



## Child and Adult Care Food Program Provider/Sponsoring Organization Agreement

This agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
Adults' & Children's Alliance of 2021 East Hennepin Avenue, Ste. LL20, Minneapolis MN 55413 and  
(Sponsoring Organization) (Sponsoring Organization's Address)

\_\_\_\_\_, \_\_\_\_\_  
(Provider's Full Legal Name - First, Middle, Last) (Provider's Previous Names Used)

\_\_\_\_\_, \_\_\_\_\_  
(Provider's Address) (Provider's Mailing Address, if different)

\_\_\_\_\_, \_\_\_\_\_  
(Co-Provider's Full Legal Name - First, Middle, Last) (Provider's Previous Names Used)

\_\_\_\_\_, \_\_\_\_\_  
(Provider's Address) (Provider's Mailing Address, if different)

specifies the rights and responsibilities of Provider and Sponsoring Organization as participants in the U.S. Department of Agriculture's (USDA) Child and Adult Care Food Program (CACFP).

This agreement will remain in effect until it is terminated in writing in accordance with Section IV or V below.

### I. PROVIDER REQUIREMENTS

Provider agrees to:

1. Prepare and serve meals, of approved meal types, that meet CACFP meal requirements in 7 CFR § 226.20 for the ages of children served.
2. Serve meals at no charge to enrolled children.
3. Maintain a valid family child care home license issued to the Provider named in this agreement, for child care provided in a home as required by CACFP.
4. Maintain daily records of the:
  - a. Foods served to children at each meal service.
  - b. Names of enrolled children who were present and served meals meeting program requirements at each meal service.
  - c. Number of enrolled children who are present each day.
5. Maintain documentation of each child's enrollment. Ensure that the documentation includes information on each child's normal days and hours of care and the meals normally received while in care, is signed by a parent or legal guardian, and that the information for each child is updated annually by a parent or legal guardian.
6. Maintain attendance, enrollment, meal count and menu records for three years after submission of the final claim for the fiscal year to which they pertain. Records for the current month and previous 12 months of operation must be maintained onsite and be available for immediate review. Other records may be stored offsite if the records are in Provider's control and accessible within a reasonable time. If no offsite storage is used, Provider must retain three years of records onsite at the home. Failure to maintain records will be grounds for denial of reimbursement.
7. Promptly inform Sponsoring Organization about any change in the number of enrolled children in the home and any change in status of the child care license.
8. Claim reimbursement only for meals served to children who are currently enrolled for CACFP participation and only within the home's licensed capacity of children.  
Claim reimbursement for meals served to Provider's own children only if:
  - a. Provider's own children are enrolled and participating in the child care program.
  - b. Enrolled nonresident children are present and participating in the child care program.
  - c. Sponsoring Organization has approved Provider to claim reimbursement for meals served to Provider's own children based on USDA family size and income guidelines.
9. Claim reimbursement for no more than one meal served to each enrolled child at a meal service, up to a maximum of two meals and one snack or two snacks and one meal during a day.
10. Submit meal counts by children's names and menu records to Sponsoring Organization each month by the third of the month following the month being claimed.
11. Participate in required program training prior to participation in the program and at least annually thereafter as offered by Sponsoring Organization.
12. Provide access to CACFP meal services and program records, during the home's hours of operation, to representatives of Sponsoring Organization, the Minnesota Department of Education and USDA. Visits will be made at least three times per year, either by appointment or unannounced.

13. Notify Sponsoring Organization in advance when enrolled children will be out of the home during a 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, Sponsoring Organization will disallow claims for meals served at the time of the unannounced review.
14. Participate in the CACFP only under this Sponsoring Organization unless this agreement has been terminated in accordance with Section IV or V.
15. Distribute to parents a copy of Sponsoring Organization's notice to parents, if so instructed by Sponsoring Organization.
16. Meet CACFP requirements for family child care homes in program regulations (7 Code of Federal Regulations part 226) in accordance with directives from Sponsoring Organization.

## II. SPONSORING AUTHORITY REQUIREMENTS

Sponsoring Organization agrees to sponsor Provider for CACFP participation in accordance with federal regulations for CACFP (7 Code of Federal Regulations part 226) and directives from the Minnesota Department of Education.

Sponsoring Organization agrees to:

1. Train Provider in program requirements before Provider begins CACFP participation and offer additional training sessions at convenient times and places at least once a year.
2. Visit the home during the hours of child care operations, either by appointment or unannounced, to review program operations including meal service and program records.
3. Contact parents of enrolled children to verify attendance.
4. Respond to Provider's requests for assistance.
5. Provide all required recordkeeping forms.
6. Subject to availability of federal funds, distribute to Provider the full reimbursement for each meal served to enrolled children within five days of receipt of funds from the Minnesota Department of Education. If with Provider's consent Sponsoring Organization will incur costs for the provision of food or meals on behalf of the family child care home, the details of the arrangement must be specified in this agreement.

Sponsoring Organization may withhold any program payments that Sponsoring Organization has reason to believe are invalid due to false or erroneous meal counts submitted by Provider, or may withhold any program payments that are not supported by Provider records as described in section I.6 of this agreement. Sponsoring Organization will not withhold program payments for any other reason except if Provider's participation has been proposed for termination or suspended for health and safety reasons.

7. Charge no fee to Provider for CACFP sponsorship.
8. Inform Tier II homes of all options for receiving CACFP reimbursement:
  - a. Elect to have Sponsoring Organization attempt to identify all income-eligible children enrolled in the home, through collection of Household Income Statements and/or possession by Sponsoring Organization or home of other proof of a child or household's participation in a categorically eligible program, and receive Tier I rates of reimbursement for the meals served to identified income-eligible children.
  - b. Elect to have Sponsoring Organization identify only those children for whom Sponsoring Organization or home maintains documentation of the child or household's participation in a categorically eligible program, under the expanded categorical eligibility provision contained in 7 CFR § 226.23(e)(1), and receive Tier I rates of reimbursement for the meals served to these children.
  - c. Receive Tier II rates of reimbursement for all meals served to enrolled children.
9. Collect applications and determine the eligibility of enrolled children for free or reduced-price meals, upon request of a Tier II home.
10. Provide an opportunity for Provider to request an administrative review (appeal) if Sponsoring Organization issues a notice of proposed termination of the home's program agreement or a notice of suspension of Provider participation due to health and safety concerns, in accordance with 7 CFR § 226.6(l)(2). An administrative review provides a review of the Provider's noncompliance with program requirements specified in the notice of proposed termination or notice of suspension.

## III. NONDISCRIMINATION

Provider and Sponsoring Organization agree to serve meals to all enrolled children without regard to race, color, national origin, sex, age or disability.

**IV. TERMINATION OF AGREEMENT**

Provider may end this agreement at any time if Provider is in compliance with CACFP requirements as determined by Sponsoring Organization. Provider noncompliance with CACFP requirements will affect termination requests and timelines. Provider and Sponsoring Organization will maintain written documentation of termination of the agreement.

If Provider ends this agreement and later requests reinstatement to CACFP during the same program year, Provider must reinstate to the same Sponsoring Organization.

If Provider transfers to another Sponsoring Organization within the limited annual timeline provided in Section V of this agreement, this agreement will end.

Sponsoring Organization may terminate this agreement for cause of noncompliance with the terms of this agreement, or failure by provider to take prompt and full corrective actions required by Sponsoring Organization, in accordance with the serious deficiency process 7 CFR § 226.16 (l).

Sponsoring Organization may end this agreement for convenience only if approved by the Minnesota Department of Education.

**V. TRANSFER**

Each October, in accordance with Minnesota Department of Education policy, Provider may either continue to participate in the program under this agreement or enter into an agreement with another Sponsoring Organization. A transfer will take effect on the date of application with a new Sponsoring Organization, not earlier than the first day of October. All program requirements must be met before Provider may claim reimbursements with a new Sponsoring Organization.

Provider transfers between Sponsoring Organizations in a month other than October are rare and only approved by the Minnesota Department of Education under extraordinary circumstances.

Provider and Sponsoring Organization certify that the information on this form is true and correct to the best of our knowledge and that we will comply with the rights and responsibilities outlined in this agreement.

_____	_____	_____
PROVIDER'S SIGNATURE	DATE	DATE OF BIRTH

_____	_____	_____
CO-PROVIDER'S SIGNATURE	DATE	DATE OF BIRTH

_____	_____
SPONSORING ORGANIZATION REPRESENTATIVE'S SIGNATURE	DATE