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Sponsor Name
Address
Phone Number

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

INSTRUCTIONS: An original and one copy of this agreement must be completed and signed by the day care home provider and returned to the sponsoring organization. A representative of the sponsoring organization must sign both forms, keep one, and return one to the provider.

This agreement is entered into this _____ day of (month) _____, (year) _____, by and between

_____, and _____
(Sponsoring Organization) First (Provider's Name) Middle Last

at _____
(Provider's Address)

This Agreement specifies the rights and responsibilities of the sponsoring organization and the provider as participants in the CACFP administered by the Office of Superintendent of Public Instruction (OSPI). This agreement remains in effect until terminated by either party, contingent upon availability of program funds.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

1. The sponsoring organization will:
 - a. Train providers before they begin participating in the CACFP.
 - b. Offer additional training sessions scheduled at a time and place convenient to their providers.
 - c. Respond to a provider's request for technical assistance.
 - d. Provide CACFP record keeping forms to the provider at no cost.
 - e. Pay the provider within five working days after receiving payment from OSPI, if the provider has fulfilled all CACFP requirements and maintained and submitted all records necessary to support the claim for reimbursement.
 - f. Obtain CNS approval before imposing a time limit on the submission of meal records by providers.
 - g. Not charge a fee to the provider for CACFP services.
 - h. Assure all meals claimed for reimbursement are served to eligible enrolled children (through 12 years of age) without regard to race, color, national origin, sex, age, or disability and that all meals claimed meet the meal requirements of the CACFP (7 CFR 226.20).
 - i. Reimburse providers for the appropriate number of meals claimed multiplied by the current reimbursement rate set by the U.S. Department of Agriculture (USDA).
 - j. 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.
2. The sponsoring organization may terminate this agreement to participate in the CACFP for cause or convenience, with notification to OSPI. Providers who are terminated for cause, including but not limited to fraud, will be prohibited from future participation in the CACFP with any OSPI sponsoring organization for seven years from the date of termination, and will be listed on the national disqualified list.
3. The sponsor will report to the appropriate agency any and all health and safety violations observed in the provider's home, (for example, caring for children in excess of authorized capacity).

4. 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.
5. The sponsor will, upon the request of a Tier II day care home, collect income-eligibility applications, maintain their confidentiality, determine the income eligibility of enrolled children, and identify categorically-eligible children.
6. The sponsor will not inform day care home providers of the eligibility status of children enrolled for care. The sponsor may inform providers of the number of children enrolled for care by tier category.
7. The sponsor must verify household income of providers who qualify as Tier I on the basis of their income.
8. The sponsor has the right to verify information submitted by a provider who qualifies as Tier I.
9. The sponsoring organization will review (visit the site of operation) each day care home a minimum of three times per year. The first review will be within the provider's first four weeks of program operation and not more than six months will elapse between reviews. A minimum of two reviews per year will be unannounced. At least two meal services must be observed. Additional reviews may be made as deemed necessary. The sponsoring organization, OSPI, or USDA, has the right to visit day care homes to review their meal service, meal counts, menus, and attendance records during their hours of child care operations.
10. The sponsoring organization will maintain current enrollment records on all enrolled children. Enrollment records must be updated annually.
11. The sponsor will maintain current family size and income data on the providers who claim their own children who are enrolled for care and eligible for CACFP meal reimbursement.
12. The sponsor will give the provider required parental notification posters and brochures that inform parents of their provider's participation in the CACFP.
13. All parts of the application are incorporated by reference into this agreement.
14. This agreement is effective only when the provider is properly licensed and approved.
15. The sponsor will restrict transfers to one time per year.

RIGHTS AND RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER

1. The provider must have a current license to provide child care services to children, or must be approved as a relative provider through Department of Early Learning.
2. The provider will not receive reimbursement for meals served in excess of authorized capacity.
3. The provider will claim only those meals and snacks listed on the annual provider site application and approved by CNS. The provider must notify the sponsor of any meal changes in advance.
4. The provider is required to keep daily records recorded no later than the end of each day of:
 - a. Menus that document the actual food served to the enrolled children at each meal service.
 - b. The number of meals by type served to children at each meal service.
 - c. The names of enrolled children who are present each day with actual daily arrival and departure times, recorded at the actual time of arrival and departure.
 - d. The names of children claimed for reimbursement at each meal.
 - e. Daily meal counts.
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 promptly inform the sponsoring organization of the names of any children added to or dropped from the enrollment for child care, or if there are any changes in the home's license or approved status.

7. The provider must serve meals that meet the CACFP requirements for the ages of children being served. Meals must meet the meal pattern requirements in 7 CFR 226.20.
8. The provider may not claim more than two meals and one snack or one meal and two snacks per child per day. 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. The provider will advise the sponsor of meal time changes in advance.
10. The provider agrees that no separate charge for food service is imposed on families of children enrolled in participating family day care homes.
11. The provider's own children includes children by birth or adoption, grandchildren or housemates children, who are part of the economic unit. 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:
 - a. Such children are enrolled and participating in the child care program during the meal service.
 - b. Enrolled nonresident children are present and participating in the child care program.
 - c. Provider's children and foster children are determined to be eligible by the sponsor.
 - d. All children are claimed for meal reimbursement.
12. Foster children residing with the provider may be claimed. Other nonresidential children must be participating in the meal service.
13. 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 or delay of payment for that month.
14. The provider must not submit meal counts for meals served to children who are 13 years of age or older. Older migrant or disabled persons enrolled for care may be eligible for participation.
15. The provider must notify the sponsoring organization in advance whenever they plan to be out of the home during the meal service period. If the sponsor is not notified 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 review will be disallowed.
16. Training opportunities will be offered regularly by the sponsoring organization. The provider is required to attend a minimum of one (1) training session per year or as required by the sponsor.
17. The provider must serve meals to all enrolled children without regard to race, color, national origin, sex, age, or disability. Any person who believes he or she has been discriminated against in any USDA-related activity should write to USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410.
18. The provider agrees to distribute and display sponsor program information, including the notice to parents.
19. The Tier I provider who qualifies on the basis of income must submit to the sponsor adequate documentation to verify income, such as pay stubs or tax returns, before receiving the Tier I reimbursement rate.
20. The Tier II provider may elect to have the sponsor collect income-eligibility applications and determine the income eligibility of enrolled children, or identify categorically-eligible children.
21. The provider must allow representatives from the sponsoring organization, OSPI, or USDA, and any other state or federal official to come into the provider's home during the regular hours of operation, for the purpose of reviewing the CACFP operations. Representatives conducting these reviews must provide photo identification that shows they are on official business.
22. Providers may transfer no more than one time per year. Providers may not transfer while seriously deficient.
23. The provider may end this agreement to participate in the CACFP for convenience.

24. Any provider who claims and accepts payments from more than one sponsor in the same month has committed fraud. Such provider shall:
- a. Repay reimbursement to both sponsors.
 - b. Be terminated from participation in the CACFP.
 - c. Be prohibited from participating in the CACFP for seven years.
 - d. Be listed on the national disqualified list.
25. The provider shall have the opportunity to request an administrative review, if they receive notice of proposed termination for cause or if the sponsoring organization suspends the provider's participation due to health and safety concerns.

FRAUD

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property that are subject of a grant or other form of assistance under 7 CFR Part 226.25(e), whether received directly or indirectly from the Office of Superintendent of Public Instruction or the U.S. Department of Agriculture or whoever receives, conceals, retains such funds, assets, or property to his use or gain, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud shall, if such funds, assets, or property are of the value of \$100 or more, be fined not more than \$10,000 or imprisoned for not more than five years, or both.

CERTIFICATION

I certify that this agreement has been explained to me by the sponsor representative identified on this form. I also certify that I am not participating in the CACFP under any other sponsoring organization. I further certify that the sponsoring organization and the provider agree to comply with the terms of this agreement. I understand that this information is being given in connection with the receipt of federal funds; that OSPI or USDA officials may, for cause, verify information; and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. The program must be made available to all eligible children regardless of race, color, national origin, sex, age, or disability. 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.

I certify the following items have been reviewed with me and I have received a copy of each policy.

- Transfer policy.
- Corrective action policy.
- Termination policy.
- Appeal policy.
- Record retention policy.

Signature of Provider

Birthdate (required)

Date Signed

Signature of Sponsoring Organization Representative

Date Signed

Effective Date of Agreement