

**Child and Adult Care Food Program**  
**SPONSORING ORGANIZATION/PROVIDER PERMANENT AGREEMENT**

**RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION**

**In accordance with Child and Adult Care Food Program (CACFP) regulations, the sponsoring organization agrees to:**

1. Comply with provisions of CACFP 7 CFR Part 226.
2. Provide all required administrative services, without cost to the provider and accept final administrative and financial responsibility
3. In the operation of the CACFP, no person will be discriminated against because of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's, income is derived from any public assistance program, or protected genetic information in any program or activity conducted or funded by the USDA.
4. Conduct and provide pre-approval training to each new day care home. This training includes explaining program benefits, verifying licensure and capacity, program duties, responsibilities and civil rights. Provide policies and procedures with a sponsor handbook and forms, to include enrollment forms.
5. Initially and annually, mandatory training of key staff (the provider, joint licensed provider and assistant, if applicable) regarding CACFP regulations including Program's meal patterns, meal counts, claims submission, review procedures, recordkeeping requirements; reimbursement process; and use of required forms, to include: enrollment forms, menus, meal attendance sheets, and income eligibility applications. Training must include the sponsor's policies and written procedures. A sponsor must extend the time of monitoring reviews if training is to be during the day care home review.
6. Offer additional training, as needed, for a minimum of two hours. Training may be provided by various methods, such as conferences, group meetings, online training, self-paced curriculum, or one-on-one in-home training. Update the day care home of all CACFP policies and procedures through handbooks, newsletters, or letters.
7. Ensure the *Building for the Future* brochure is provided to all day care home providers and disseminated to parents and guardians of enrolled children.
8. Provide CACFP record keeping forms and necessary program information updates to each provider; e.g., enrollment, menus, meal attendance, Household Eligibility Applications (HEAs), program policies and procedural handbooks.
9. Annually collect enrollment forms for all children enrolled for child care in each day care home. This includes enrollment forms for the provider's own children 12 years of age and younger.
10. Require day care home providers to submit their meal records by the \_\_\_\_\_ day of each month.
11. Determine which day care homes under its sponsorship are eligible as Tier I homes by school data or census data. The sponsoring organization, the Illinois State Board of Education, or USDA Food and Nutrition Service may change the determination if information becomes available indicating a provider is no longer Tier I eligible.
12. Distribute HEAs to providers who wish to be eligible for Tier I reimbursement and who wish to claim their own children in the CACFP.
13. Verify provider's household income and other program eligibility benefits for all day care home providers applying for Tier I eligibility by HEA.
14. Inform Tier II providers of all their options for receiving reimbursement for meals served to enrolled children.
15. Upon request of a Tier II provider distribute, collect, and approve HEAs from parents of households for all children enrolled in the day care home and determine the eligibility of enrolled children for Tier I or Tier II reimbursement.
16. Keep all household income eligibility information confidential from providers and limit the use of such information to persons directly connected with the administration of the CACFP.
17. Represent the provider for the purpose of participation in the CACFP including the preparation and processing of Illinois State Board of Education (ISBE) claim reimbursement forms.
18. Evaluate monthly menus and attendance sheets, and other required records to determine allowable reimbursement.
19. Reimburse the Tier I and Tier II providers within five working days from the receipt of state agency reimbursement, the full-food service rate for each allowable meal served to enrolled children in an approved day care home.
20. Disallow meals claimed for reimbursement if the provider's records are incomplete, inaccurate, or missing. Disallow if meals do not meet CACFP meal pattern requirements or if meals are claimed in excess of the authorized Department of Children and Family Services (DCFS) license capacity or Illinois Department of Human Services (IDHS) enrollment. Disallow if more than two meals and one snack or two snacks and one meal are claimed per child per day.
21. By consent from the day care home, the sponsoring organization may incur costs for the provision of program foodstuffs or meals on behalf of the home, and subtract such costs from program reimbursement. This may only occur if approved by the state agency and an addendum to the agreement is completed.
22. The sponsor must not withhold payment to any day care homes, unless the claim is invalid and/or due to the provider submitting a false or erroneous meal count.
23. Review each provider a minimum of three times a year including the additional requirements.
  - A. At least two of the three reviews must be unannounced. Conduct these reviews during the provider's normal business hours.
  - B. Ensure monitor shows photo identification when conducting a review.
  - C. At least two of the three reviews must include the observation of a meal service and one of the reviews must be during an unannounced review.
  - D. Ensure no more than six months may elapse between each review.
  - E. At least one review must be made during the day care home's first four weeks of program operation.
  - F. All reviews must include reconciliation of meal counts for five consecutive days, assessment of whether the facility has corrected problems noted on a previous review(s) and an assessment of the facilities compliance with program requirements.
24. When monitoring staff discovers conduct or conditions in a home that pose an imminent threat to the health or safety of participating children, they must notify the appropriate State or local licensing authorities and take action consistent with the recommendations and requirements of those authorities.
25. Contact parents/guardians of enrolled children to verify attendance as defined in the Corrective Action Plan guidance.
26. Determine a provider seriously deficient if that provider meets the criteria for serious deficiencies.
27. Conduct unannounced Follow-Up Reviews for reasons including but not limited to Corrective Action Plans, seriously deficiencies, and any other serious deficiency concern.
28. Conduct unannounced Follow-Up Review if a Corrective Action Plan is submitted after being determined seriously deficient.-
29. Propose to terminate provider if an inadequate written Corrective Action Plan is returned to the sponsor or if no Corrective Action Plan is submitted in the timeframe required. With the proposed termination and disqualification letter, include information regarding the provider's right to an appeal and the proper timelines to respond.
30. Propose to terminate a day care home if the home voluntarily terminates its agreement with the sponsor after notification of its serious deficiency.
31. Prohibit the submission of a Site Information Sheet on behalf of a day care home provider if either the provider or its principals have been placed on the National Disqualified List.
32. Professional courtesy must be exercised in conducting program assistance and program compliance assessment with the provider, ISBE, and other state and federal officials. If it can be determined that less than professional courtesy is exercised by the provider's sponsor, the provider may request the Sponsor/Provider Agreement terminated for convenience. The request for a termination for convenience must be submitted to the State Agency for approval.

## RIGHTS AND RESPONSIBILITIES OF THE PROVIDER

In accordance with Child and Adult Care Food Program regulations, the provider agrees to:

1. Enter into agreement and monthly claim reimbursement with only one sponsoring organization that is either a public or a private nonprofit organization participating in the CACFP.
2. Ensure the day care home is open to all enrolled children without regard to race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's, income is derived from any public assistance program, or protected genetic information in any program or activity conducted or funded by the USDA.
3. Participate in annual training provided by the sponsoring organization.
4. Prepare and serve meals that meet CACFP meal patterns to enrolled children at no separate charge. The allowable meal types are breakfast, lunch, supper, a.m. snacks, p.m. snacks, and evening snacks.
5. Offer parents of infants at least one type of infant formula when caring for their infant. Collect from the parents a signed statement when the parents choose to supply their own infant formula and infant food.
6. Maintain a copy of the current DCFS day care home license. Continue to provide to sponsors updated license information including changes in license capacity, expiration date, and license number changes.
7. Follow all DCFS licensing rules that include caring for no more children than the license capacity states and operating within the hours prescribed on the license or comply with enrollment requirements and receive funding from the IDHS Child Care Assistance Program.
8. Comply with the record keeping requirements established in Section 226.18(e)and(g). Failure to maintain such records shall be grounds for the denial of reimbursement and possibly the grounds for determining the day care home seriously deficient.
9. Make available the CACFP *Building for the Future* brochure provided by the sponsoring organization that details information about the CACFP to all parents of enrolled children.
10. Annually collect and maintain a signed enrollment form from the parent for each child enrolled in child care including the provider's own children. You cannot claim meals if enrollment is not up-to-date or is missing.
11. Maintain accurate daily records of the names of all children served meals by meal type on the meal attendance sheets and menus.
12. Maintain, prepare and serve menus that contain all required meal components based on the age of the child(ren) in care.
13. Mail or deliver menus, meal attendance sheets, child enrollment forms, and any additional information within the prescribed timelines set forth by the sponsoring organization. Failure to do so will result in loss of payment for that month.
14. Notify the sponsoring organization, in advance, when the provider will be out of the home during the meal service period. If an unannounced visit is attempted during a meal service period and the provider failed to notify the sponsor in advance of the absence, claims for meals that would have been served during the unannounced visit will be disallowed.
15. Promptly inform the sponsoring organization about any changes related to the day care home including children enrolled in care, changes in meal times, shifts, and days of operation, change of address, telephone number, and license issues.
16. Allow the sponsor, ISBE, and other state and federal officials the right to announced or unannounced reviews of the provider's day care operation to observe the meal service and review records during the hours of day care operations.
17. Agree to serve and claim only meals at the times listed on the CACFP Site Information Sheet as approved by the State agency.
18. Claim no more than two meals and one snack or two snacks and one meal per child per day.
19. If meals to his/her own children are claimed, provider must document income eligibility by completing a HEA. In addition, nonresident children must be in attendance, enrolled, and participating in the CACFP during the time of meal service.
20. Do not claim meals in excess of the authorized license capacity listed on the DCFS day care home or group day care home license.
21. Claim meals served only to enrolled children through 12 years of age or under, children of migrant workers 15 years of age or under, and mentally or physically disabled persons, as defined by the state who are enrolled in an institution or child care facility serving a majority of persons 18 years of age and under.
22. Each licensed facility is only allowed to claim through one sponsoring organization per license.
23. Follow the state agency's policy that restricts the transfer of day care home providers between sponsoring organizations during a fiscal year. Day care home providers are allowed to change sponsoring organizations at the end of the fiscal year (September 30) only if there is a valid reason for the change. The provider must notify their sponsor in writing that they wish to transfer to another organization. This notification must be completed no later than September 10 each year.
24. Have the opportunity to request an Administrative Review (appeal) if a sponsoring organization issues a notice proposing to terminate the day care home's agreement for cause.
25. Professional courtesy must be exercised during program assistance and program compliance assessment with the sponsor, ISBE, and other state and federal officials. If it can be determined that less than professional courtesy is exercised by the provider, the sponsor may request the Sponsor/Provider Agreement terminated for convenience. The request for a termination for convenience must be submitted to the State Agency for approval.

**The provider and the sponsor agree this is a permanent and binding agreement and can be terminated by either party with written notice for cause or convenience or subject to stipulations by the State agency. Failure to comply with any of the terms of this agreement may result in loss of reimbursement to the provider, which could include suspension and/or termination of the agreement and disqualification of future CACFP participation.**

### CERTIFICATION

**We certify we will comply with the rights and responsibilities outlined in this Agreement. The provider certifies he/she is not participating in the CACFP under any other sponsoring organization. The provider understands this Agreement is for the receipt of federal funds and deliberate misrepresentation may subject him/her to prosecution under applicable state and federal criminal statutes. The provider also understands CACFP payments are contingent upon availability of federal funds.**

NAME AND ADDRESS OF PROVIDER (Type or Print)	NAME AND ADDRESS OF JOINTLY LICENSED PROVIDER (Type or Print) (IF APPLICABLE)
DATE OF BIRTH	DATE OF BIRTH
SIGNATURE AND DATE OF PROVIDER	SIGNATURE AND DATE OF JOINTLY LICENSED PROVIDER
LICENSE NUMBER	SIGNATURE AND DATE OF SPONSORING ORGANIZATION REPRESENTATIVE
NAME OF SPONSORING ORGANIZATION (Type or Print)	TITLE OF SPONSORING ORGANIZATION REPRESENTATIVE

