

**CACFP AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOME**

**INSTRUCTIONS:** *Two copies of this agreement must be completed and signed by the Sponsoring Organization and by the Family Day Care Provider. The Sponsoring Organization and the family day care provider each keep a copy of the signed agreement. The duration of the agreement shall be permanent until such time as the provider approval is terminated and/or the provider moves to a new address. Program payments are conditional contingent upon the availability of Federal funds.*

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Child Nutrition, Inc.  
of 9 N 3rd St Ste 100 Warrenton, VA 20186 and Provider: \_\_\_\_\_ Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

This agreement specifies the rights and responsibilities of the Sponsoring Organization and the Day Care Home Provider as participants in the Child and Adult Care Food Program (CACFP), and is in accordance with CACFP regulations 7 CFR 226. The CACFP is administered by the Virginia Department of Health, Division of Community Nutrition, Special Nutrition Programs: 109 Governor Street, 8th Floor, Richmond, VA 23219, (T) 1-877-618-7282.

**RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION:****The Sponsoring Organization agrees to:**

1. Train the provider in Program duties and responsibilities prior to beginning operations.
2. Provide annual training sessions scheduled at a time and place convenient to the provider.
3. Respond to a provider's request for technical assistance.
4. Provide CACFP record keeping forms to the provider.
5. Distribute the food service reimbursement to the provider within five working days after receiving the food service payment from the Virginia Department of Health.
6. Assure that all meals claimed for reimbursement are served to eligible children without regard to race, color, national origin, sex, age, or disability and that all meals claimed meet the requirements in the CACFP regulations.
7. Provide CACFP services at no charge to the provider.
8. Submit to Virginia Department of Health documentation that the Day Care Home is in compliance with licensing or voluntary registration requirements of the Virginia Department of Social Services, or local approval, or U.S. Military certification.
9. Determine if each provider is a Tier I or Tier II home as defined in the Code of Federal Regulations governing the CACFP.
10. Disburse the full amount of food service payments to each Tier I and to each Tier II home based on the number of meals served by type to enrolled children. For those Tier II homes with children eligible for Tier I rates the Sponsoring Organizations shall calculate reimbursement by applying the method of reimbursement as determined by Virginia Department of Health.
11. Retain the right of the Sponsoring Organization, the FNS-MARO, the Virginia Department of Health and the Office of the Inspector General, United States Department of Agriculture to visit the day care home to review its meal service and records during childcare operational hours. These visits may be announced or unannounced.
12. Maintain documentation of all children enrolled in the CACFP Day Care Home.
13. Collect income eligibility statements and determine eligibility of enrolled children for free or reduced price meals for each Tier II day care home. Maintain confidentiality of the eligibility status of all children enrolled for care. The Sponsoring Organization will not inform the day care provider of the eligibility status of children enrolled for care. However, the Sponsoring Organization may inform providers of the number of children enrolled for care that are eligible for free or reduced price meals.
14. Recruit the participation of only those day care homes that do not already participate in the CACFP.
15. The right to suspend participation due to concerns regarding the health and safety of children in the Day Care Home provider's care. **This action is not appealable.**
16. Initiate action to terminate the agreement of a day care home for cause if the Sponsoring Organization determines that the day care home has committed a serious deficiency that violates the integrity or performance of the day care program. The Sponsoring Organization must place a childcare provider that is terminated because of serious deficiencies on the CACFP National Disqualified List.
17. The Sponsoring Organization or the provider may self-withdraw this agreement to participate in the Child and Adult Care Food Program for convenience.
18. **Retain the right of the Sponsoring Organization, the FNS-MARO, the Virginia Department of Health and the Office of the Inspector General, United States Department of Agriculture to conduct parental contacts per 7 CFR 226.18(b).**

The agreement must be signed by the sponsoring organization and the provider and must include the provider's full name, mailing address, and date of birth. Day care homes which are complying with applicable procedures to renew licensing or approval may participate in the Program during the renewal process, unless the State agency has information which indicates that renewal will be denied. If licensing or approval is not available, a day care home may participate in the Program if: (1) It receives title XX funds for providing child care; or (2) It demonstrates compliance with CACFP child care standards or applicable State or local child care standards to the State agency.

*This institution is an equal opportunity provider.*

## **RIGHTS AND RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER**

### **The Family Day Care Home provider agrees to:**

1. Have a current state license, registration, local approval, military certification, or extension letter.
2. Maintain the following records, using forms provided or approved by the Sponsoring Organization:
  - a) A daily record of what is prepared and served to the children for each meal;
  - b) Daily attendance records, separate from meal counts (but may be on same form);
  - c) Meal counts recorded at or near the time of service;
  - d) Enrollment forms for all children in care.
3. Prepare and serve meals that meet CACFP requirements.
4. Attend training sessions on program requirements, at least annually, as required by the Sponsoring Organization.
5. Claim no more than three meals per child per day, and if claiming three, one must be a snack.
6. Acknowledges the right of the Sponsoring Organization, the FNS-MARO, the Virginia Department of Health, and the Office of the Inspector General, United States Department of Agriculture to visit the day care home to review its meal service and records during childcare operational hours. These visits may be announced or unannounced.
7. Inform the Sponsoring Organization about any change in the number of children enrolled for care or if there are any changes in the home's location or licensing status.
8. To submit meal count, menu records and attendance records to the Sponsoring Organization by the 5th of the month following the month being reported. Failure to do so may result in loss or delay of payment for that month.
9. Claim only one meal per child per day at each reimbursable meal service. Meals must be served at no separate charge to all eligible children.
10. Complete an income eligibility statement for each of the provider's own children if they are being claimed for meals.
11. Claim meals for the provider's own children only if the provider's children are eligible for free or reduced price meals, they are enrolled for day care, and other non-residential children are present for care at the time of the meal being claimed.
12. Receive reimbursement for meals served to eligible children 12 years of age or younger, or in the case of children of migrant workers not more than 15 years of age, and persons with disabilities of any age as long as the majority of persons in care are 18 years of age or younger.
13. Provide meals to all eligible children without regard to race, color, national origin, sex, age or disability.
14. Notify the Sponsoring Organization in advance whenever they are planning to be out of their home during mealtime. The provider understands that 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.
15. Request a transfer between sponsors no more frequently than once in any calendar year.
16. The Day Care Home's opportunity to request an appeal if the Sponsoring Organization issues a Notice of Proposed Termination of the Day Care Home's Program Agreement.
17. If so instructed by the Sponsoring Organization, the Day Care Home's responsibility to distribute to parents a copy of the Sponsoring Organization's notice to parents (also known as the "Building for the Future Flyer").
18. Withdraw this agreement when changing residences and notify the sponsor of such moves.
19. The right to end this Agreement to participate in the CACFP for convenience.
20. Acknowledges the right of the Sponsoring Organization, the FNS-MARO, the Virginia Department of Health and the Office of the Inspector General, United States Department of Agriculture to conduct parental contacts per 7 CFR 226.18(b).

## **PROVIDER SELECTION OF REIMBURSEMENT OPTION**

Type of home at date of signing: ☐ Tier I- Household Income ☐ Tier I- School Data ☐ Tier I- Census ☐ Tier II

### **FOR TIER II HOMES ONLY:** Check one option

Option 1: ☐ To receive Tier II reimbursement rates for all eligible children.

Option 2: ☐ Have Sponsoring Organization collect income Eligibility Statements or other approved information and determine the eligibility of all enrolled children.

Option 3: ☐ Have Sponsoring Organization identify and collect information only for categorically eligible child

### **MEAL TIMES** (reimbursement only for the meal types approved):

Breakfast _____	P.M. Snack _____
Lunch _____	Evening Snack _____
Supper _____	
A.M. _____	

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FNS Instruction 113-1, Part IX, Section A (4) (d) Public Notification. State or local agencies, and their sub-recipients, must post the following nondiscrimination statement and include it, in full, on all materials regarding such programs that are produced for public information, public education, or public distribution. If a State authorizes additional language, it must be included in a separate statement.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

**mail:**

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D. C. 20250-9410

**fax:**

(202) 690-7442; or

**email:**

[program.intake@usda.gov](mailto:program.intake@usda.gov).

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The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement."

"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 personnel, 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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the 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 Program applicant, 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 the behalf of the Program applicant.

The right of the FDCH to receive in a timely manner the full food service rate for each meal served to enrolled children for which the SO has received payment from the SA. However, if, with the home provider's consent, the SO will incur costs for the provision for program foodstuff or meals in behalf of the home, and subtract such costs from Program payments to the home, the particulars of this arrangement shall be specified in the agreement. The SO must not withhold Program payments to any FDCH for any other reason, except that the SO may withhold from the provider any amounts that the SO has reason to believe are invalid, due to the provider having submitted a false or erroneous meal count.

**Signature of Sponsoring Organization** \_\_\_\_\_  
(Name and Title)

**Signature of Day Care Home Provider:** \_\_\_\_\_  
(Name and Title)

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