



DISTRICT OF COLUMBIA

OFFICE OF THE STATE SUPERINTENDENT OF

**EDUCATION**

**CHILD AND ADULT CARE FOOD PROGRAM (CACFP)  
AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOMES**

This Agreement is entered into by **sponsor name** located at **sponsor address** and **day care home** located at **day care home address** on **date**.

Both the Sponsoring Organization and Day Care Home Provider must maintain a completed and signed copy of this agreement on file.

This Agreement specifies the rights and responsibilities of the Sponsoring Organization and the provider as participants in the United States Department of Agriculture's (USDA) Child and Adult Care Food Program (CACFP).

**Section I: Rights and Responsibilities of the Sponsoring Organization**

1. In accordance with Child and Adult Care Food Program regulations, the Sponsoring Organization agrees to:
  - a. Train providers before they begin participating in the CACFP and conduct a pre-approval inspection of day care homes.
  - b. Offer additional training sessions scheduled at a time and place convenient to their providers. Each Sponsoring Organization must provide training at least annually.
  - c. Provide a timely response to a provider's request for technical assistance.
  - d. Provide CACFP recordkeeping forms to the provider, including income eligibility forms for Tier II homes.
  - e. Determine if each provider is a Tier I or Tier II home, inform Tier II homes of all their options for receiving reimbursement and, at the request of the provider, distribute and collect applications, and determine the eligibility of enrolled children for Tier I reimbursement rates.
  - f. Disburse the full amount of foodservice payments to each Tier I and Tier II home based on the number of meals served by type to enrolled children. In addition, for Tier II homes, calculate reimbursement using one of the following methods and apply to all providers:
    - i. Actual count;
    - ii. Daily percentage; or
    - iii. Blended rate.
  - g. Distribute an advance to the provider within five (5) working days after receipt. If reimbursement is owed to the provider, in addition to the advance payment, the Sponsoring Organization will pay the provider the remainder of the reimbursement after the Sponsoring Organization has received payment.
  - h. Charge no fee to the provider for the CACFP services.
  - i. Assure that all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, sex, national origin, age, or disability and that all meals claimed meet the meal requirements as specified in the CACFP regulations.

- j. Review each facility three times each year; at least two of three reviews must be unannounced with no more than six months between each review.
- 2. The Sponsoring Organization, the State Agency and USDA have the right to visit day care homes to review the meal service and records during the normal hours of child care operations.
- 3. The Sponsoring Organization or the provider may terminate this agreement to participate in the CACFP for cause or convenience. If a provider is terminated for cause, the Sponsoring Organization must supply the provider with written appeal procedures.
- 4. The Sponsoring Organization will maintain family size and income data on the provider's own children who are enrolled for care and are eligible for free or reduced price meals. The Sponsoring Organization will verify the income of day care home providers qualifying as Tier I homes on the basis of the provider(s) household income. The Sponsoring Organization will maintain income eligibility information for children enrolled in Tier II day care homes that have elected to have the Sponsoring Organization collect free and reduced price information, including evidence of categorical eligibility.
- 5. The Sponsoring Organization will maintain and verify documentation of information used to classify day care homes as Tier I day care homes (including school data, income eligibility forms, and census data). The verification of the provider's income eligibility information must be done prior to approval and conducted on 100% of the provider's applications.
- 6. The Sponsoring Organization will not make eligibility information available to providers and must limit this information to persons directly connected with the administration and enforcement of the program. Sponsoring organizations may only inform Tier II providers of the number of children eligible for Tier I rates.
- 7. The Sponsoring Organization must require that Tier I day care homes submit the number of meals served by type to enrolled children. In Tier II homes where the provider elects not to have the Sponsoring Organization identify enrolled children who are eligible for free or reduced price meals submit the number of meals served by type to enrolled children.
- 8. The Sponsoring Organization will inform providers of their options for reimbursement under the two-tier reimbursement structure.
- 9. The Sponsoring Organization will, upon the request of a Tier II day care home, collect applications and determine the income eligibility of enrolled children, and/or identify categorically eligible children.
- 10. The Sponsoring Organization will not inform Tier II day care home providers of the eligibility status of children enrolled for care. The Sponsoring Organization may inform providers of the number of children enrolled for care that are eligible.
- 11. The Sponsoring Organization has the right to contact the parent to verify claim data.

## **Section II: Rights and Responsibilities of the Day Care Home Provider**

- 1. The provider is required to keep daily records of:
  - a. Menu items served to the day care children in attendance at each meal each day;
  - b. The number of meals served to enrolled children in attendance each day by meal type;
  - c. The number of enrolled children in attendance by name each day; and
  - d. The number and types of meals served to each enrolled child by name, in Tier II mixed rate homes using actual counts.

2. Meals may be claimed for the provider's own children only if such children are eligible for Tier I reimbursement rates and if they are enrolled in day care. One meal per child may be claimed at each meal service if an outside child is in attendance.
3. The provider must attend training sessions as required by the Sponsoring Organization.
4. The provider must allow representatives from the Sponsoring Organization, State Agency, and USDA to come into the home to conduct CACFP reviews. These may be announced or unannounced.
5. The provider must inform the Sponsoring Organization, without delay, of the names of any children added to or dropped from the enrollment for day care, or if there are any changes in the home's license, approval status, or regularly scheduled meal service.
6. The provider will not receive reimbursement for meals served to children who are over 12 years of age, except in the cases of eligible migrant children or individuals with disabilities enrolled for care.
7. The provider must submit the meal count and menu records to the Sponsoring Organization by the day of each month. Failure to do so may result in loss of payment for that month or delay in payment.
8. The provider must serve meals that meet the CACFP requirements for the ages of children being served. The provider may not claim more than three meals per child per day, and of the three, one must be a snack. The provider must take meal counts during meal service.
9. The provider or the Sponsoring Organization may end this agreement to participate in the CACFP for cause or convenience. If a provider is terminated for cause, the provider has the right to appeal the termination in accordance with the Sponsoring Organization appeal procedures.
10. The provider must serve meals to all eligible enrolled children without regard to race, color, sex, national origin, age, or disability.
11. The provider shall not assess a separate charge for meal service to enrolled children.
12. The provider must distribute to all parents of children participating in the CACFP a copy of the "Letter to Households" provided by the sponsoring organization.
13. The provider may transfer from one sponsor to another sponsor if the provider is in good standing and does not owe a debt to their present sponsor. The provider must first terminate their agreement with their present sponsor before being approved by the State Agency to sign an agreement with another sponsor. The State Agency will make final determinations on transfers.

### **Section III: Assurance of Civil Rights Compliance**

The Sponsoring Organization and Family Day Care Home agrees to adhere to the following:

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.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form.

To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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;

(2) fax: (202) 690-7442; or  
 (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

**THIS SECTION IS TO BE COMPLETED BY THE SPONSORING ORGANIZATION.**

**Day Care Home Name** is approved to serve the following meals (check all that apply) at the approved tier (check only one):

- |                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/> Breakfast  | <input type="checkbox"/> Tier 1A: School Data     |
| <input type="checkbox"/> Lunch      | <input type="checkbox"/> Tier 1B: Provider Income |
| <input type="checkbox"/> Supper     | <input type="checkbox"/> Tier 1C: Census Data     |
| <input type="checkbox"/> A.M. Snack | <input type="checkbox"/> Tier II                  |
| <input type="checkbox"/> P.M. Snack | <input type="checkbox"/> Tier II Mixed            |

**Day Care Home Name** is approved to serve up to **number** enrolled children per day starting on **date**.

We CERTIFY that the day care home provider is not participating in the Child and Adult Care Food Program (CACFP) under any other Sponsoring Organization. We further certify that all of the information above is true and correct to the best of our knowledge, and that we will comply with the rights and responsibilities outlined in this agreement. We understand that this information is being given in connection with the receipt of federal funds and that officials may, for cause, verify this information. Deliberate misrepresentation may subject u to prosecution under State and Federal criminal statutes.

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Sponsoring Organization Signature

Date

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Day Care Home Provider Signature

Date