

**CHILD AND ADULT CARE FOOD PROGRAM (CACFP) AGREEMENT
BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOME PROVIDER**

This AGREEMENT is entered into this _____ day of _____, 20____ by and between

_____ and _____
(SPONSORING ORGANIZATION)

(DAY CARE HOME PROVIDER)

This AGREEMENT specifies the rights and responsibilities of the Sponsoring Organization and the Day Care Home Provider as participants in the Oregon Department of Education Child Nutrition Programs (ODE CNP) USDA Child and Adult Care Food Program (CACFP).

SECTION A – RIGHTS AND RESPONSIBILITIES - SPONSORING ORGANIZATION

1. The sponsor agrees to train providers before they begin participating in the CACFP and annually thereafter.
2. The sponsor is required to take reasonable steps to ensure meaningful access to the CACFP and activities by person(s) with Limited English Proficiency.
3. The sponsor must respond to a provider's request for technical assistance.
4. If the provider has fulfilled all CACFP requirements, maintained and submitted all records necessary to support a claim for reimbursement, the sponsor will reimburse the provider within five working days after the sponsor has received payment from the ODE CNP office.
5. The sponsor will provide all CACFP recordkeeping forms and services to the provider at no cost.
6. The sponsor will give the provider required parental notification brochures and WIC information that inform parents of the provider's participation in the CACFP.
7. The sponsor will assure that all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, national origin, sex, age, or disability.
8. The sponsor will reimburse only for meals that meet the current meal pattern requirements in 7 CFR 226 (components and portion sizes) of the CACFP.
9. The sponsor will issue reimbursement (direct deposit or check) to the day care home provider that enters into and signs this agreement.
10. The sponsor will visit the provider's home, announced or unannounced, to review meal service and meal counts, menus and attendance records during the normal hours of child care operations at least three times per CACFP fiscal year. These monitoring reviews must meet the following criteria:
 - a. At least two of the three monitoring reviews must be unannounced;
 - b. One unannounced review must include the observation of a meal service;
 - c. No more than six months may elapse between reviews;
 - d. New providers must be reviewed within the first four weeks of CACFP operation
11. The sponsor will use, at minimum, the following oversight tools to assess provider records and avoid improper payments: monitoring reviews, edit checks, enrollment forms, five-day reconciliations of meal counts, menus and household/parent contact.
12. The sponsor must report to the appropriate agency (Office of Child Care (OCC), County Sanitarian, Department of Human Services (DHS) and/or Local Law Enforcement) any and all health and safety violations observed in provider's home, (e.g. caring for children in excess of authorized capacity).
13. The sponsor will inform the provider of the options for reimbursement under the two-tier reimbursement structure and will determine and monitor the provider's tiering status.
14. The sponsor will, upon the request of a Tier II day care home, collect income eligibility applications, maintain their confidentiality, and determine the income eligibility of enrolled children, and/or identify categorically eligible children.
15. The sponsor will not inform day care home providers of the eligibility status of children enrolled for care. The sponsor may inform providers of the number of children enrolled for care that are eligible.
16. Prior to the approval of the CACFP Application or a new Confidential Income Statement submission, the sponsor must verify household income of providers who qualify as Tier I on the basis of their income. The sponsor will maintain documentation on file.
17. The sponsor has the right to verify information submitted by provider and to withhold payment to the provider when information submitted cannot be verified.
18. The sponsor must disallow meals claimed for reimbursement if:
 - a) The provider's records are incomplete, inaccurate, or missing;
 - b) Meals do not meet the CACFP meal pattern requirements;
 - c) Meals are claimed in excess of the authorized capacity;
 - d) The provider's OCC license (or DHS listing if OCC license exempt) is suspended, or expired and not in compliance with OCC renewal requirements.
19. The sponsor must declare serious deficiencies based on 7CFR 226.16(l).
20. The sponsor may suspend the agreement with the provider for failure to meet health and safety requirements based on 7 CFR 226.16(b)(4)(viii). This action is appealable.
21. The sponsor may propose to terminate this agreement for cause or convenience and must provide appeal rights to the provider, if not appealed or the sponsor prevails in an appeal, the sponsor will terminate the agreement with the provider and disqualify the provider from CACFP participation as set forth in section C of this agreement.

SECTION B – RIGHTS AND RESPONSIBILITIES - DAY CARE HOME PROVIDER

1. The provider agrees to maintain current OCC registration, or, if, exempt from registration, the provider must be DHS-listed.
2. The provider will not receive reimbursement for meals served in excess of authorized capacity.
3. The provider will maintain the following CACFP records:
 - a) Menus that document the actual food served to enrolled children at each meal service, completed no later than the end of the day the children were in care;
 - b) The actual daily arrival and departure times of each enrolled child, recorded at the actual time of arrival and departure, attendance records must be maintained by child, not by family;
 - c) The names of children claimed at each meal service (daily meal count records), completed no later than the end of the day the children were in care.
4. The provider must submit to the sponsor a current, accurate enrollment form for each child claimed. It must be completed and signed by the child's parent or guardian, and updated annually.
5. The provider must tell the sponsor, without delay, 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 registration or approved status.
6. The provider must serve meals that meet Program requirements for components and serving sizes for the ages of children being served. Meals must meet the meal pattern requirements in 7 CFR 226 of the CACFP. The provider may not claim more than three meals per child per day, and of the three, one must be a snack. Only one meal per child may be claimed at each meal service.
7. The provider agrees to provide enrolled children with meal service at the times indicated on the Family Day Care Home Provider Information Site Application. The provider will advise the sponsor of mealtime, address, licensing and DHS listing changes in advance.
8. The provider will not charge families of enrolled children for food service
9. Meals may be claimed for the provider's own children or for foster children living in the provider's home if all of the following conditions are met:
 - a) Such children are enrolled and participating in the child care program during the time of the meal service;
 - b) Enrolled non-resident children are present and participating in the child care program;
 - c) Provider's children and foster children are determined to be income eligible by the sponsor
10. The provider must submit the meal count and menu records to the sponsor by the _____ day of each month. Failure to do so may result in loss of payment for that month.
11. If requested by the sponsor, the provider must submit daily attendance records with parent signatures to verify the number of meals claimed.
12. The provider will not claim reimbursement for meals served to children who are over 12 years of age. The provider may request approval for reimbursement for older migrant persons age 15 and under or persons with disabilities enrolled and participating in care.
13. The provider must attend training sessions as required by the sponsor.
14. The provider must serve meals to all enrolled children without regard to race, color, national origin, sex, age, or disability.
15. The provider agrees to distribute sponsor program information and WIC information as required by the sponsor in accordance with Federal CACFP regulations.
16. The Tier I provider who qualifies on the basis of income must submit to the sponsor adequate documentation to verify income before receiving the Tier 1 reimbursement rate (i.e., pay stubs, tax returns, etc.).
17. The Tier II provider may elect to have the sponsor collect income eligibility applications and determine the income eligibility of enrolled children, and/or identify categorically eligible children.
18. The provider must allow representatives from the sponsor, USDA, ODE CNP and/or other State and Federal officials to come into the provider's home during hours of child care operations announced or unannounced, to review program compliance. These visits will be done several times a year, **announced or unannounced**. Monitors conducting these reviews must show photo identification that demonstrates they are employees of the sponsor or other official entity listed above.
19. The provider agrees to notify the sponsor in advance whenever he/she plans to be out of the home during a meal service period. If the sponsor is not notified and an unannounced review is conducted when the children are not present in the daycare home, claims for the meals that would have been served during the unannounced review will be disallowed.
20. Providers may transfer no more than one time per year. Providers may not transfer when they are seriously deficient. Provider must notify sponsors on or before the 10th day of the last participating month in writing and include the provider's name, last day of participation with the current sponsor and the name of the new sponsor.
21. Provider may end this agreement to participate in the Program for cause or convenience as set forth in section C of this agreement.
22. The provider has the right to correct serious deficiencies within the timeframe allowed by the sponsor (not to exceed 30 days) and appeal proposed termination and disqualification from the CACFP.

SECTION C – TERMINATION

TERMINATION FOR CAUSE

The sponsor must initiate action to terminate a provider's participation in the CACFP if the day care home has been cited with and failed to correct one or more serious deficiency.

Serious deficiencies for day care homes include, but are not limited to, the following:

- Submission of false information on the application
- Submission of false claims for reimbursement
- Simultaneous participation under more than one sponsor
- Conduct or conditions that threaten the health and safety of child(ren) in care, or the public health or safety
- A determination that the day care home has been convicted of any activity that indicated a lack of business integrity. (e.g. fraud, embezzlement, theft, forgery, bribery, falsification of records, making false statements, receiving stolen property)
- Failure to correct CACFP requirements such as:
 - Requesting reimbursement for meals that do not meet CACFP meal pattern requirements
 - Number of meals claimed is greater than the number in attendance
 - Repeated failure to maintain accurate records
 - Repeated failure to have the records available during in-home reviews
- Home not open for monitoring visits or repeated cancellations by provider of monitoring visits
- Failure to participate in annual CACFP training
- Non-compliance with Civil Rights requirements
- Disconnection of telephone service
- Any other circumstance related to non-performance under the sponsoring organization – day care home agreement, as specified by the sponsoring organization or the state agency based on 7 CFR 226.16(l)(1).

If the sponsor determines that a provider has committed one or more serious deficiencies, the provider will be notified in writing and given the opportunity to take corrective actions. If corrective action is not taken to fully and permanently correct the deficiencies within the required timeframe, the sponsor must propose termination and disqualification of the provider in the CACFP. Prior to termination, the provider will be given an opportunity for an appeal of the proposed termination and disqualification.

TERMINATION FOR CONVENIENCE

The sponsor or the provider may terminate the provider's participation in the CACFP due to considerations unrelated to either party's performance of Program responsibilities under the agreement. A sponsor shall not terminate for convenience a provider who has been cited with a serious deficiency.

SECTION D - SUSPENSION

If the sponsor determines that there is an imminent threat to the health or safety of the participants at a day care home, or that the day care home has engaged in activities that threaten the public health or safety, or revocation of the provider's OCC registration (out of compliance with OCC rules), it must immediately suspend the home's participation in the CACFP and issue a notice of suspension of participation, serious deficiency, and proposed termination of the provider's agreement.

SECTION E – CERTIFICATION

I certify that this Agreement has been read and explained to me by the Sponsor Representative identified on this form. I also certify that I am not participating in the Child and Adult Care Food Program under any other Sponsoring Organization. I understand that reimbursement for meals claimed is given in connection with Federal funds and that any deliberate misrepresentation of Program records will subject me to prosecution under applicable State and Federal criminal statutes. I certify that during the past seven years, I have not been declared ineligible to participate in the CACFP. I understand that individuals providing false information will be placed on the national disqualified list for seven years and will be subject to civil or criminal penalties.

Signature of Day Care Home Provider Birthdate (Required)

Date Signed

On behalf of the Sponsoring Organization, I certify that I have read and explained this Agreement to the Day Care Home Provider identified on this form. As a Representative of the Sponsoring Organization, I acknowledge that the Sponsoring Organization understands and agrees to comply with the rights and responsibilities outlined in this agreement.

Signature of Sponsoring Organization

Date Signed