

**CHILD AND ADULT CARE FOOD PROGRAM (CACFP)  
STANDARD AGREEMENT BETWEEN SPONSORING ORGANIZATION  
AND CHILD CARE HOME PROVIDERS  
PART ONE**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_ (year), by and between \_\_\_\_\_ (Name of Sponsoring Organization) and \_\_\_\_\_ (Name of Provider) at \_\_\_\_\_ (Provider Address).

This agreement specifies the rights and responsibilities of the sponsoring organization and the provider as participants in the CACFP administered by the Nebraska Department of Education.

**Section 1. RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION**

1. In accordance with CACFP regulations, the sponsoring organization agrees to:
  - a. Train providers in CACFP program requirements before they begin participating in the CACFP.
  - b. Offer additional training sessions scheduled at times and places convenient to providers.
  - c. Respond to a provider's request for technical assistance.
  - d. Provide CACFP record keeping forms to the provider.
  - e. Distribute reimbursement checks to providers within five days of receiving payment from the Nebraska Department of Education.
  - f. Not charge a fee to the provider for CACFP services.
  - g. 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 226.20).
  - h. Reimburse providers for the appropriate number of meals claimed multiplied by the current reimbursement rate set by the U.S. Department of Agriculture.
2. The sponsoring organization or the provider may terminate this agreement to participate in the CACFP for cause or convenience, with notification to the Nebraska Department of Education.
3. The sponsoring organization will determine and monitor Tier I or Tier II or mixed status for each child care home by school boundaries, census data, and/or income eligibility.
4. The sponsoring organization will maintain family size and income data on the provider's own children who are enrolled for care for whom reimbursed meals are claimed.
5. The sponsoring organization, the Nebraska Department of Education, the U.S. Department of Agriculture and other State and Federal officials have the right to visit child care homes to review their meal service and the meal records during their hours of child care operations. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of those entities. If representatives of any of the entities discover through an in-home visit that the provider's meal count and/or menu records are not current with 24 clock hours of the time of the visit, meals not properly recorded will be disallowed. Such disallowances will also be made if a substitute caregiver or assistant is not able to provide records during an in-home visit.
6. The sponsoring organization will review (visit the site of operation) each child 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. At least two reviews per year will be unannounced. At least one unannounced review must include the observation of a meal service. Additional reviews may be made as deemed necessary. If, in a review of a home (facility), a sponsoring organization detects one or more serious deficiency, the next review of that facility must be unannounced.

7. The sponsoring organization will maintain current enrollment records on all enrolled children.
8. This agreement is effective only when the provider is properly licensed or license exempt.

## **Section 2. RIGHTS AND RESPONSIBILITIES OF THE CHILD CARE HOME PROVIDER**

1. The provider must have current federal, state or local licensing or license exemption to provide child care services to children.
2. The provider is required to keep daily records of:
  - a. Menus that document the food served to the enrolled children at each meal service,
  - b. The number of meals served to children at each meal service,
  - c. The names of enrolled children who are present each day,
  - d. The number of children in attendance each day, and
  - e. The names of children claimed for reimbursement at each meal.
3. The provider may claim meals served to enrolled children (or foster children) living in the provider's home only if enrolled children who live outside the provider's home are also served that meal. The provider must provide family size and income data on his/her own children to the sponsoring organization if they are to be claimed.
4. Training opportunities will be offered regularly by the sponsoring organization. The provider is [encouraged] [required] to complete a minimum of two (2) training hours of nutrition education per year.
5. The provider must allow representatives from the sponsoring organization, the Nebraska Department of Education, the U.S. Department of Agriculture and other State or Federal officials to come into the provider's home, during the regular hours of operation, for the purpose of reviewing the CACFP operations. This may be done several times a year. Reviews may be announced or unannounced.
6. The provider must promptly notify 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 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.
8. Meals may be claimed for the provider's own children if the provider's income is within the income eligibility guidelines issued by the U.S. Department of Agriculture and the provider completes an income eligibility form. Foster children residing with the provider may be claimed if a separate Income Eligibility Form is completed.
9. Meals may be reimbursed at the higher Tier I rates if the provider lives or provides care in a Tier I area or lives or provides care in a Tier II area and has proven income eligibility. It is the responsibility of the provider to inform the sponsoring organization of any change in status due to income or location.
10. 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. The provider may not claim more than three meals per child per day, and of the three, one must be a snack.
11. The provider will not receive reimbursement for meals served to children who are 13 years of age or older. The eligibility of migrant children 15 years of age or younger and persons with mental or physical handicaps, as defined by the State, enrolled in an institution or a child care facility serving a majority of persons 18 years of age and under, will be determined by the sponsoring organization.

12. The provider will not receive reimbursement for meals served in excess of authorized capacity.
13. The provider or the sponsoring organization may end this agreement to participate in the CACFP for cause or convenience.
14. Only one meal per child may be claimed at each meal service.
15. The provider must serve meals to all enrolled children without regard to race, color, national origin, sex, disability or age.
16. The provider agrees that no separate charge for food service is imposed on families of children enrolled in participating family day care homes.
17. It is the responsibility of the provider to sign an agreement with only one sponsor. If a new provider inadvertently signs an agreement with more than one sponsor, the sponsor that receives the provider's initial claim shall hold the valid agreement.
18. 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, and
  - d. be placed on the National disqualified list and remain on the list until such time as the State agency determines that the serious deficiency(ies) that led to its placement on the list has(ve) been corrected, or until seven years have elapsed since its agreement was terminated for cause. However, if the day care home has failed to repay debts owed under the Program, it will remain on the list until the debt has been repaid.
19. The provider may transfer from one sponsor to another sponsor during the anniversary month of the provider's current signed agreement. This transfer must occur before the end of the anniversary month and must include the initiation of a letter of transmittal.
20. The provider assumes full administrative and financial responsibility for the operation of the CACFP in the child care home.
21. If the participating provider is not available and there is a substitute provider taking his/her place in the child care home and the substitute provider is caring for children enrolled in the child care food program, then the substitute provider must be informed by the participating provider about the child care food program requirements, including the importance of record keeping and where the menu records with meal counts are located.
22. The provider must notify the sponsoring organization in advance when they will be away from the day care home during any portion of the meal service time approved in their agreement. Notification may be by submitting a schedule in advance, by telephone, email, FAX or other method determined by the sponsoring organization. If an unannounced visit is made by the sponsoring organization, the Nebraska Department of Education, the U.S. Department of Agriculture and other State or Federal officials and this procedure has not been followed, meals that could have been served during the period of the unannounced review may be disallowed.

### **Section 3. SERIOUS DEFICIENCIES, TERMINATION AND THE NATIONAL DISQUALIFIED LIST**

The provider agrees to comply with 7 CFR 226, Regulations for the Child and Adult Care Food Program. Failure to comply may result in the provider being declared seriously deficient. Failure to correct serious deficiencies will result in termination and placement on the National disqualified list. If the day care home seeks to voluntarily terminate its agreement after receiving the notice of intent to terminate, the day care home will still be placed on the national disqualified list. Once included on the National disqualified list, a

day care home will remain on the list until such time as the State agency determines that the serious deficiency(ies) that led to its placement on the list has(ve) been corrected, or until seven years have elapsed since its agreement was terminated for cause. However, if the day care home has failed to repay debts owed under the Program, it will remain on the list until the debt has been repaid.

The sponsoring organization must initiate action to terminate the agreement of a day care home for cause if the sponsoring organization determines the day care home has committed one or more serious deficiencies. Serious deficiencies of day care homes are:

- a) submission of false information on the application;
- b) submission of false claims for reimbursement;
- c) simultaneous participation under more than one sponsoring organization;
- d) non-compliance with the Program meal pattern
- e) failure to keep required records;
- f) conduct or conditions that threaten the health or safety of a child(ren) in care, or the public health or safety;
- g) a determination that the day care home has been convicted of any activity that occurred during the past seven years and that indicated a lack of business integrity. A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State agency, or the concealment of such a conviction; or
- h) any other circumstance related to non-performance under this agreement.

Program payments. The sponsoring organization must continue to pay any claims for reimbursement for eligible meals served until the serious deficiency(ies) is corrected or the day care home's agreement is terminated, including the period of any administrative review.

Suspension of participation for day care homes. If state or local health or licensing officials have cited a day care home for serious health or safety violations, the sponsoring organization must immediately suspend the home's CACFP participation prior to any formal action to revoke the home's licensure or license exemption. A sponsoring organization is prohibited from making any program payments to a day care home that has been suspended until any administrative review of the proposed termination is completed. If the suspended day care home prevails in the administrative review of the proposed termination, the sponsoring organization must reimburse the day care home for eligible meals served during the suspension period.

#### **Section 4. 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, whether received directly or indirectly from the Nebraska Department of Education or the U.S. Department of Agriculture or whoever received, conceals, retains such funds, assets, or property to his/her 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, shall be fined not more than \$1,000 or imprisoned for not more than one year, or both.

#### **Section 5. CERTIFICATION**

By signing below, the provider certifies that to the best of her/his knowledge, this home is not participating in the CACFP under any other sponsoring organization and that all information provided is true and correct to the best of her/his knowledge.

By signing below, the provider agrees to abide by all terms and conditions as set forth in Part One and Part Two of this agreement, 7 CFR 226 – Federal Regulations governing the Child and Adult Care Food Program and all other requirements of the sponsoring organization as outlined in provider handbooks and

