

**AGREEMENT BETWEEN SPONSORING ORGANIZATIONS AND  
THE FAMILY DAY CARE HOME FOR PARTICIPATION IN THE  
CACFP-FAMILY DAY CARE HOME PROGRAM.**

This **AGREEMENT** entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Orem Child Care Nutrition and \_\_\_\_\_  
(Sponsoring Organization)  
\_\_\_\_\_/\_\_\_\_\_/19 of \_\_\_\_\_  
(Provider's Name) (Birth date) (Address) (City / Zip) (Phone)

This **AGREEMENT** specifies the rights and responsibilities of the Family Day Care Home Program Sponsoring Organization and the Provider as participants in the United States Department of Agriculture's (USDA) Family Day Care Home section of the Child and Adult Care Food Program, hereafter referred to as the "program".

**RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION**

1. In accordance with program regulations, the sponsoring organization, Orem Child Care Nutrition Program, Inc. (hereafter referred to as the SO) agrees to:
  - A. Train the provider prior to participation on the program.
  - B. Offer additional scheduled training sessions at times and places with reasonable availability to providers.
  - C. Respond to the provider's request for technical assistance.
  - D. Distribute reimbursement payments to the provider within 5 working days of receipt of funds from the Utah State Office of Education/State Department of Finance.
  - E. Provide program services free of charge.
2. The SO has the right to visit the day care home (announced or unannounced) to review meal services and records during hours of child care operations as designated on the FDCH application form. At least three visits will be completed annually. The USDA and state agency (hereafter referred to as the SA) may also conduct unannounced visits. All sponsor, state and USDA employees must provide photo identification which demonstrates that they are employees of said organizations.
3. The SO has the right to contact the parents of children to verify program participation or for other matters relating to the provider's participation in CACFP.
4. The SO may terminate this agreement to participate in the program for cause or convenience as stipulated by the Utah State Office of Education and the USDA.
5. The SO will determine the tier level of a provider based on financial need, using the criteria of home location (elementary school attendance area or census tract) or household income. The SO will be responsible for collecting and evaluating this information both from the provider and from the daycare child's household as necessary. All income information will be kept confidential by the SO.

**RIGHTS AND RESPONSIBILITIES OF THE FAMILY DAY CARE PROVIDER**

1. The provider is required to record daily on the provided claim form\*:
  - A. Menus (provider's own or sponsor's, individually or by cycle as stipulated by the SO)
  - B. The number of meals by type served to enrolled participants at each meal service.
  - C. The number of enrolled participants who are present each day.
 (\*the claim form must be kept available in the home for review at all times)
2. The provider agrees to follow all federal, state, and sponsor policies for the program.
3. The provider must attend at least two hours of SO offered training annually. All other required training must be kept current.
4. The provider must allow representatives from the SO, state officials, and the USDA to come into the home during the hours of operation, as stated on the approved application, for the purpose of reviewing program operations.
5. The provider must tell the SO without delay changes in enrollment, or if there are any changes in the home's license, residential certificate, address, or telephone number. The provider will distribute program information to parents or guardians of enrolled participants as required by USDA, the SA or the SO.
6. The provider may not charge separately for meals or require the day care child's parent/guardian to provide any part of the meal.
7. The provider must make the meal count and menu records available to the SO by the 5th day of the month following the month being claimed (otherwise, payment may be delayed until the next month). Claims will not be accepted after 60 days from end of the month being claimed. More than 3 late claims in a calendar year may constitute grounds for determination of serious deficiency and termination.
8. The provider must serve meals which meet the program requirements for the age of children served. No more than two meals and a snack, or two snacks and a meal may be claimed per child per 24 hour period. Only meal types approved by the SA, specified in the approved application may be claimed. There must be at least 2 hours between meals and snacks.
9. The provider may terminate participation in the program at any time; however, if the provider has been determined to be seriously deficient in the operation of the program and terminates this agreement prior to administrative review; the provider understands that they may be added to the National Disqualified list.
10. A provider who has had a day care license or residential certificate revoked by any licensing agency cannot participate until resolution of those issues.
11. For a provider determined to be Tier I, payment may be made for meals served to their own children only when: a) such children are enrolled and present during time of the meal service b) an enrolled nonresident child is present, participating and claiming the meal served and c) these children are eligible to receive free or reduced price meals. The provider will not receive reimbursement for meals served to any child over the age of 12 years. The eligibility of older migrant children or persons with disabilities enrolled in care must be established and documented by the SO prior to claiming.
12. The provider must serve the same meals to all attending children regardless of race, color, national origin, age, sex, or disability and allow all children equal access to child care services and facilities.
13. The provider may not begin claiming meals until the state, and/or local, procedures are completed. The Day Care License or Residential Certificate effective date and/or program agreement date (whichever comes later) indicates the date that claiming may begin.
14. A provider determined to be Tier II may choose to have the SO distribute income eligibility applications to either all households of children in care, or to no households, depending on the provider's desire to qualify such children individually for the higher Tier I reimbursement rate.
15. The provider must notify the SO in advance whenever planning to be out of the home with the children during the meal service period. If a provider fails to notify the SO and an unannounced review is made during the scheduled meal time, claims for meals that would have been served during the unannounced review will be disallowed.
16. The provider may transfer participation to another SO only upon the annual renewal date of the agreement. The **"ANNUAL RENEWAL DATE"** is defined as the first day of the month in which the agreement between a SO and an eligible provider is signed. If a provider chooses to transfer on other than the annual renewal date, the USOE-FDCH office must determine that the transfer would be in the best interest of the provider and/or the integrity of the program. The state agency reserves the right to restrict provider transfers.
17. Failure to keep complete and accurate program records shall be grounds for the determination of serious deficiency and termination.

Arbitration Clause: The parties hereto agree that if at any time during the term of this Agreement, any disputes of any kind arise between the parties regarding or in connection with this Agreement, every such dispute shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said Rules. Any such arbitration shall be held in the State of Utah, County of Salt Lake, unless the parties agree on some other location. The arbitrator shall have the discretion to order that the costs of arbitration, including fees, other costs and reasonable attorneys' fees, shall be borne by the losing party. This means that the provider and SO shall agree to have a neutral 3<sup>rd</sup> party mediator settle the issue(s) in dispute.

*Upon signing of this agreement, I understand that this will be my "ANNUAL RENEWAL MONTH". I also understand I will submit my first claim with the above named SO, and that I may not transfer participation to another SO without submitting a proper transfer request. I certify that I will comply with the program outlined in this agreement. I understand that this program is in connection with the receipt of federal funds and that state or USDA officials may verify information. I also understand that program payments are conditional contingent upon the availability of federal funds and that this agreement is considered permanent. Deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. I understand I have the right to request an administrative review for proposed termination or if a SO suspends participation due to health and safety concerns.*

Signature of Provider	Date	Signature of Sponsor Representative	Date