

Child and Adult Care Food Program

AGREEMENT BETWEEN SPONSORING ORGANIZATION AND HOME CHILD CARE PROVIDER

Section A – Agreement

This agreement is entered into this _____ day of _____ 20__ by and between _____ and _____

Sponsoring Organization

Home Child Care Provider

This agreement specifies the rights and responsibilities of the Sponsoring Organization and the Home Child Care Provider as participants in the State of New Mexico Children, Youth and Families Department, Child and Adult Care Food Program. In accordance with Federal law & US Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability and reprisal or retaliation for prior civil rights activity. To file a complaint of discrimination write USDA, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Ave. SW, Washington D.C. 20250-9410 or call (202) 720-5964. USDA is an equal opportunity provider and employer.

SECTION B - RIGHTS AND RESPONSIBILITIES: SPONSORING ORGANIZATION

1. The sponsoring organization agrees in accordance with CACFP regulations to:
 - a. Train providers before program participation begins in the program so they are knowledgeable about the rules and regulations of the program and completion of the required recordkeeping forms
 - b. Offer providers additional training sessions at least once a year, scheduled at a time and place convenient to the provider.
 - c. Respond to provider's request for assistance
 - d. Furnish CACFP record keeping forms to provider at no charge
 - e. Give providers the opportunity to challenge or appeal adverse decisions made by the Sponsoring Organization.
 - f. Inform Tier II providers of their reimbursement options and if applicable ensure confidentiality of children's identification.
 - g. Assure SA that all meals claimed and reimbursed meet program requirements. Sponsor distributes reimbursement within 5 days of receipt of funds from State of New Mexico – CYFD – FNB-CACFP. The sponsor has no obligation to the provider if Federal funds are not available.
2. The Sponsoring Organization has the right to visit home providers to review meal service and program records during normal hours of operation. The sponsor will visit an active provider's home at least four times per year and visits may be unannounced.
3. The sponsor may terminate this Agreement to participate in the CACFP for cause or convenience.

SECTION C- RIGHTS AND RESPONSIBILITIES: DAY CARE HOME PROVIDER

The Childcare Provider agrees in accordance with CACFP regulations to:

- a. Attend training prior to participation in the CACFP
- b. Serve meals which meet the CACFP requirements for the ages of the children being served. The provider will receive reimbursement for meals served to children who are not past the end of the month in which they turn 13 years of age. The eligibility of older migrant or disabled persons enrolled for care is established by the Sponsoring Organization. A maximum of 1 meal per child at each meal service may be claimed.
- c. Keep daily records of:
 - 1.) The menu items served to children at each meal, each day
 - 2.) The name of each enrolled child who is present and claimed for each meal each day.
- d. Attend, annually at least the minimum number of training hours required by approval type (Usually 6) including two (2) hours of CACFP specific training on regulations and requirements.
- e. Choose to receive Tier II reimbursement rates for all non-residents or mixed rates (based on categorical or income eligibility of the child's household) if Tier II eligible.
- f. Inform Sponsoring Organization immediately of any change in:
 - 1.) Approved capacity
 - 2.) Approval type (CYFD license, Registration, Tribal approval or Military approval)
 - 3.) Place of residence or location of childcare
 - 4.) Household income (if more than \$600/year)
 - 5.) Legal Name
 - 6.) Number of resident children, including foster
 - 7.) Days that care will be provided in a week
 - 8.) Telephone number or telephone working status
 - 9.) Hours of operation, and specified meal times
- g. Make attendance and menu records available to the Sponsoring organization as required or requested (usually the last day of the month claimed or the first day of the following month). At least one day's worth of menus must be submitted in order to be reimbursed. No claims will be accepted for reimbursement after thirty days from the last day of the month for which reimbursement is being claimed.
- h. Claim reimbursement for meals served to the provider's own enrolled children only if income eligible and only when there is at least one (1) enrolled nonresident child present and being claimed at the same meal service.
- i. Allow representatives from the Sponsoring Organization, the Children, Youth and Families Dept and USDA personnel to come into their home during normal hours of operation without prior notification for the purpose of reviewing the Child and Adult Care Food Program operations and records.
- j. Serve meals to all enrolled children regardless of race, color, national origin, sex, age, disability or reprisal or retaliation for prior civil rights activity.
- k. The provider may terminate this Agreement to participate in the Child and Adult Care Food Program for cause or convenience.
- l. Abide by the civil rights assurance provisions (Section E) attached.

SECTION D – CERTIFICATION

I certify that this Agreement has been read and explained to me by the Sponsor Representative identified on this form. I also certify that I am not participating in the Child and Adult Care Food Program with any other sponsoring organization. I understand that reimbursement for meals claimed is given in connection with Federal funds and any deliberate misrepresentation will subject me to prosecution under applicable State and Federal criminal statutes. I certify that I will comply with the rights and responsibilities outlined in this Agreement.

On behalf of the sponsoring Organization, I certify that I have read and explained this Agreement to the Home child care provider identified on this form. As a representative of the Sponsoring Organization, I acknowledge that the Sponsor understands and agrees to comply with the rights and responsibilities outlined in this Agreement.

Signature of Home Child Care Provider

Date

Signature of Sponsor Representative

Date

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Part 2
Section E – Civil Rights Assurance Statement

_____ Home Child Care Provider; HEREBY AGREES to comply with the Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by the Regulations of the Department of Agriculture (7 CFR Part 15). DOJ (28 CFR Parts 42 & 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 applicant received 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 nominal consideration or at consideration which 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 any other contract which 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 of the representations and agreements made in this assurance.

BY ACCEPTING THIS ASSURANCE the provider agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws & permit authorized Sponsor, NM-CYFD & USDA personnel during normal hours of operation to review all such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws & 7CFR 226; If there are any violations of this assurance the USDA/FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees and assignees as long as it received assistance or retains possession of any assistance from the department. The person or persons below are authorized to sign this assurance on behalf of the applicant. The home child care provider further agrees to comply with all Federal Regulations pertaining to the program including 7 CFR 226.8 which addresses Super-circular 2CFR 200 Subpart F- Audit Requirements.

Signature of Home Child Care Provider

Date

Signature of Sponsor Representative

Date