# Agreement Between Sponsor and Day Care Home Provider

This agreement specifies the rights and responsibilities of the above named Sponsor and day care home provider (Provider) as participants in the Child and Adult Care Food Program (CACFP). By signing this agreement, both parties are bound by its terms and conditions until its ending effective date, unless terminated earlier in accordance with this agreement. This agreement may be terminated for cause by either party, by mutual consent of both parties, or solely by the Provider without cause or mutual consent.

## Rights and Responsibilities of the Sponsor

The Sponsor agrees to:

1. Train the Provider according to CACFP requirements and offer training sessions and technical assistance (upon request), scheduled at a time and place convenient to the Provider.
2. Provide CACFP record keeping forms to the Provider at no charge.
3. Disburse any reimbursement payments, including advance payments, for meals to the Provider within five (5) working days of receipt of payment from Texas Health and Human Services Commission (HHSC) for the corresponding claim period.
4. Make no charge whatsoever to the Provider for CACFP services.
5. Ensure that all meals are served to enrolled children without regard to race, color, national origin, sex, age, religion, political belief, or disability.
6. Ensure that all meals claimed meet CACFP requirements.
7. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, served daily to each child.
8. Ensure sponsoring organization staff who conduct announced or unannounced reviews have photo identification which demonstrates that they are employees of the sponsoring organization.
9. Conduct announced and unannounced monitor reviews of the Provider’s food program operation according to CACFP requirements during the Provider’s normal hours of child care operations.
10. Submit to HHSC in a timely manner, an application (Form 1537) and any amendments on behalf of the Provider.
11. Notify the Provider in writing when terminating this agreement to participate in the CACFP. The Sponsor will give 30 days notice in writing when terminating without mutual consent except that, if the health or safety of a child is at risk, the Sponsor may terminate the agreement without prior notice.
12. Allow the Provider opportunity to request an appeal if the sponsoring organization issues a notice of proposed termination of the Provider’s day care home program agreement, or suspends the Provider’s participation due to health and safety concerns.
13. Deny participation in the CACFP to a Provider who:
   A. has been found guilty of committing fraud in the CACFP, including cases in which adjudication is deferred, for the duration of the sentence, or
   B. is included on the list of excluded providers maintained by HHSC.
14. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any child care facility when children are present, if the person has been convicted of a felony or misdemeanor classified as an offense against the person or the family, or public indecency, or a felony violation of any statute intended to control the possession or distribution of a substance included in the Texas Controlled Substance Act (Article 4476-15, Vernon’s Texas Civil Statutes).
15. Ensure that all Providers maintain current license or registration status and operate in accordance with licensing or registration standards.
16. Ensure that Providers meet all local health and sanitary code requirements applicable to food service delivery.
17. Immediately report to the Texas Department of Family and Protective Services, any situation existing in day care homes that would threaten the health and safety of children in attendance.
18. Notify TIER II Providers of the choices available to them regarding:
   A. options for determining TIER I eligibility for enrolled children, and
   B. reimbursement methods.
19. If requested by a TIER II Provider, distribute and collect income applications and determine if children enrolled in TIER II homes are income eligible/categorically eligible for TIER I meal reimbursements.
20. Maintain the confidentiality of income information collected from the households of children in TIER II homes.
21. Pay the full amount of reimbursement owed to the Provider based on the number of meals served and the number of children in each meal reimbursement TIER.
22. Notify the Provider of its right to appeal any adverse action in accordance with CACFP requirements.
23. Respond to Provider inquiries within 24 clock hours of the date/time of receipt of the inquiry, in accordance with CACFP requirements.
24. Prohibit a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities, on the basis of national origin, per Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR, Part 80 or 7 CFR, Part 15. Also, 40 TAC, Part 1, §73.206 requires contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Accordingly, the contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs and activities on the basis of national origin. The contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can effectively participate in and benefit from its programs. The contractor accepts final administrative responsibility for ensuring that its subcontractors take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can effectively participate in and benefit from that subcontractor’s programs and services.

### Rights and Responsibilities of the Provider

The Provider agrees to:

1. Record daily the:
   a. menu served to the children,
   b. number of meals, by type, served to each child, and
   c. number of enrolled children in attendance.

2. Claim meals served to eligible children living in the home only if:
   a. the children are enrolled for child care and participating in the CACFP during the time of meal service,
   b. enrolled nonresident children are present and participating in the CACFP, and
   c. Providers have completed and submitted a Form 1531 or 1531-P to the Sponsor demonstrating that the Provider’s children are eligible for free or reduced-price meals.

3. Claim only meals actually served during approved meal service times to children who are eligible to participate in the program, enrolled in child care, in attendance, and participating in the meal service.

4. Notify the Sponsor immediately if there is any change in the meal service, including days, times, and types of meals served.

5. Notify the sponsoring organization in advance whenever the Provider is planning to be out of the home during the meal service period. If this procedure is not followed, and if 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.

6. Serve meals which meet the current CACFP requirements for the ages of the children to be served.

7. Serve meals to all enrolled children without regard to race, color, national origin, sex, age, religion, political belief, or disability.

8. Ensure that food is prepared and served only in amounts sufficient for each enrolled child to have one meal at each meal service.

9. Attend training sessions required by HHSC and the Sponsor.

10. Allow representatives of the Sponsor, HHSC, and the United States Department of Agriculture to enter the Provider’s home to review CACFP operations and records.

11. Allow representatives of the Sponsor, HHSC, the United States Department of Agriculture, and other state and federal officials to enter the Provider’s home, whether announced or unannounced, to review CACFP operations and records during normal hours of child care operations. Anyone making such reviews must show photo identification that demonstrates that they are employees of one of these entities.

12. Notify the Sponsor immediately of the names of any children added to or deleted from the enrollment for day care.

13. Notify the Sponsor immediately if there is any change in the Provider’s child care licensing or registration status.

14. Distribute a copy of the sponsoring organization’s notice to parents if instructed by the provider’s sponsoring organization.

15. Meet all local health and sanitary code requirements applicable to food service delivery.

16. Notify the Sponsor in writing if terminating this agreement to participate in the CACFP.

17. Participate with one Sponsor at a time.

18. Obtain prior written approval from HHSC before transferring to another Sponsor within the contract period. Termination of this agreement during the contract period does not constitute approval to transfer to another Sponsor. If the Provider terminates this agreement and wants to participate in the CACFP again during the same contract period, the Provider may only participate with its current Sponsor unless the transfer is approved by HHSC. **General exception:** Each year a Provider may transfer to a different Sponsor without HHSC approval, if otherwise eligible to participate in the CACFP, by signing an agreement with a new Sponsor between June 1 and September 30 to be effective beginning on the following October 1.

19. Participate in the CACFP with only one day care home (if licensed or registered to provide care in more than one day care home).

We, the undersigned, do hereby make and enter into this contract. By so doing, we do certify that the information contained in this document to be true and correct to the best of our knowledge and is provided for the purpose of obtaining federal financial assistance. We do mutually agree to comply with the CACFP federal regulations (7 CFR Part 226, as amended), Uniform Federal Assistance Regulations (7 CFR 3015, as amended) and state policies and procedures as issued and amended by HHSC. The Provider does further agree to perform as described in its application for participation in the CACFP (including approved amendments to the application). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

**EFFECTIVE DATES:** From __________________________ Through September 30, 2007

Signature – Day Care Home Provider Date

Signature – Sponsor Representative Date

FOR TEXAS HEALTH AND HUMAN SERVICES COMMISSION USE ONLY:  

APPROVAL – HHSC Representative Date