

Arkansas Department of Human Services
Division of Child Care and Early Childhood Education
Special Nutrition Programs
Day Care Facility Agreement with Sponsoring Institution

As the representative of this licensed day care facility, I understand that I may not change sponsoring institutions without approval of the Special Nutrition Programs. I further understand that the sponsoring institutions are non-profit institutions that are not employed by Special Nutrition Programs or the United States Department of Agriculture.

If I have concerns about the Program, I am encouraged to write to Special Nutrition Programs, P.O. Box 1437, Slot S-155, Little Rock, Arkansas 72203-1437 or call the Little Rock office at 1-800-482-5850 extension 2-8869 (statewide) or 682-8869 (local).

This Agreement entered into this _____ day of _____ 20_____ between:

_____ of _____ and
(SPONSORING INSTITUTION'S REPRESENTATIVE) (SPONSORING INSTITUTION)

_____ of _____
(FACILITY REPRESENTATIVE) (FACILITY)

location of facility _____

This Agreement specifies the rights and responsibilities of the above Sponsoring Institution and the above Day Care Facility as participants in the Child and Adult Care Food Program.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING INSTITUTION

- 1. In accordance with Child and Adult Care Food Program (CACFP) regulations, the sponsoring institution agrees to:
a. Train facility staff before they begin participation in the CACFP.
b. Offer additional training sessions scheduled at a time and place convenient to their providers.
c. Respond to any request for technical assistance.
d. Provide CACFP record keeping forms.
e. Pay facilities in a timely manner.
f. Will retain up to but not more than 15% of the center's reimbursement for administrative costs.
g. Assure that all meals claimed for reimbursement are served to enrolled children without regard to color, race, age, sex, national origin, or disability, and that all meals claimed for reimbursement meet the meal pattern component and quantity requirements in the CACFP. Only approved meal types in the facility's Application for Participation will be reimbursed.
h. Maintain all CACFP records for 5 years.
2. The sponsoring institution has the right to make unannounced visits to facilities to review their CACFP records and meal documentation during their normal hours of child care operations.
3. The sponsoring institution or the facility may terminate this Agreement to participate in the CACFP for cause or for convenience.
4. Maximum level of reimbursement will be no greater than the licensed capacity for enrolled children at one time. "Shifts" of children must be explained.

RIGHTS AND RESPONSIBILITIES OF THE DAY CARE FACILITY

1. The facility representative agrees to keep daily records of:
 - a. Meal Production records if center prepares own meals or statement of menus with delivery receipts for any contracted meals including the number of meals by types.
 - b. Receipts for purchases of food/non-food items used in the meal preparation.
 - c. Personal enrollment data sheet for each child. The facility representative will promptly advise the sponsoring institution about any change in the number of children enrolled for care or in the facility's approved licensing capacity.
 - d. Will have Income Eligibility forms on all free and reduced children in care.
 - e. Attendance of enrolled children.
 - f. If more than one time of feeding for any meal, shift explanation with times of meal service.
 - g. Maintain all CACFP records for 5 years.
2. Facility staff agrees to attend training sessions provided by their sponsor no less than annually.
4. The facility representative understands that visits will be made unannounced. The official making a visit will show photo identification demonstrating employment with one of the above mentioned entities. Visits will be conducted at a minimum of three (3) times per year.
5. The facility representative agrees to notify the sponsoring institution in advance whenever the center is planning to be closed. If an unannounced visit is conducted by a representative of the sponsoring institution or the Special Nutrition Programs when the facility is closed (and the facility has not notified the sponsor), corrective action will be required.
6. The facility representative agrees to make all required meal documentation available to the sponsoring institution by the _____ day of each month.
7. The facility representative agrees to serve meals that meet the CACFP component and quantity requirement for the ages of children being served. Only meals meeting the meal requirements set by USDA may be claimed for reimbursement.
8. The facility agrees to serve meals to all enrolled children without regard to race, color, sex, age, national origin, or disability.
9. No separate charge for meals will be permitted.
10. If so instructed by the sponsoring institution, it is the facility's representative's responsibility to distribute to parents a copy of the sponsoring institution's notice to parents.
11. The facility representative or the sponsoring institution may terminate this Agreement to participate in the CACFP for cause or convenience. .

CERTIFICATION STATEMENT

WE CERTIFY that we will comply with the rights and responsibilities outlined in this Agreement. The facility's representative also certifies that this facility is not currently participating in the Child and Adult Care Food Program under any other sponsoring institution.

AUTHORIZED SIGNATURE – SPONSORING INSTITUTION	DATE
SIGNATURE – FACILITY REPRESENTATIVE	DATE

