# 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 will ensure contract information listed in the provider application, including email, phone, and mailing address, belong to the provider. Additionally, the sponsor will obtain all business owner information, including date of birth, email, phone, and mailing address as required for responsible individuals.
2. The sponsor agrees to train providers before they begin participating in the CACFP and annually thereafter.
3. The sponsor is required to take reasonable steps to ensure meaningful access to the CACFP and activities by person(s) with Limited English Proficiency and/or disabilities, by notifying applicants and providers of free language assistance, auxiliary aids and/or accommodations upon request.
4. The sponsor must respond to a provider’s request for technical assistance.
5. 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.
6. The sponsor will provide all CACFP recordkeeping forms and services to the provider at no cost.
7. The sponsor will give the provider required parental notification brochures and WIC (Women, Infants and Children Program) information that inform parents of the provider’s participation in the CACFP.
8. The sponsor will assure that all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, age or reprisal or retaliation for prior civil rights activity.
9. 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.
10. The sponsor will issue reimbursement (direct deposit or check) to the day care home provider that enters into and signs this agreement.
11. The sponsor may not issue reimbursement to a business owner who is not the provider entering and signing this agreement.
12. 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 childcare operations at least three times per CACFP fiscal year. These monitoring reviews must meet the following criteria:
	1. At least two of the three monitoring reviews must be unannounced;
	2. One unannounced review must include the observation of a meal service;
	3. No more than six months may elapse between reviews.
	4. New providers must be reviewed within the first four weeks of CACFP operation.
13. 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 and attendance, menus, and household/parent contact.
14. The sponsor must report to the appropriate agency (Child Care Licensing Division (CCLD), County Sanitarian, Department of Early Learning and Care (DELC) 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).
15. 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.
16. 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.
17. The sponsor will not inform day care home providers of the eligibility status of children enrolled for care unless written permission is granted on the income eligibility application. The sponsor may inform providers of the number of children enrolled for care that are eligible.
18. 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.
19. The sponsor has the right to verify information submitted by provider and to withhold payment to the provider when information submitted cannot be verified.
20. The sponsor must not withhold Program payments for any reason, unless the sponsor has reason to believe the amounts are invalid, due to the provider having submitted a false or erroneous meal count.
21. The sponsor must follow the ODE CNP FDCH Disallow Chart, and disallow meals claimed for reimbursement if:
	1. The provider’s records are incomplete, inaccurate, or missing;
	2. Meals do not meet the CACFP meal pattern requirements;
	3. Meals are claimed in excess of the authorized capacity;
	4. The provider’s CCLD license (or ERDC (Employment Related Day Care) listing if CCLD license exempt) is suspended or expired and not in compliance with CCLD renewal requirements.
22. The sponsor must declare serious deficiencies based on 7CFR 226.16(l).
	* 1. 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.

* + 1. The sponsor may propose to terminate this agreement for cause or convenience and must provide appeal rights to the provider. If the proposed termination is 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 CCLD registration, or, if exempt from registration, the provider must be ERDC-listed.
2. The provider agrees that they are entering into this agreement to operate the CACFP, and reimbursement will only be paid to the provider who has entered into this agreement.
3. The provider will not receive reimbursement for meals served in excess of authorized capacity.
4. The provider will maintain the following CACFP records:
	1. 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;
	2. Supporting menu documentation, including CN Labels, Nutrition Fact Labels, Ingredient list, and other documents as required;
	3. 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;
	4. 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.
5. 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.
6. The provider must tell the sponsor, without delay, the names of any children added to or dropped from the enrollment for day care,
7. The provider agrees to notify the sponsor, without delay, if there are any changes in mealtimes, address, licensing and ERDC changes in advance. If the sponsor is not notified and an unannounced review is conducted, claims for the meals served during the unannounced review may be disallowed.
8. 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.
9. The provider agrees to provide enrolled children with meal service at the times indicated on the Family Day Care Home Provider Information Site Application.
10. The provider will not charge families of enrolled children for food service.
11. The provider, upon request, will provide a foster placement letter for all enrolled children in foster care.
12. 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:
	* + 1. Such children are enrolled and participating in the child care program during the time of the meal service;
			2. Enrolled non-resident children are present and participating in the child care program;
			3. Provider’s children and foster children are determined to be income eligible by the sponsor
13. 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.
14. If requested by the sponsor, the provider must submit daily attendance records with parent signatures to verify the number of meals claimed.
15. 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 migrant persons age 15 and under or persons with disabilities enrolled and participating in care.
16. The provider must attend training sessions as required by the sponsor.
17. The provider must serve meals to all enrolled children without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, age or reprisal or retaliation for prior civil rights activity.
18. The provider agrees to distribute sponsor program information and WIC information as required by the sponsor in accordance with Federal CACFP regulations.
19. 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.).
20. 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.
21. 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 childcare 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.
22. 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.
23. Providers may transfer no more than one time per year. Providers may not transfer when they are seriously deficient. The 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.
24. The provider may end this agreement to participate in the Program for cause or convenience as set forth in section C of this agreement.
25. 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:

1. Submission of false information on the application
2. Submission of false claims for reimbursement
3. Simultaneous participation under more than one sponsor
4. Conduct or conditions that threaten the health and safety of child(ren) in care, or the public health or safety
5. 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)
6. Failure to correct CACFP requirements such as:
7. Requesting reimbursement for meals that do not meet CACFP meal pattern requirements
8. Number of meals claimed is greater than the number in attendance
9. Repeated failure to maintain accurate records
10. Repeated failure to have the records available during in-home reviews
11. Repeated failure to inform sponsor in advance of field trips, day care closures and mealtime changes
12. Home not open for monitoring visits or repeated cancellations by provider of monitoring visits
13. Failure to participate in annual CACFP training
14. Non-compliance with Civil Rights requirements
15. Disconnection of telephone service
16. 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, and responsible individuals 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 and responsible individuals in the CACFP. Prior to termination, the provider and responsible individuals will be given an opportunity for an appeal of the proposed termination and disqualification.

For Day Care Home Providers who are not the legal Business Owner:

I acknowledge if the Business Owner(s) are disqualified from CACFP participation for cause, then this AGREEMENT will be closed, effective the date the Business Owner(s)’ CACFP participation is terminated. **Day Care Home Provider Initials** \_\_\_\_\_\_\_\_\_\_.

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 CCLD registration (out of compliance with CCLD 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 – ASSURANCE OF CIVIL RIGHTS COMPLIANCE**

The provider hereby agrees to comply with:

* Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
* Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
* Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
* Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
* 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);
* Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
* All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
* Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
* Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for 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
* 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 a 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)
1. Purpose. 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.
2. Recordkeeping. By accepting this assurance, the Provider agrees to compile data, maintain records, and submit records and reports as 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 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 Provider, 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 Provider.

**SECTION F – CERTIFICATION**

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| 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. | 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 Day Care Home Provider Birthdate (Required) Date Signed |  Signature of Sponsoring Organization Date Signed |

**Definitions**

**Principal** means any individual who holds a management position within, or is an officer of, an institution or a sponsored center, including all members of the institution's board of directors or the sponsored center's board of directors.

***Responsible Individual****:* a principal, whether compensated or uncompensated who the State Agency or FNS determines to be responsible for the institution’s serious deficiency; any other individual employed by, or under contract with, an institution or sponsored center, who the State Agency or FNS determines to be responsible for an institution’s serious deficiency; or an uncompensated individual who the State Agency or FNS determines to be responsible for an institutions serious deficiency. Examples: Provider who entered into agreement, Business Owner, Employee

**Tier I day care home** means (a) a day care home that is operated by a provider whose household meets the income standards for free or reduced-price meals, as determined by the sponsoring organization based on a completed free and reduced price application, and whose income is verified by the sponsoring organization of the home in accordance with [§ 226.23(h)(6)](https://www.ecfr.gov/current/title-7/section-226.23#p-226.23(h)(6)); (b) A day care home that is located in an area served by a school enrolling students in which at least 50 percent of the total number of children enrolled are certified eligible to receive free or reduced price meals; or (c) A day care home that is located in a geographic area, as defined by FNS based on census data, in which at least 50 percent of the children residing in the area are members of households which meet the income standards for free or reduced price meals.

**Tier II day care home** means a day care home that does not meet the criteria for a Tier I day care home.