



SPONSOR/PROVIDER AGREEMENT

CHILD AND ADULT CARE FOOD PROGRAM

This agreement is for the operation of the Child and Adult Care Food Program to enrolled children according to Federal regulation 7 CFR 226.

The term "Provider" throughout this agreement refers to the person who conducts meal services for children, who administers the requirements of the Child and Adult Care Food Program, and who receives federal funds in reimbursement for meals served and claimed under the Program.

The term "Sponsor" throughout this agreement references the Sponsor with whom this agreement is made.

SECTION I: Provider Information

Provider's Name _____ Date of Birth _____ PS Number _____

Address _____

Mailing Address (if different): _____

Will the Provider be claiming Provider's own children? Yes ___ No ___ NA ___

Any changes in Provider Information require a *Change in Information* Form. **Provider Initials** _____

SECTION II: Business Information

Facility license: PV Number: _____ Expiration date: _____

Business Name: _____ Email: _____

Address: _____ Telephone: _____

Mailing Address (if different): _____

Days of operation (circle): Sun. Mon. Tues. Wed. Thurs. Fri. Sat. Business hours: ___am ___pm

Meals	Meals Served	Meals Claimed	Meal Start Time	2 nd Meal Shift
Breakfast	<input type="checkbox"/>	<input type="checkbox"/>	am/pm	am/pm
AM Snack	<input type="checkbox"/>	<input type="checkbox"/>	am/pm	am/pm
Lunch	<input type="checkbox"/>	<input type="checkbox"/>	am/pm	am/pm
PM Snack	<input type="checkbox"/>	<input type="checkbox"/>	am/pm	am/pm
Supper	<input type="checkbox"/>	<input type="checkbox"/>	am/pm	am/pm
Evening Snack	<input type="checkbox"/>	<input type="checkbox"/>	am/pm	am/pm

Any changes in Business Information require a *Change in Information* Form. **Provider Initials** _____

SECTION III: Rights and Responsibilities of Sponsor

The Sponsor will:

1. Obtain and keep updated copies of current facility license;
2. Train new Providers on CACFP requirements before new Providers begin CACFP participation;
3. Offer training sessions to meet Providers minimum annual 4 hour CACFP training requirement;
4. Respond to Provider's needs and requests for technical assistance regarding compliance with CACFP requirements as stated in 7 CFR 226 and MT state administrative rules and policies;
5. Furnish standard record keeping forms and instructions to Provider necessary to perform their duties in Section III of this agreement;
6. Determine Provider's tier status based on completed Provider applications for free and reduced price reimbursement (IEF's), and notify the Provider of their tier status. At the request of Provider supply IEF's to Provider for distribution to parents of enrolled children attending Tier II day care homes, and determine Tier I or Tier II status of enrolled children based on completed parent IEF's;
7. Keep income information confidential, assure it is not disclosed to Provider, and limit use of this information to necessary administrative personnel of Sponsor;
8. Reimburse Provider for all valid claims for meals served to enrolled children at the current reimbursement rate specified by the USDA and in accordance with 7 CFR 226.16(g);
9. Distribute payment to Provider within 5 days of receiving payment from the state agency; [7 CFR 226.16(g);
10. Not charge a fee to Provider for CACFP services;
11. Assure that all meals claimed by Provider for reimbursement are served to enrolled children without regard to race, color, national origin, sex, age or disability and that all meals claimed meet the meal requirements of 7 CFR 226.20 by including the non-discrimination/Civil Rights topic as part of the annual training;
12. Annually supply the written procedure to request an Administrative Review (appeal) to Provider;
13. Notify Provider of any new CACFP requirements upon receipt from the State agency;
14. Conduct parent surveys, contacting parents at the Sponsor's discretion, to assure CACFP compliance; and
15. Perform a minimum of 3 monitoring visits of Provider each federal fiscal year (10/1 – 9/30) to assure CACFP compliance and provide technical assistance as needed.

SECTION IV: Rights and Responsibilities of Provider

Provider agrees to:

1. Be present and operate the CACFP program except in emergencies, vacation, sick leave, overtime, or other temporary circumstances.
2. Daily attendance records of the children for whom care is provided must be kept. These records must include the child's **FULL** name and be initialed or signed by parents/guardians [**including the provider's own children**] for each occurrence of in/out time on a daily basis. Failure to maintain daily attendance records may be cause for meal disallowances;
3. Keep daily records of meal service and meal participants including: **A.** menus for all claimed meals, including foods served to enrolled children at each meal each day; **B.** the number of each meal, by type (Breakfast, Lunch, Supper, Snack) served to enrolled children at each meal service; **C.** the number of enrolled children in care each day; and **D.** the names of enrolled children in care each day;
4. Post a minimum of one week's menus in an area visible to parents, and serve meals which meet the requirements of 7 CFR 226.20; **A.** for the ages of children being served; **B.** for the types of meals approved in Section I; and **C.** at the time of meal service as stated in Section I;
5. Keep all required records on-site and available for review for three federal fiscal years plus the current federal fiscal year.
6. Serve meals at no separate charge to all enrolled children without regard to race, color, national origin, sex, age or disability and include the non-discrimination statement on parent information per annual training stipulations [see statement later in this Agreement];
7. Not charge for meals on any day for children: **A.** not enrolled for participation in the CACFP; **B.** not attending that particular day; **C.** in excess of authorized capacity; or **D.** in excess of meal limits of two snacks and one meal or two meals and one snack per day per child;
8. If applicable, claim meals served to "Provider's Own" children only when: **A.** eligible for Tier I based on income documentation and a completed IEF submitted and approved by Sponsor; **B.** such children are enrolled and participating in the CACFP during the time of the meal service; and **C.** enrolled nonresidential children are present and participating in the CACFP meal service;
9. Attend annual training offered by Sponsor to meet the CACFP training requirement of 4 hours that includes a minimum of 2 hours CACFP regulatory training and 2 hours of nutrition training;
10. Allow representatives of Sponsoring Organization, the State agency, and other state and Federal officials to make announced or unannounced reviews of facility during its normal business hours of child care operations and to have access to their CACFP meal service and records. Provider understands that review personnel must show photo identification verifying employment with one of the above entities at the time of the review;
11. Provide documentation of income to Sponsor for use in determining Tier 1 status based on income;
12. Notify Sponsor of Provider's choice in determining Tier 2 reimbursement by: **A.** accepting Tier II

rates of reimbursement for all children; or **B.** supplying IEF's to all households for Tier I & II determination by the Sponsor; and **C.** having categorical eligibility documentation from categorically eligible households and/or participants provided to Sponsor;

13. **Be approved to serve the meals listed in Section II starting on _____.**
DATE
14. **Submit claims for reimbursement to Sponsor by the _____ day, or _____ working day of each month.** Provider understands that failure to submit claims by the due date may cause a delay in payment to Provider;
15. Notify Sponsor whenever the children will be away from the facility during the regularly scheduled meal service;
16. Inform Sponsor of any change in the number of children enrolled for care;
17. Have a working thermometer in the refrigerator and freezer keeping food in the food safe zone, and store foods in a safe manner;
18. Complete any/all Corrective Action Plan (CAP) with an existing Sponsor before switching to a different Sponsor;
19. Not be allowed to switch Sponsors more than one time in any 12-month period;
20. Understand that a Provider quitting operations while in seriously deficient status in their operation of the CACFP will be included on the National CACFP Disqualified list; and
21. Understand that on-site CACFP annual training will not be available to Providers.

SECTION V: Serious Deficiencies and Termination

The following CACFP Violations are reasons to be declared seriously deficient in the operation of the CACFP and may be "cause" for termination of this agreement. This list of serious deficiencies is not all inclusive.

1. Submission of false information on the application;
2. Submission of false claims for reimbursement, including claiming of reimbursement for meals not served to participants, or claiming for meals served over licensed capacity;
3. Simultaneous participation under more than one sponsoring organization;
4. Serving meals that do not meet the CACFP meal pattern;
5. Failure to attend annual required CACFP training;
6. Failure to keep required records on site;
7. Failure to comply with licensing/registration standards;

8. Failure to comply with civil rights rules and regulations;
9. Conduct or conditions that threaten the health or safety of a child(ren) in care, or engaging in activities that threaten the public health or safety;
10. Failure to notify Sponsor of, or to disclose a conviction for any activity that occurred during the past seven years that indicated a lack of business integrity.

Sponsors identifying issues of non-compliance with Provider's operation of the CACFP, will:

1. Document all non-compliances in writing to Provider, and supply a corrective action plan;
2. Report non-compliance with licensing standards to the local licensing agency;
3. Investigate all complaints alleging non-compliance with CACFP requirements by conducting on-site reviews, and at Sponsor's discretion, conduct parent surveys, contacting parents in written format or telephonically, and maintain thorough documentation of the results and of all follow-up activities;
4. Advise Provider in writing that they will be monitored to assure continued compliance;
5. Provide technical assistance in the area of non-compliance to prevent re-occurrence and maintain documentation;
6. Issue a Corrective Action Plan (CAP) or a notice of serious deficiency depending on the seriousness of violations and regularly repeated findings. Provide a CAP to Provider, notifying Provider of the steps to be taken to obtain and assure all CACFP deficiencies are fully and permanently corrected, allowing a maximum of 30 days for completion. When determined to be seriously deficient, provide written notice to Provider, listing all serious deficiencies and notify Provider that failure to complete a satisfactory CAP will result in the issuance of an "Intent to Terminate" Provider's agreement for CACFP participation;
7. Request repayment of Provider overclaims, and notify Provider that failure to complete an initial CAP within the specified time frame will result in a declaration of serious deficiency;
8. Define the problem in detail in the letter and CAP, allowing a period for corrective action, and provide technical assistance maintaining thorough documentation during the corrective action period; and
9. Forward copies of the letter of serious deficiency and "Notice of Intent to Terminate" to the state agency for inclusion on the State and National CACFP Disqualified Lists.

Procedures to be followed by Sponsor when issuing a notice of "Intent to Terminate":

1. The notice of "Intent to Terminate" will specify the date of termination, inform Provider's right to an Administrative Review (appeal), and include the information form "Administrative Reviews (Appeals) for Day Care Homes".
2. Sponsor will forward copies of the "Intent to Terminate" notice to the State agency.

3. During the Administrative Review (Appeal), reimbursement for all valid portions of the claim will continue to be paid through the termination date stated in the notice of "Intent to Terminate", unless Provider declines to receive payment.
4. When Provider is suspended based on imminent danger to the health or welfare of participants or activities that threaten the health and safety of the general public, CACFP reimbursement is not paid.
5. A Sponsor may terminate this agreement at least 30-days in advance for convenience by sending a written notice to the other party. "Termination for Convenience" cannot be appealed.
6. A Provider may terminate this agreement for convenience at any time, for any reason, by giving notice to the Sponsor.

SECTION VI: Civil Rights

JUSTICE FOR ALL

Non-discrimination statement:

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 (including gender identity and sexual orientation), disability, age, and reprisal or retaliation for prior civil rights activity.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue,
Washington, D.C. 20250-9410; or

fax:
(833) 256-1665 or (202) 690-7442; or

email:
program.intake@usda.gov

This institution is an equal opportunity provider.

SECTION VII: Certifications

Provider must initial each certification below:

1. Provider understands that as the person signing the Sponsor/Provider agreement, they are the person on-site during the majority of meal services and is responsible for administering the requirements of the CACFP.
Provider Initials _____

2. Provider understands that failure to notify the Sponsor when the children will be off-site during a CACFP meal visit may result in meal disallowance for those meals and that continued failure to notify the Sponsor is cause for the determination of serious deficiency.
Provider Initials _____

3. Provider attests that they are not and have not been on corrective action with a Sponsor or been subject to a negative licensing action during the last 30 days.
Provider Initials _____

4. Provider has not been convicted of any activity that occurred during the past seven years 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 as such. Provider has not been declared ineligible to participate in any other federally funded program for violating that programs requirements. The facility itself, and the facility's principals, are not currently on the CACFP National Disqualified List.
Provider Initials _____

5. Provider understands that providing false information on the application may cause the application for participation to be denied and is cause for a determination of serious deficiency.
Provider Initials _____

6. Provider has chosen to enroll with this sponsoring organization for participation in CACFP. Provider is aware that other sponsoring organizations also exist and are available to enroll day care homes for participation in CACFP. Provider understands that they may change sponsors if they wish, but that all adverse actions by the state agency against the provider must be resolved prior to changing sponsors and the history of these actions will be communicated to any future sponsor.
Provider Initials _____

SECTION VII: Addendums

Provider must initial each addendum below:

Addendum A: Corrective Action Plans

“Issue a Corrective Action Plan (CAP) or a Notice of Serious Deficiency depending on the seriousness of violations and regularly repeated findings. Provide a CAP to Provider, notifying Provider of the steps to be taken to obtain and assure all CACFP deficiencies are fully and permanently corrected, allowing a maximum of 30 days for completion...” [7 CFR 226.16(l)(3)(C)]

Provider Initials _____

Addendum B: Notice to Change Sponsoring Organization

If providers are deemed Seriously Deficient, they cannot give notice to change their Sponsoring Organization until 30 days after their Seriously Deficient status has been removed.

Provider Initials _____

Addendum C: Attendance Records

Daily attendance records of the children for whom care is provided must be kept. These records must include the child’s **FULL** name and be initialed or signed by parents/guardians [**including the provider’s own children**] for each occurrence of in/out time on a daily basis. Failure to maintain daily attendance records may be cause for meal disallowances;”

Provider Initials _____

Addendum D: Records Maintenance

Providers must maintain and have on hand for immediate review all records that support their CACFP program activities for the current month and the previous twelve months of operation. Records include each child’s enrollment, attendance (sign in/out records) and menus for meals served. This includes each child’s original enrollment form and all renewal enrollment forms. These records must be maintained at the provider’s facility and with the sponsoring organization. Failure to maintain the records listed above is grounds for the denial of reimbursement.

Provider Initials _____

SECTION VIII: Signatures

I certify that all information provided in this agreement is true and correct. I understand that this information is being given in connection with the receipt of federal funds, and that deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes.

This Agreement is entered into between _____
Sponsoring Organization Name
and _____
Provider’s Name

This agreement specifies some of the specific rights and responsibilities of Sponsor and Provider as participants in the United States Department of Agriculture (USDA), Montana Child & Adult Care Food Program (CACFP). Additional requirements are stated in the federal regulation 7 CFR 226, Montana CACFP Administrative Rules, federal and state policies, and guidance.

I understand and accept the terms of this Agreement.

Provider’s Signature

Date

Signature of Sponsor’s Authorized Representative

Date