



AGREEMENT BETWEEN Sponsoring Organization and Day Care Center

Center/Site Number: _____

NAME OF CENTER: _____

TELEPHONE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

This Agreement specifies the rights and responsibilities of the Sponsoring Organization (_____), hereinafter referred to as SO, and the Day Care Center (_____), hereinafter referred to as Site, as participants in the New York State Department of Health, Child and Adult Care Food Program, hereinafter referred to as CACFP.

RIGHTS AND RESPONSIBILITIES – SPONSORING ORGANIZATION

1. SO agrees, in accordance with CACFP Regulations (7 CFR 226), to:
 - a) Accept final administrative and financial responsibility for CACFP operations at Site.
 - b) Collect and file all necessary approval information and recordkeeping documentation with CACFP.
 - c) Conduct pre-approval visits to Site and assure food service operations do not exceed capacity.
 - d) Provide training to Site on CACFP duties and responsibilities, to include but not limited to, completion of recordkeeping requirements such as: Income Eligibility Applications (DOH-3688), daily attendance, meal counts, daily delivery invoices, CACFP meal patterns and component requirements. If applicable, seconds documentation and required mealtime spacing will be covered. Initial training will occur before CACFP participation and additional training will be provided annually at a minimum.
 - e) SO may retain reimbursement for all costs incurred in the provision of meals to the site. Any reimbursement remaining after food expenses may be applied toward operating and administrative expenses of the SO with the SA approval. However, payment will be made within 5 working days of the receipt of reimbursement from CACFP for any food purchased by the Site in the event the meals are not delivered or do not meet CACFP meal requirements, and the SO has made claim for those meals.
 - f) SO may not charge additional operating or administrative fees from sites without prior approval from the State Agency.
2. SO shall visit Site a minimum of 3 times per year (2 of those times to be unannounced) to review meal service and program records during normal hours of child care operations.
3. SO may terminate this Agreement with Site with or without cause.
SO will not penalize Site for initiation of a direct Agreement with CACFP.

NOTE: THE SPONSORING ORGANIZATION WILL NOT BE LIMITED TO THE ABOVE

RIGHTS AND RESPONSIBILITIES – DAY CARE CENTER

1. Site is approved to claim the following meal opportunities: _____
2. Site agrees, in accordance with CACFP Regulations (7 CFR 226), to:
 - a) Provide meals to all children enrolled in day care without regard to race, color, national origin, sex, handicap, or income category.
 - b) Attend training provided by SO prior to participation in CACFP and at least once annually.
 - c) Maintain accurate and complete records as required by SO, to include but not be limited to, the Income Eligibility Application (DOH-3688), daily attendance, meal counts, daily delivery invoices, CACFP meal patterns and component requirements. If applicable, documentation on seconds and meal time spacing will also be maintained.
 - d) Comply with day care regulations, especially as pertains to meal service and attendance capacity.
 - e) Serve meals that meet CACFP requirements. Site will be reimbursed by SO for any components purchased to ensure meals meet CACFP requirements as a result of incomplete or insufficient meals delivered. Prior approval of SO is necessary.
3. In Outside School Hours Child Care Centers, there will be at least 3 hours between the beginning of one meal service and the beginning of another, except that 4 hours will be between lunch and supper when no snack is served.
4. Seconds will only be included in meal count when entire meal is provided to a single participant and total meal count does not exceed daily delivery invoice.
5. Site must notify SO _____ day(s) in advance of any changes in the number of meals the site requires and _____ day(s) prior to a site closing.
6. Site will allow each and every representative from the SO, the State Agency and USDA to visit announced or unannounced during hours of operations for the purpose of reviewing CACFP operations. Anyone making such visits must show photo identification.
7. Site must submit income eligibility, signed daily delivery invoices, meal count records, daily attendance sheets and, if applicable, information on the number of subsidized children to SO no later than _____ day(s) after the end of the month for which they apply. (Note: A for-profit site must maintain monthly records that show at least 25% of the total enrollment or licensed capacity is subsidized children or children eligible for free or reduced price meal reimbursement.)
8. Site reserves the right to apply directly to CACFP (1-800-942-3858) to become a Sponsoring Organization and receive reimbursement for meals directly.
9. Site may terminate this Agreement at any time with or without cause.

CERTIFICATION

On behalf of the Sponsoring Organization, I certify that I have read and explained this Agreement to the site identified on this form. As a Representative of the Sponsoring Organization, I acknowledge that the Sponsoring Organization understands and agrees to comply with the rights and responsibilities outlined in this Agreement.

I certify that this Agreement has been read and explained to me by the Sponsoring Organization identified on this form. I also certify that this Site is not participating in the Child and Adult Care Food Program under any other Sponsoring Organization. I understand that any deliberate misrepresentation of CACFP records will subject me to prosecution under applicable State and Federal Criminal Statutes. I certify that I will comply with the rights and responsibilities outlined in this Agreement.

Signature of Sponsoring Organization Representative_____
Signature of Day Care Center Representative_____
Title of Sponsoring Organization Representative_____
Title of Day Care Center Representative_____
Date_____
Date