Agreement Between Child and Adult Care Food Program (CACFP) Sponsoring Organization and Family Day Care Home Provider

This agreement is entered into this_____day of_____, 20_____

by and between the Sponsoring Organization, hereinafter referred to as "sponsor,"

_____

of _____
(Sponsor's address)

and _____
(Provider's full name, hereinafter referred to as "provider") *(Provider's date of birth)*

of _____
(Provider's address) *(Provider's phone number)*

This agreement specifies the rights and responsibilities of the sponsor and the provider as participants in the U.S. Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP). Payments to be made under this agreement are contingent upon the availability of federal funds.

Rights and Responsibilities of the Sponsor

The sponsor agrees to:

1. Train the provider before they begin participating in the CACFP and offer additional training sessions at least once a year.
2. Respond to provider's requests for technical assistance.
3. Provide CACFP recordkeeping forms to the provider.
4. Disburse all payments due for meals to each provider within five (5) working days of receipt of payment from the Connecticut State Department of Education (CSDE) for the corresponding claim period. Program payments will not be withheld for any reason, except that the sponsor may withhold from the provider any amounts that the sponsor has reason to believe are invalid, due to the provider having submitted a false or erroneous meal count.

5. Make no charge whatsoever to the provider for CACFP services.

6. Ensure that all meals claimed for reimbursement are served to 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.

7. Ensure that all meals claimed meet the meal requirements in the current CACFP regulations.

8. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, provided daily to each child.

9. Visit participating providers at least three (3) times each twelve-month period to review their meal service and records during their hours of child care operations. A minimum of two (2) visits shall be unannounced and at least one unannounced visit shall include meal service observation.

10. Conduct parental contacts to verify child enrollment, attendance, and participation in the CACFP.

11. Notify the provider in writing of the right of the provider or sponsor to terminate the agreement for cause or convenience and provide the procedures for termination.

12. Ensure that all day care homes maintain current license status and report any instance of noncompliance to the licensing agency.

13. Determine the eligibility of the provider as a Tier I or Tier II home.

14. Inform Tier II homes of all the options for receiving reimbursement for meals served to enrolled children.

15. Upon the request of the provider, collect applications and determine the eligibility of enrolled children for free or reduced-price meals. The sponsor will not make any income eligibility information available to the provider, and will limit the use of the information to persons directly connected with the administration and enforcement of the program.

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Rights and Responsibilities of the Day Care Home Provider

The provider agrees to:

1. Keep an updated daily record of:

    a. menus for the meals served to children or the menu number from the list of approved menus provided by the sponsor and any substitutions to menu items;

    b. the number and types of meals served to each enrolled child recorded by name; and

    c. the number of enrolled children in attendance.

2. Claim meals served to children living in the home only if:

    a. the children are enrolled for day care and participating in the CACFP during the time of the meal service;

    b. enrolled, nonresident children are present and participating in the CACFP; and

    c. an income eligibility application has been submitted and approved by the sponsor.

3. Attend training sessions required by the sponsor, at a minimum of once every 12-month period.

4. Allow representatives of the sponsor, the CSDE, the USDA and other state and federal officials to make announced or unannounced reviews of the day care home's operations, and to have access to its meal service and records during its normal hours of child care operations.

5. Notify the sponsor in advance whenever there are plans to be out of the home during the meal service period. 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 visit will be disallowed.

6. Request an administrative review if the sponsor issues a notice of proposed termination of the provider's agreement or suspension of the provider's participation in CACFP. A copy of the Notification of Reasons and Procedures for Termination of Providers from the Child and Adult Care Food Program is attached and incorporated by reference into this agreement.

7. Distribute to parents, the Building for the Future poster regarding CACFP participation (available at https://www.fns.usda.gov/cacfp/build-future).

8. Remain in compliance with the provisions of the license covering their home.

9. Forward a copy of their current license and each subsequent renewal to the sponsor.

10. Make meal count and menu records available to the sponsor by the _____day of each month.

11. Serve meals at designated times to all enrolled children at no separate charge without regard to race, color, national origin, sex, age or disability.

12. Prepare and serve meals that meet the current CACFP meal pattern requirements for the ages of the children being served.

13. Maintain on file documentation of each child's enrollment. Such documentation must be updated annually, signed by a parent or legal guardian, and include information on each child's normal days and hours of care, and the meals normally received while in care. The provider shall notify the sponsor of any changes in enrollment (e.g., children added or dropped from child care), meal services, or eligibility. The day care home enrollment forms and income eligibility application forms are available in the "Forms" section of the CSDE's CACFP Family Day Care Homes webpage.

14. Serve the following meals at the designated times:

☐ Breakfast Start time:_____

☐ AM Snack Start time:_____

☐ Lunch Start time:_____

☐ PM Snack Start time:_____

☐ Supper Start time: _____

☐ Evening Snack Start time:_____

15. Provider's days of care:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday
☐ Saturday ☐ Sunday

16. Provider's hours of operation:

Start time:_____ Close time:_____

Policy on Transfer of Day Care Home Provider Between Sponsors

Day care home provider transfers are limited to no more than once during any calendar year during the month of June (the open enrollment period), and only with a letter of conveyance from the current sponsor. The CSDE will make the final approval of transfers and may grant waivers on a case-by-case basis.

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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, 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:

1. mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. fax: (833) 256-1665 or (202) 690-7442; or
3. email: program.intake@usda.gov

This institution is an equal opportunity provider.

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Civil Rights Assurances

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.

Private Residence Verification: _____ (Sponsor initial here)

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We certify that the information in this agreement is true and correct to the best of our knowledge, and that we will comply with the rights and responsibilities outlined in this Agreement. The provider also certifies that they are not participating in the CACFP under any other sponsor.

Sponsor Representative:

Signature:_____ Date:_____

Family Day Care Home Provider:

Signature:_____ Date:_____