

MDC CHILD AND ADULT CARE FOOD PROGRAM

AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOME PROVIDER

INSTRUCTIONS: An original and one copy of this agreement must be completed and signed by the daycare home provider and Metropolitan Development Council (MDC). The original will be filed with MDC and the Provider will receive the copy to be kept on file in the daycare home.

This agreement is entered into this ____ day of (month) _____ (year) _____ by and between the Metropolitan Development Council and: _____ **located at:**

This agreement specifies the rights and responsibilities of the sponsoring organization and the provider as participants in the CACFP administered by the Office of Superintendent of Public Instruction (OSPI).

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION:

1. Metropolitan Development Council will:
 - a. Train providers before they begin participating in the CACFP.
 - b. Offer additional training sessions scheduled at a time and place convenient to providers.
 - c. Respond to a provider's request for technical assistance.
 - d. Provide CACFP record keeping forms to the provider at no cost.
 - e. If the provider has fulfilled all CACFP requirements and maintained and submitted all records necessary to support the claim for reimbursement, MDC will pay the provider within five working days after receiving payment from OSPI.
 - f. Not charge a fee to the provider for CACFP services.
 - g. Assure that all meals claimed for reimbursement are served to eligible enrolled children (through 11 years of age) without regard to race, color, national origin, sex, age or disability and that all meals claimed meet the meal requirements of the CACFP (7 CFR 226.20).
 - h. Reimburse provider for the appropriate number of meals claimed multiplied by the current reimbursement rate set by the U.S. Department of Agriculture (USDA).
 - i. Disallow meals claimed for reimbursement if:
 - a) The provider's records are incomplete, inaccurate or missing.
 - b) Meals do not meet the CACFP meal pattern requirements.
 - c) Meals are claimed in excess of the authorized capacity.
2. MDC may terminate this agreement to Participate in the CACFP for cause or convenience, with notification to OSPI.
3. MDC will report to the appropriate agency any and all health and safety violations observed in the provider's home. (e.g. caring for children in excess of authorized capacity)
4. MDC will inform the provider of the options for reimbursement under the two-tier reimbursement structure and will determine and monitor the provider's tier status.
5. MDC will, upon the request of a Tier 2 day care home, collect income eligibility applications, maintain their confidentiality, and determine the income eligibility of enrolled children, and/or identify categorically eligible children.
6. MDC will not inform day care home providers of the eligibility status of children enrolled for care. MDC may inform providers of the number of children enrolled for care by tier eligibility.
7. MDC must verify household income of providers who qualify as Tier 1 on the bases of their income.
8. MDC has the right to verify income submitted by a provider who qualifies as Tier 1.
9. MDC will review (visit the site of operation) each day care home a minimum of three times per year. The first review will be within the provider's first four weeks of program operation and not more than six months will elapse between reviews. A minimum of two reviews per year will be unannounced. At least two meal services must be observed. Additional reviews may be made as deemed necessary. MDC, OSPI and/or USDA has the right to visit day care homes to review their meal service, meals counts, menus and attendance records during their hours of child care operations.
10. MDC will maintain current enrollment records on all enrolled children. Enrollment records must be updated annually.
11. MDC will maintain current family size and income data on the provider's own children who are enrolled and eligible for CACFP meal reimbursement.

12. MDC will give the provider required parental notification posters and brochures that inform parents of the providers participation in the CACFP.
13. All parts of this application are incorporated by reference into this agreement.
14. This agreement is effective only when the provider is properly licensed and approved
15. The sponsor will restrict transfers to one time per year.

RIGHTS AND RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER:

1. The provider must have a current license to provide child care services to children.
2. The provider will not receive reimbursement for meals served in excess of authorized capacity.
3. The provider is required to keep **DAILY** records recorded no later than the end of each day of:
 - a. Menus that document the actual food served to the enrolled children at each meal service.
 - b. The number of meals by type served to children at each meal service.
 - c. The names of enrolled children who are present each day with actual daily arrival and departure times, recorded at the actual time of arrival and departure.
 - d. The full names of children claimed for reimbursement at each meal.
 - e. Daily meal counts.
4. The provider must submit to MDC a current, accurate enrollment form for each child claimed. It must be completed and signed by the child's parent or guardian.
5. The provider must promptly inform MDC of the names of any children added to or dropped from the enrollment for child care, or if there are any changes in the homes license or approved status.
6. The provider must serve meals that meet the CACFP requirements for the ages of children being served. Meals must meet the meal pattern requirements in 7 CFR 226.20.
7. The provider may not claim more than two meals and one snack or one meal and two snacks per child per day. Only one meal per child may be claimed at each meal service.
8. The provider agrees to provide enrolled children with meal service at the times indicated. The provider will advise MDC of meal time changes in advance.
9. The provider agrees that no separate charge for food service is imposed on families of children enrolled in participating family day care homes.
10. Provider's own children includes children by birth, adoption, grandchildren or housemates children who are part of the economic unit. Meals may be claimed for the providers own children or for foster children living in the provider's home if all of the following conditions are met:
 - a) Such children are enrolled and participating in the child care program during the meal service.
 - b) Enrolled non-resident children are present and participating in the child care program.
 - c) Providers children and foster children are determined to be eligible by MDC.
 - d) All children are claimed for meal reimbursement.
11. Foster children residing with the provider may be claimed if a separate income eligibility form is completed. Other nonresidential children must be participating in the meal service.
12. The provider must submit the meal count and menu records to MDC by the 5th day of each month. Failure to do so may result in loss or delay of payment for that month.
13. The provider will not receive reimbursement for meals served to children who are 12 years of age or older. Older migrant or disabled persons enrolled for care may be eligible for participation with a waiver from licensing.
14. The provider must notify MDC in advance whenever they are planning to be out of the home during the meal service period.
15. Training opportunities will be offered regularly by MDC. The provider is required to attend a minimum of one (1) training session per year or as required by MDC.
16. The provider must serve meals to all enrolled children without regard to race, color, national origin, sex, age, or disability. Any person who believes he or she has been discriminated against in any USDA -related activity should write immediately to the Secretary of Agriculture, Washington, D.C. 20250.
17. The provider agrees to distribute and display MDC program information as required by MDC in accordance with federal CACFP regulation.

