place. If possible, the Agreement ends the last day of a calendar month.
2. The right of the sponsor to initiate action to terminate the provider's participation in the CACFP, if the sponsor determines that the provider has committed one or more of the serious deficiencies listed in 7 *CFR*, Section 226.16(l)(2). If the sponsor proposed termination of the provider's participation in the CACFP, the sponsor will notify the provider of their right to appeal.
3. Acknowledge the Agreement is contingent upon the availability of program funds.
4. Keep this Agreement on file for review upon request by the sponsor, a representative of the CDE, or the USDA.

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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
- (3) E-mail: program.intake@usda.gov

This institution is an equal opportunity provider.

CERTIFICATION		
We agree to comply with the rights and responsibilities in this Agreement for participation in the U.S. Department of Agriculture, Child and Adult Care Food Program, in California.		
SIGNATURE OF SPONSOR REPRESENTATIVE	PRINTED NAME OF SPONSOR REPRESENTATIVE	DATE (MM/DD/YYYY)
SIGNATURE OF DAY CARE HOME PROVIDER(S)	PRINTED NAME OF DAY CARE HOME PROVIDER(S)	DATE (MM/DD/YYYY)