

PERMANENT AGREEMENT BETWEEN SPONSOR AND A DAY CARE HOME PROVIDER – CHILD and ADULT CARE FOOD PROGRAM (CACFP) NSD 2053-A (Rev. 10/14)

This agreement is entered into on _____, by and between
Date (MM/DD/YYYY)

EVERGREEN CHILD CARE, INC (Child and Adult Care Food program)

of **3960 Wilshire Blvd #306 Los Angeles, CA 90010** (hereinafter to as Sponsor), and

_____/_____
(NAME OF DAY CARE HOME PROVIDER(S) AS LISTED ON LICENSE OR OTHER DOCUMENTATION) (DATE(S) OF BIRTH OF PROVIDER(S) (MM/DD/YYYY))

of _____
(ADDRESS, CITY, AND ZIP CODE OF PROVIDER(S) (ALSO INCLUDE MAILING ADDRESS IF DIFFERENT FROM CHILD CARE LOCATION))

This Agreement specifies the responsibilities of the sponsor and day care home provider (hereinafter referred to as "provider") as participants in the U.S. Department of Agriculture's (USDA) Child and Adult Care Food Program (CACFP). In accordance with Title 7, code of Federal Regulations (7 CFR) Section 226.18 (b):

THE SPONSOR AGREES TO:

1. Accept final administrative and financial responsibility for the CACFP with no service charge to the provider.
2. Meet all program agreement conditions with the CDE, such as maintaining all required documentation and submitting the claim for reimbursement.
3. Identify and document provider's tier eligibility, either Tier I or Tier II.
4. Inform a Tier II provider of all the reimbursement options.
5. Train the provider on the program requirements of the CACFP on an annual basis.
6. Provide ongoing technical assistance as needed.
7. Monitor the day care home during the hours of operation at least three (3) times during each consecutive 12-month period in order to review the meal and/or snack service and program records. At least two (2) of the visits must be unannounced, with at least one (1) of the unannounced visits to include a meal or snack service observation. No more than six (6) months may elapse between visits. The timing of unannounced visits must vary to ensure they are unpredictable to the provider. For new providers, the first visit shall be within the provider's first four weeks of CACFP participation.
8. Disburse federal meal and/or snack reimbursement to the provider within five (5) working days of receipt from the state agency.
9. Disburse state meal reimbursement to the provider according to the CDE guidelines.
10. Provide notice to parents/guardians informing them that each provider participates in the CACFP.
11. Inform the provider of the serious deficiency and corrective action processes.
12. Inform the provider of the administrative review and program termination processes.
13. Inform the provider of the suspension process related to serious health or safety concerns.
14. Inform the provider of the federal policy limiting day care home provider transfers from one sponsor to another to no more than one time per consecutive 12-month period, unless there are extenuating circumstances, such as the termination or self-cancellation of a provider's sponsor.

THE PROVIDER AGREES TO:

1. Certify that the provider(s) IS/ARE NOT CURRENTLY enrolled in the CACFP under another sponsor and not on the USDA's National Disqualified List.
2. Maintain an enrollment form for each enrolled child and infant in care. The enrollment form must be signed and dated by the parent or guardian, state the child's or infant's normal days and hours of care and the meals and/or snacks that the child or infant ordinarily would receive during care, and be updated annually in the month of September.

3. Offer CACFP to all enrolled children and infants regardless of race, color, national origin, sex, age or disability. Either Enrollment Form or Declining Form is required for all children enrolled to the daycare.
4. Adhere to one or more of the following: the California Department of Social Services licensing regulations, the Trustline Registry established requirements, military license regulations, or tribal authority policies.
5. Prepare and serve meals and/or snack meeting the CACFP meal and/or snack pattern.
6. Serve meals within the meal spacing policy of the CACFP. Ensure two hours between the start of a meal and the start of snack. When snacks are not served, ensure three hours between the start of one meal and the start of the next meal. Infants (under one year old) should be fed at a time consistent with the infant's eating pattern:
 - a) Meals must be served within the time frame that you have provided to ECCI. You must update the meal service time with ECCI before any changes are made.
 - b) All meal service times provided to ECCI must be within the period normally considered appropriate; **breakfast after 7 a.m. and before 9 a.m., lunch between 11 and 1:30, supper between 4 and 7.**
7. Serve meals and/or snacks to enrolled children and/or infants at no separate charge.
8. Maintain daily records of all the following:
 - a) Menus and types of foods served to enrolled children and/or infants at each meal and/or snack
 - b) Enrolled children and/or infants served at each meal and/or snack
 - c) Children and/or infants in attendance, including appropriate documentation if providing shifts of care
9. Retain the required records for three program years plus the current year. If there is an unresolved audit or review finding, maintain the records covered by the audit or review for three years from the date the audit or review finding was resolved.

Only 12 months plus the current month must be maintained and immediately available at the provider's home. The rest of the retained documents must be retrievable within a reasonable amount of time if requested by the sponsor, a representative of the CDE, or the USDA. Records may be kept in hard copy or electronic format, as long as the records are available for review.

10. Submit complete and accurate monthly program documents to the sponsor. The required documents for providers claiming **online** are due electronically either prior to the **1st** calendar day of the following month or before the new claiming month begins. The required documents for providers claiming on **manual forms** are due in the sponsor's office on the **5th** calendar day of the month following the claim month. Any claims received after the due date will be considered as late claim and all late claims must be received no later than the 20th calendar day of the second month following the claim month. Late submission of required documentation will delay reimbursement and may result in no reimbursement to the provider. Failure to notify the sponsor if not serving and claiming meals and/or snacks may result in the provider being dropped from the CACFP.
11. Claim no more than two meals and one snack, or one meal and two snacks, per child or infant per day.
12. Claim meals and/or snacks served to enrolled children or infants only. Provider must have the completed enrollment signed by the parent/guardian of a child or an infant prior to claiming meals.
13. Claim only the registered meal types and the days that are indicated on each child's or infant's enrollment application.
14. Carbonate copy of the enrollment application must be retained at the facility at all times.
15. Claim meals and/or snacks served to the "provider's own" eligible children and infants only when other enrolled children and/or infants are in care and eating the same meal or snack. The "provider's own" are children and/or infants that live in the household, including foster children and/or infants, and are part of the same economic unit.
16. Enrollment must be renewed annually in the month of September and Meal benefit form (if applicable) must be renewed annually in the month of August.
17. Submit new/updated enrollments **within 5 days** from the date that the parent has signed.
18. Do not claim meals sent with children to school/home because they are **NOT** reimbursable.
19. All meals must be prepared and served at the facility. Any meals served outside the facility including the meals served at the field trips are not reimbursable. Only those meals that representative of the sponsor, the state agency, or USDA may observe are subject for reimbursement.
20. Claim for meals and/or snacks within the limits of the licensed capacity. If shifts of care are provided and meals and/or snacks claimed appear to exceed the license capacity, maintain complete attendance documentation of "time-in" and "time-out" of all enrolled children and/or infants.
21. All school aged children (6 years and over) must have specific in & out time records on the enrollment application and school aged note must be submitted along with monthly documents if AM and/or Lunch is being claimed.
22. Provide a current copy of the provider's license and any other pertinent documentation to the sponsor, and notify the sponsor of any updates to the license and other documents.
23. Notify the sponsor of any changes in enrollment by submitting an updated/new enrollment (i.e., children and/or infants added or dropped from daycare, phone number, address, usual days in care, meal types, and etc.).
24. Participate in the annual training session regarding the CACFP requirements provided by the sponsor.
25. Permit representatives of the sponsor, the CDE, or the USDA to review the CACFP records and the meal and/or snack service operation in the home during announced or unannounced visits during normal child care hours. (Such representatives must show identification that identifies them as employees of their respective organizations.)

26. Have all documents available immediately to representatives of the sponsor, the CDE, or the USDA (by an assistant and/or family member) for review at all times even if a provider plans to be absent from the facility. If the representative of the sponsor, the CDE, or the USDA is not able to review the documents for any reasons, all meals up to that date of the visit are not reimbursable and provider may be determined seriously deficient.
27. Notify the sponsor in writing and/or by call-in of any changes to the daycare operation. (i.e., re-location of facility, provider's name, adding or deleting name from the daycare license, phone number, license capacity, field trips, vacation, no meal service, meal service time, and etc.)
28. Notify sponsor in advance of intended absences from the home or if closed during normal hours. If the sponsor, the CDE, or the USDA conducts an unannounced visit and children and/or infants are not present, claims for meals and/or snacks that would have been served during the unannounced visit will be disallowed accordingly to ECCI's call-in policy. ****If the provider fails to inform ECCI (by call in or/and in writing) and the monitoring visit was conducted during the meal time, all meals from the 1st through the date of the visitation will be disallowed.**
29. Provide, if requested by the sponsor, a copy of the sponsor's notice to parents informing them that the provider participates in the CACFP.
30. Understand that for the purpose of this agreement, the provider and the employees of the provider are considered to be independent of the sponsor and are not officers, employees, or agents of the sponsor.
31. Any new or revised policy will be stated and informed through the ECCI monthly newsletter. Thus, it is provider's responsibility to be kept informed by reading the monthly newsletter.

The provider and employees of the provider understand that this is a Federal program and that they are responsible for information provided to the sponsor. Falsification or misrepresentation of information on any document may lead to termination from the CACFP, and/or criminal penalties, and/or civil penalties. Any funds found to be misappropriated by providers must be returned to the sponsor by the provider.

BOTH THE SPONSOR AND PROVIDER AGREE TO:

1. The right of either to cancel this agreement for convenience. In which case:
 - (a) The sponsor agrees to give the provider at least 14 days prior written notice of cancellation actions specifying when said actions specifying when said actions shall take place. If possible, the Agreement ends the last day of a calendar month.
 - (b) The provider agrees to give the sponsor at least 14 days **prior written** notice of withdrawal or transfer from the program specifying when said actions shall take place. If possible, the Agreement ends the last day of a calendar month.
2. The contract will be cancelled automatically when provider relocates the daycare facility.
3. The right of the sponsor to initiate action to terminate the provider's participation in the CACFP, if the sponsor determines that the provider has committed one or more of the serious deficiencies listed in 7 CFR Section 226.16(l)(2). If the sponsor proposed termination of the provider's participation in the CACFP, the sponsor will notify the provider of their right to appeal.
4. Acknowledge this Agreement is contingent upon the availability of program funds.
5. Keep this Agreement on file for review upon request by the sponsor, a representative of the CDE, or the USDA.

CERTIFICATION

We agree to comply with the rights and responsibilities in this Agreement for participation in the U.S. Department of Agriculture, Child and Adult Care Food Program, in California.

SIGNATURE OF SPONSOR REPRESENTATIVE	PRINTED NAME OF SPONSOR REPRESENTATIVE	DATE (MM/DD/YYYY)
SIGNATURE OF DAY CARE HOME PROVIDER (S)	PRINTED NAME OF DAY CARE HOME PROVIDER (S)	DATE (MM/DD/YYYY)

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