

Permanent Agreement Between Sponsoring Organization and Family Child Care Providers



Maryland State Department of Education Child and Adult Care Food Program
Division of Food and Nutrition Services

MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland 20850

MCPS Form 240-51
February 2016
Page 1 of 2

INSTRUCTIONS: This Agreement specifies the rights and responsibilities of the Sponsoring Organization (SO) and the Family Child Care (FCC) Provider as participants in the Child and Adult Care Food Program (CACFP), in accordance with CACFP regulations 7 CFR 226. The CACFP is administered by the Maryland State Department of Education (MSDE) and funded by the U.S. Department of Agriculture (USDA).

**PROVIDER AGREEMENT
NUMBER**

This Agreement must be completed and signed by the SO and by the provider. The provider and the SO must keep a copy of the signed Agreement.

This agreement is entered into this _____ day of _____, 20____, by and between the **Montgomery County Public Schools, Division of Food and Nutrition Services**, the SO, and the provider:

Provider's name _____ Date of Birth ____/____/____

Provider's address _____
Street City State Zip

PROVIDER SELECTION OF REIMBURSEMENT OPTION

Type of home at date of signing: Tier I—School Data Tier I—Meal Benefit Application Tier I—Census Tier II

FOR TIER II HOMES ONLY: Check (✓) one option

PROVIDER SELECTION OF REIMBURSEMENT OPTION

- Option 1:** To receive Tier II reimbursement rates for all eligible children.
- Option 2:** To receive reimbursement rates based on children identified through income stated on meal benefit applications or through other approved information.
- Option 3:** To receive reimbursement rates based on children identified only by categorical eligibility.

We certify that the provider is not participating in the CACFP under any other SO. We further certify that all of the above information is true and correct to the best of our knowledge and that we will comply with the rights and responsibilities as outlined in this Agreement. We understand that this information is being given in connection with the receipt of federal funds and that USDA officials and MSDE officials may, for cause, verify information. We understand that deliberate misrepresentation may subject us to prosecution under applicable State and federal criminal statutes. We further certify that if the child care home is found in serious deficiency and terminated from the CACFP that this will result in placement of the provider on the National Disqualified List. We further understand that placement on the National Disqualified List prohibits participation in the CACFP for seven years (or greater than seven years if debt owed has not been repaid).

We further certify that this program is made available to all eligible children. In accordance with Federal civil rights law and USDA civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

_____/_____/_____
Signature, Representative of Sponsoring Organization Date Providers Signature Date

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

The SO agrees to:

1. Require that the provider be trained in program duties and responsibilities prior to beginning operations and at least annually thereafter.
2. Respond to a provider's request for technical assistance.
3. Distribute the food service reimbursement to the provider no later than five working days after receiving the food service payment from MSDE.
4. Assure that all meals claimed for reimbursement are served to all eligible children without regard to race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, and that all meals claimed meet the requirements in the CACFP regulations.
5. Not charge providers any fees for CACFP administrative services.
6. Determine if each provider is a Tier I or Tier II home, as defined in the Code of Federal Regulations governing the CACFP.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION (continued)

7. Distribute in a timely manner the full amount of food service payments to each Tier I and Tier II home based on the number of meals served by type to enrolled children. The SO will not withhold CACFP payments to any provider, except that the SO may withhold payment from the provider for any amount that the SO has reason to believe is invalid.
8. Retain the right of the SO, MSDE, and the USDA to visit the FCC home to review its meal service and records during child care operational hours. These visits may be announced or unannounced.
9. Maintain documentation of children enrolled in the CACFP FCC home.
10. At the request of the provider operating a Tier II child care home, collect MBAs and determine eligibility of enrolled children for free or reduced-price meals for each Tier II child care home.
11. Restrict transfers of FCC homes between SOs to the month of October, except under extenuating circumstances, such as the termination of an SOs agreement.
12. Suspend participation due to concerns regarding the health and safety of the children in the provider's care.
13. Initiate action to terminate the Agreement for cause if the SO determines that the provider has committed a serious deficiency that violates the integrity or performance of the family child care program. The SO will submit information about terminated providers to MSDE for placement of a provider found seriously deficient on the CACFP National Disqualified List.
14. The right of the SO to terminate the agreement for cause or convenience.
15. Retain the right to deny an applicant for the CACFP when an applicant does not meet eligibility requirements.

RIGHTS AND RESPONSIBILITIES OF THE FCC PROVIDER**The FCC Provider agrees to:**

1. Be a registered/approved provider and maintain and provide current documentation of valid registration/approval.
2. Keep the following required documents:
 - a. A current enrollment form for each child receiving care.
 - b. A daily record of food served to the children for each meal.
 - c. Daily attendance records.
 - d. A record of menus and the number of meals served to enrolled children during mealtimes.
 - e. A meal count of children not enrolled but who receive a meal at mealtime.
3. Prepare and serve meals that meet CACFP meal pattern requirements.
4. Enroll all infants in CACFP and offer parents of enrolled infants at least one type of iron fortified infant formula. Parents of enrolled infants under one year of age must complete the Infant Breast Milk/Formula Feeding Plan.
5. Attend training sessions on program requirements, at least annually, as required by the SO.
6. Claim no more than two meals and one snack or two snacks and one meal, per child, per day.
7. Inform the SO about any change in the following items:
 - a. Number of children enrolled for care.
 - b. Address/location of the home child care.
 - c. Registration status.
8. Submit meal count, menu records, and attendance records to the SO by the _____ (date) of the month following the month being reported. Failure to do so may result in loss of payment.
9. Claim meals for providers own children if providers are eligible for free and reduced-price meals and enrolled for child care.
10. Claim meals served to enrolled children residing in the provider's home, and who are enrolled for care, only if the enrolled children that reside outside the provider's home, and who are enrolled for care, are also served that meal.
11. Claim only one meal per child at each meal service.
12. Serve meals at no separate charge to enrolled children.
13. Receive reimbursement for meals served to eligible children 12 years of age or under. The following exemptions apply: the provider may receive reimbursement for meals served to eligible children of migrant workers 15 years of age or under and providers may receive reimbursement for meals served to disabled individuals up to the age 21, who are enrolled in an institution or child care facility serving a majority of persons who are age 18 and under.
14. Provide meals to all enrolled children without regard to race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).
15. Notify the SO in advance whenever planning to be out of the home during mealtime. The provider understands that if this procedure is not followed and an unannounced review is conducted when the children are not present in the child care home, claims for meals that would have been served during the unannounced review will be disallowed.
16. The right to terminate this agreement.
17. The right to request an administrative review if an SO issues a notice of proposed termination of the provider's Agreement, or if the SO suspends participation due to health and safety concerns of the children in care.
18. Inform and notify parents or guardians of children enrolled for care of the provider's participation in the CACFP.
19. Submit truthful and factual claims for reimbursement and information on the Program Application.
20. Participate under only one SO during the program year.
21. Maintain conditions that do not endanger the health and safety of the public or of children in care.
22. Be free from conviction of any activity during the past seven years that indicates a lack of business integrity, including fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity as defined by the State Agency; or the concealment of such a conviction.