

NEW JERSEY DEPARTMENT OF AGRICULTURE—DIVISION OF FOOD AND NUTRITION SERVICES

**CHILD AND ADULT CARE FOOD PROGRAM - FAMILY DAY CARE
 AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOMES
 PERMANENT AGREEMENT**

INSTRUCTIONS: Two (2) originals of this Agreement must be completed and signed by the day care home provider and returned to the sponsoring organization. The authorized representative of the sponsoring organization must sign this form, keep one and send one back to the provider. Forward a copy to the Child Nutrition office within the prescribe timeframe. Correctly completed applications, attachments, and changes must be submitted to the state agency by the 15th of each month to be approved for meal service effective the first day of the upcoming month.

This Agreement is entered into this _____ day of _____, 20____, by and between _____, of _____, (Sponsoring Organization) _____, (Sponsoring Organization Address) and _____, _____/_____/_____, of _____, (Provider's Name) _____, (Date of Birth) _____, (Provider's Address)

This Agreement specifies the rights and responsibilities of the Sponsoring Organization and the Day Care Home Provider as participants in the Child and Adult Care Food Program (CACFP) and is in accordance with CACFP regulations 7 CFR 226.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

Sponsoring Organization agrees to:

1. Train providers and conduct pre-approval inspection of day care homes before they begin participating in the Child and Adult Care Food Program.
2. Offer additional training sessions scheduled at a time and place convenient to their providers. Each sponsor must provide training annually.
3. Provide a timely response to a provider's request for technical assistance.
4. Provide Child and Adult Care Food Program recordkeeping forms to the provider, including income eligibility forms for Tier I homes.
5. Determine if each provider is a Tier I or Tier II home as defined in the Code of Federal Regulations governing CACFP. 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.
6. Maintain documentation and verify information used to classify day care homes including a) school data, b) census data, and c) income eligibility forms. The verification of the provider's income eligibility information must be done prior to approval and conducted on 100% of the provider's applications.
7. Ensure all records are retained at the sponsor level for five years after the date of submission of the final claim for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the end of the five year period as long as may be required for the resolution of the issues raised by the audit.
8. Upon the request of a tier II day care home, will collect applications and determine the eligibility of enrolled children for free or reduced price meals, maintain confidentiality of the income eligibility information for these enrolled children, and only inform Tier II providers of the number of children eligible for free or reduced price meals.
9. Disburse the full amount of food service 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 mixed rate, calculate reimbursement by applying the method of reimbursement as determined by the State Agency.
10. Charge no fee to the provider for Child and Adult Care Food Program services.
11. All meals claimed shall meet the meal requirements in the Child and Adult Care Food Program regulations.
12. Ensure meal service times are scheduled no earlier than 2 hours after the completion of the previous meal or snack; and limited to 2 hours for lunches and supper and 1 hour for other meals per session/group. Three hours shall elapse between the beginning of one meal service and the beginning of another, except that 4 hours shall elapse between the service of a lunch and supper when no supplement is served between lunch and supper.
13. Recruit the participation of only those day care homes that do not already participate in the CACFP.
14. Allow representatives (with photo identification) from the State Agency (SA), United States Department of Agriculture (USDA), the Office of the Inspector General (OIG), and other State or Federal officials to visit the Sponsoring Organization's administrative office(s) as well as the day care homes during normal hours of day care operations for the purpose of reviewing food program systems and required documents as necessary. These visits may be announced or unannounced reviews for which no prior notification may be given to the facility or institution. Therefore, if required records are not available on-site at the time of the visit, an overclaim will be assessed to our sponsorship for any meals for which proper documentation is not available. All records must be retained for a period of 5 years after the date of the final month of operation.
15. Suspend participation due to the health and safety of the children in the day care home provider's care.
16. Initiate action to terminate the agreement of a day care home provider for cause if the sponsoring organization determines that the day care home provider has committed a serious deficiency that violates the integrity or performance of the day care program. The sponsoring organization must place the terminated day care home provider on the CACFP National Disqualified List because of these serious deficiencies.
17. The sponsoring organization or the day care home provider may terminate this agreement between the Sponsoring Organization and the Day Care Home Provider for convenience.
18. The sponsoring organization shall, upon the request of a tier II day care home, collect applications and determine the eligibility of enrolled children for free or reduced price meals."

RIGHTS AND RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER

The Day Care Home Provider agrees to:

1. Have a current state license, registration, local approval, military certification, or extension letter.
2. Maintain the following daily records:
 - 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 by meal type.
 - c) The number of enrolled children in attendance by name each day, and
 - d) In Tier II mixed rate homes using actual count, the number and types of meals served to each enrolled child by name.
3. Ensure copies of these records are maintained onsite for five years after the date of submission of the final claim for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the end of the five year period as long as may be required for the resolution of the issues raised by the audit.
4. Claim meals for the provider's own children only if such children are eligible for free and reduced priced meals, they are enrolled for day care, and other nonresidential children are present for care at the time of the meal service being claimed.
5. Claim only one meal per child at each meal service. Meals must be served at no separate charge.
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. Ensure meal service times are scheduled no earlier than 2 hours after the completion of the previous meal or snack; and limited to 2 hours for lunches and supper and 1 hour for other meals per session/group. Three hours shall elapse between the beginning of one meal service and the beginning of another, except that 4 hours shall elapse between the service of a lunch and supper when no supplement is served between lunch and supper.
8. The provider must attend training sessions as required by the sponsoring organization.
9. Acknowledges the right of the Sponsoring Organization, the State Agency (SA), United States Department of Agriculture (USDA), the Office of the Inspector General (OIG), and other State or Federal officials to visit the day care homes during normal hours of child care operations for the purpose of reviewing the food program meal service and the required documents as necessary. These visits may be announced or unannounced reviews for which no prior notification may be given to the facility or institution. Therefore, if required records are not available on-site at the time of the visit, an overclaim will be assessed for any meals for which proper documentation is not available. All records must be retained for a period of 5 years after the date of the final month of operation.
10. The provider must inform the sponsoring organization, without delay, 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 or approval status.
11. The provider must submit the meal count and menu records to the sponsoring organization by the due date established by the sponsoring organization. Failure to do so may result in loss of payments for that month or a delay in payment.
12. The provider must serve meals that meet the Child and Adult Care Food Program 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.
13. Notify the sponsoring organization in advance whenever they are planning to be out of their home during mealtime. The provider understands that if this procedure is not followed, 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.
14. Request a transfer between approved sponsoring organizations no more frequently than once in any calendar year.
15. The day care home provider's opportunity to request an appeal if the sponsoring organization issues a notice of proposed termination of the day care home's Program agreement, or if the sponsoring organization suspends participation due to health and safety concerns.
16. If so instructed by the sponsoring organization, the day care home provider's responsibility to distribute to parents a copy of the sponsoring organization's notice to parents (also known as the "Building for the Future" flyer).
17. Withdraw this agreement when changing residences and notify the sponsor of such moves.
18. The provider or the sponsoring organization may end this agreement to participate in the Child and Adult Care Food Program for convenience.

We certify that all of the above information is true and correct to the best of our knowledge and that we will comply with the rights and responsibilities as outlined in this Agreement. We further certify that the provider is not participating in the CACFP under any other sponsoring organization and has not been previously terminated from CACFP participation for cause in New Jersey or any other state. We understand that this information is being given in connection with the receipt of federal funds that the Department and Sponsoring Organization Officials may, for cause, verify; and we are subject to prosecution under applicable State and Federal criminal statutes for deliberate misrepresentation. We further understand that if the day care home is determined as Serious Deficiency and terminated from CACFP, the Provider will automatically result in placement on the National Disqualified List, and therefore, unable to participate in any Federal Programs. We further certify that this program is made available to all eligible children in accordance with Federal law and U.S. Department of Agriculture policy.

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, audiotape, 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, (AD-3027) found online at: 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.

(Representative of Sponsoring Organization Signature)

(Date)

(Provider's Signature)

(Date)