

**CHILD AND ADULT CARE FOOD PROGRAM (CACFP) AGREEMENT****ABC FOOD PROGRAM AND FAMILY CHILD CARE PROVIDER (MINOT AFB)**

North Dakota Department of Public Instruction
Child Nutrition & Food Distribution Programs

Instructions: Complete requested information and retain a copy in local office for a period of four years for audit purposes. Provider will maintain a copy for their own records.

Sponsoring Organization: ABC Food Program (Minot AFB)	Sponsoring Organization's Address: <i>Street, City, State, Zip</i> 475 Summit Drive Suite 308 Minot AFB, N.D. 58705
Provider's Name:	Provider's Address: <i>Street, City, State, Zip</i>
Provider Birth Date: <i>Mo/Day/Yr</i>	Provider E-mail Address:

This Agreement, entered into this _____ day of _____, _____ by and between the above-named Sponsoring Agency and Provider is permanent until terminated by either party. It specifies the rights and responsibilities of the Sponsoring Organization and the Provider as participants in the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) administered by the North Dakota Department of Public Instruction (DPI).

Rights and Responsibilities of the Sponsoring Organization (ABC Food Program)

In accordance with the Child and Adult Care Food Program regulations, the ABC Food Program agrees to:

1. Enter into an agreement only with a day care provider who is currently licensed, certified, registered or approved in accordance with Part 226.6(d) of the CACFP regulations.
2. Train the Provider in program requirements before the Provider begins participation in the CACFP.
3. Offer additional training sessions not less than quarterly.
4. Respond to a Provider's request for technical assistance.
5. Provide all CACFP recordkeeping forms to the Provider.
6. Not charge a fee to the Provider for CACFP administrative services.
7. Disburse to the Provider the full amount of CACFP payments received by the Sponsoring Organization from the DPI within five days of receipt in accordance with CACFP regulations [7CFR 226.16(8)].
8. Assure that all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, national origin, sex, age, or disability, and that all meals claimed for reimbursement meet the meal requirements of the CACFP (7 CFR 226.23).
9. Assure the claim for payment is not made for meals served to children attending in excess of the authorized capacity as determined by applicable licensure, certification or approval regulations.
10. Assure the claim for payment is made for no more than two meals and one snack or two snacks and one meal per child per day according to current USDA regulations.
11. The sponsoring organization will review (visit the site of operation) each child care home a minimum of four 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. Additional reviews may be made as deemed necessary. All visits will be unannounced. Reviews will be made during the days and hours of operation as listed on the child care provider's application.
12. Disallow for reimbursement meals served prior to the day of the onsite review by the sponsoring organization when menus and/or all the number of meals served by type and child name (or designation) have not been recorded as of the day of the

onsite review. Disallow for any meals that cannot be validated for claiming as a result of household contacts according to Sponsoring Organization policy.

13. Inform tier II day care homes of all options for receiving reimbursement for meals served to enrolled children.

14. Collect, upon the request of a tier II day care home, applications to determine the eligibility of enrolled children for tier I meals.

15. Conduct parent audits of enrolled children as required by CACFP regulations and USDA and DPI guidance.

16. Provide each home with information that describes the CACFP and its benefits (parental notification flier) and request that all parents and guardians of children enrolled in the day care home are given this information.

Rights and Responsibilities of Family Child Care Provider (Minot AFB)

In accordance with Child and Adult Care Food Program regulations, the day care home agrees to:

1. Prepare and serve meals at no charge which meet the meal pattern requirements for the ages of children being served as specified in program regulations and at the meal service times specified on the child care provider's application. Meal service times on the application must be consistent with Sponsoring Organization policy. Notify Sponsoring Organization in advance when there are alterations to the normal meal service times.
2. Maintain on a daily basis records of attendance, menus, and the number of meals by type and child name (or designation) that are served to enrolled children. Menus and the number of meals served by type and child name (or designation) must be recorded by the end of each operating day. Maintain records on site of child care operations and make them readily available for home reviews during hours of operation as listed on child care provider's application.
3. Claim meals served to provider's own children 12 years of age and under only if enrolled children who live outside the provider's home are also served the meals at the same time and only if the provider is approved to claim own children by the Sponsoring Organization. Meals claimed, including provider's own, cannot be in excess of the day care home's authorized capacity.
4. Maintain child enrollment information and promptly inform the Sponsoring Organization about any change in the number of children enrolled in care.
5. Provide documentation that Provider's home is currently licensed as a group child care, registered or certified day care home or approved in accordance with local day care regulations, and will promptly inform the Sponsoring Organization of any change in the home's license, phone number, or certification approval status. Promptly notify the Sponsoring Organization of change in child care address or change in provider's name.
6. Annually participate in training sessions required and provided by the Sponsoring Organization.
7. Allow representatives from the Sponsoring Organization, USDA, DPI and other State and Federal officials with photo identification to make announced and unannounced visits to the Provider's home to review the meal service and records anytime during the days and times listed on the provider's application for normal hours of child care operations.
8. Serve meals to all children present during meal times without regards to sex, race, color, national origin, age, or disability.
9. Turn in (Minot AFB) meal counts, menus, sign in/out sheets and enrollments to the ABC Food Program by the first day of each month. Any claim received late for the month following the claim period may be paid late or not at all if outside of the ABC Food Program's timeframe for requesting USDA funds.
10. Notify the Sponsoring Organization of any claim reimbursement discrepancies in a timely manner, failure to do so may result in inability to obtain reimbursement for any outstanding payments. Payment errors in late claims will be paid only if the sponsor can still obtain the funds from USDA.
11. The Provider's home must be open to all children without regard to sex, race, color, national origin, age or disability. (This applies only during the home's official hours of business as a child care operation.)
12. Allow the Sponsoring Organization, the DPI and the USDA to conduct parental audits.
13. Provide the parents or guardians of enrolled children with information that describes the CACFP and its benefits (parental notification flier).
14. The day care home provider must notify the Sponsoring Organization in advance whenever the provider is closed or planning to be out of their home with the children during the approved meal service periods. If the provider fails to notify the sponsor and an unannounced review is made during the scheduled meal time, claims for meals that would have been served during the unannounced review must be disallowed for CACFP reimbursement by the sponsoring organization.
15. Be physically present in the child care operation of which the agreement is covering at least 75% of the operating hours of

the family child care home each day. The child care provider (the individual who has signed this agreement) must be present during meals/snacks claimed for reimbursement with the exception of the limited time the family child care home provider transports children to and from school and child-based activities, running errands, etc. Only during those limited times would be approved alternate caregiver(s) that are preparing/serving the meals/snacks be allowed to claim meals for CACFP regulations.

16. Provider will not claim meals prepared out of sight. (Restaurants, fast food, etc) or accept any prepared food brought in from an outside source, with the exception of breast milk. Provider will refrain from "eating out" more than once a month.

17. Notify the Sponsoring Organization in advance in times of a family emergency, planned vacations, etc. when an alternate approved (eligible through social services to provide care in the day care) caregiver(s) is utilized for operating the child care more than 25% of the operating hours in a day. Failure to do so will result in non-approval for the meals/snacks served that day.

18. Comply with USDA regulations and sponsor organization regulations as implemented and/or revised as written in the Sponsoring Organization provider handbook.

Termination Policy

The provider may terminate the agreement by notifying the Sponsoring Organization in writing; however, the following stipulations apply:

1. If the provider voluntarily terminates the agreement after being declared serious deficient in their operation of the CACFP and the serious deficiency has not been recinded, the Sponsoring Organization must propose to disqualify the provider from future CACFP participation.

2. If the provider voluntarily terminates their agreement after having been suspended of their participation in the CACFP by the Sponsoring Organization, the Sponsoring Organization must propose to disqualify the provider from future CACFP participation.

3. A provider that terminates the agreement to switch to another Sponsoring Organization may only do so at the beginning of each new fiscal year (October 1 annually) unless the provider moves out of the Sponsoring Organization's service area. A provider must inform the Sponsoring Organization in writing of their intention to transfer to September 1 in order to be effective for the new fiscal year (October 1-September 30 annually).

The Sponsoring Organization may terminate this agreement for convenience upon 10 days' written notice for convenience subject to stipulations by the ND Department of Public Instruction.

The Sponsoring Organization may propose in writing to terminate this agreement for cause after a provider has been declared serious deficient in their operation of the CACFP and there has been failure by the provider to fully and permanently correct the serious deficiency. IN this event a provider will be provided a copy of the appeal procedures and the provider will have the option to request a fair hearing according to the appeal procedures prior to any determination to terminate the provider's participation for cause. The determination by the Sponsoring Organization's hearing officer shall be the final administrative determination to be afforded to the child care provider.

The Sponsoring Organization may immediately suspend a provider's participation in the CACFP if the Sponsoring Organization determines there is an imminent threat to the health or safety of participants at a child care home, or that the child care provider has engaged in activities that threaten the public health or safety. A written notice of suspension shall be issued to the child care provider along with appeal procedures whereby the provider will have the option to request a fair hearing according to the appeal procedures prior to any determination to terminate the provider's participation for cause. The determination by the Sponsoring Organization's hearing officer shall be the final administrative determination to be afforded to the child care provider.

Child Nutrition Programs of the U.S. Department of Agriculture are available to all individuals regardless of race, color, national origin, age, sex, and disability. To file a complaint of discrimination, write USDA Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, Washington D.C 20250-9410 or call 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

SIGNATURES

WE HEREBY 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. The Provider also certifies that he/she is not participating in the Child and Adult Care Food Program under any other Sponsoring Organization, that he/she has not been previously disqualified from the CACFP or, during the past seven years, been convicted of any business crimes. We understand that state agency officials may, for cause, verify information. We also understand that this information is being given in connection with the receipt of federal funds, and that deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes.

Signature of Authorized Representative of Sponsoring Organization

Date Signed

Signature of Provider

Date Signed
