



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 10 Yorkton Court, St. Paul MN 55117 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 III or IV below.

Provider agrees to:

1. Prepare and serve meals, of approved meal types as specified in the Cyber-Linked Interactive Child Nutrition System (CLICS), 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 childcare 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 childcare program.
 - b. Enrolled nonresident children are present and participating in the childcare 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 due dates set by Sponsoring Organization.
 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 (MDE) 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 III or IV.
 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 childcare 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 MDE.

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 childcare 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 MDE. If with Provider's consent Sponsoring Organization will incur costs for the provision of food or meals on behalf of the family childcare 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 1.6 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. 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 IV 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 (I).

Sponsoring Organization may end this agreement for convenience only if approved by MDE.

IV. Transfer

Each October, in accordance with MDE 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 MDE under extraordinary circumstances.

V. Assurance of Civil Rights Compliance

The Provider hereby agrees that it will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- d. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- e. 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);
- f. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- g. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

- i. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, 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.
- j. The USDA non-discrimination statement that, in accordance with Federal civil rights law and 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).

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 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 the behalf of the Provider.

PROVIDER'S SIGNATURE	DATE	DATE OF BIRTH
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CO-PROVIDER'S SIGNATURE	DATE	DATE OF BIRTH
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SPONSORING ORGANIZATION REPRESENTATIVE'S SIGNATURE	DATE
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