**WEST VIRGINIA DEPARTMENT OF EDUCATION**

 **CHILD AND ADULT CARE FOOD PROGRAM**

 **AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOME**

**INSTRUCTIONS:** This agreement must be filled out and signed by the day care home provider and returned to the sponsoring organization. A representative of the sponsoring organization must also sign the form, keep one; send one back to the provider.

This agreement is entered into this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ by and between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and (Sponsoring Organization) (Sponsoring Organization’s Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and (Provider’s Name) (Provider’s Address)

It 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) administered through the West Virginia Department of Education (WVDE).

**Rights and Responsibilities of the Sponsoring Organization**

In accordance with CACFP regulations, the sponsoring organization agrees to:

1. Train the provider before she/he begins participating in the CACFP.
2. Respond to the provider’s request for technical assistance and provide annual training.
3. Provide CACFP record-keeping forms to the provider.
4. Pay the provider the remainder of the food service rate (if the sponsoring organization elects to distribute advance payments to the provider) or any reimbursement for each meal served to enrolled children (not over 12 years of age) within 5 working days after the sponsoring organization has received payment from WVDE.
5. Charge no fee to the provider for CACFP services.
6. Maintain documentation of all children enrolled in the CACFP in the day care home.
7. Assure that all meals claimed for reimbursement are served to enrolled children without regard to race, color, national origin, gender, age or disability and that all meals and snacks claimed meet the meal pattern requirements.
8. Retain the right to visit the day care home (announced or unannounced) to review its meal service and meal records during the hours of child care operations.

 9. Inform providers of their options for reimbursement under the Two-Tier reimbursement structure that became effective July 1, 1997.

10. Collect applications and determine the income eligibility of enrolled children, and/or identify categorically eligible children, upon the request of a Tier II day care home.

11. Inform providers of the number of children enrolled for care that are eligible, but will not inform Tier II day care home providers of the eligibility status of children enrolled for care. Type of home at date of signing:

 □ **Tier I** - School □ **Tier I** - Census □ **Tier I** - Application

 □ **Tier II** – select an option below (check one):

 Option 1: \_\_\_ Sponsors will not collect income eligibility data on enrolled children.

 Option 2: \_\_\_ Sponsor will collect income eligibility data on all enrolled children.

 Option 3: \_\_\_ Sponsor will collect income eligibility data only on those enrolled children participating in a Federal or State funded program.

12. Terminate this agreement for cause (through serious deficiency process) or convenience.**Rights and Responsibilities of the Day Care Provider**

In accordance with CACFP regulations, the provider agrees to:

1. Receive training in the CACFP as required by the sponsoring organization.

2. Serve meals and snacks, which meet CACFP requirements in both components (types) of food served and amounts of food served. Approval for all meal types has been authorized subject to the meal limitation provision.

3. Serve meals and snacks to enrolled children at no separate charge.

4. Keep the following records for 3 years, plus the current year:

 - Menus for meals and snacks served to enrolled day care children.

 - The number of meals and snacks served to children at each meal service.

 - The number of children who are in attendance.

 - Enrollment records for each child in care.

5. Make meal count and menu records and any new enrollment forms available to the sponsoring organization by the \_\_\_\_\_\_ day of each month. Failure to do so may result in loss of payment for that month. (Sponsor should fill in day.)

6. Claim meals for the provider’s own child/children only if such child/children are eligible for free or reduced price meals and enrolled for day care. The provider must provide family size and income data on her/his child/children or the sponsoring organization.

7. Claim meals and snacks served to enrolled children (not over 12 years of age) living in the provider’s home only if enrolled children (not over 12 years of age) who live outside the provider’s home are also served that meal or snack. No second servings may be claimed.

8. Claim reimbursement for no more than two meals and one snack per day per enrolled child. The provider may not claim reimbursement for meals and snacks served to non-enrolled children or for meals and snacks served at any one time to children in excess of the home’s authorized capacity.

9. Allow representatives from the sponsoring organization, WVDE and USDA to visit the home to review CACFP operations. Visits may be announced or unannounced. Unannounced visits may be made at any time during the facility’s normal hours of operation. Notify the sponsoring organization without delay of any changes in day care enrollment and of any changes in the home’s WV Department of Health and Human Resources registration or approval status.

1. Notify the sponsoring organization in advance whenever the provider plans to be out of their home during the meal service period. 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 and written corrective action will be required.
2. Assume full responsibility for any tax liability, which may result in the event that a portion of the food service rate is designated by the Internal Revenue Service as taxable income.
3. Serve meals and snacks to all enrolled children without regard to race, color, national origin, gender, age or disability.
4. Limit transfer between sponsoring organizations to once per year except with State Agency approval.
5. Request an administrative review if a sponsoring organization issues a notice of proposed termination of the day care home’s Program agreement, or if a sponsoring organization suspends participation due to health and safety concerns.
6. Terminate this agreement for convenience.

Failure to comply with the above responsibilities could result in requirement of funds repayment and/or case closure.

**To Be Completed By Provider and Sponsoring Organization**

We 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. We understand that either party may terminate this agreement to participate in the CACFP for cause or convenience.

Signature of Provider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ D.O.B.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Sponsoring Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(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 .

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