

CACFP Agreement # \_\_\_\_\_ Provider # \_\_\_\_\_

Name of On-Site Provider (Last, First, MI) <i>Complete DOH-5155 if Owner/Operator is different</i>			Business Name			Owns/operates more than 1 home <input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address		City	State	Zip	Provider Date of Birth		County Code	
Physical Address of Day Care Home (if different)		City	State	Zip	Day Care Location Phone		Cell Phone	
Ethnic Information ( <i>choose one</i> ) <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino			Racial Information ( <i>choose at least one</i> ) <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or other Pacific Islander <input type="checkbox"/> White					
<b>DAY CARE HOME:</b> The reason for this application <input type="checkbox"/> New to the Program Pre-Approval Date _____ <input type="checkbox"/> Transferred from another Sponsoring Organization <i>Attach Provider Transfer Form &amp; state the last month/year claimed _____</i>								
<b>LICENSE/REGISTRATION:</b> Provider is <input type="checkbox"/> Licensed <input type="checkbox"/> Registered <input type="checkbox"/> Enrolled ( <i>must be enrolled to care for a subsidized child</i> ) <input type="checkbox"/> Military <input type="checkbox"/> Tribal License/Registration/Notice of Enrollment Number _____ Capacity _____ Effective Date _____ Expiration Date _____								

**TIERING**

The Provider is (*check one*)  **TIER I**  **TIER II** See Below

The Provider is **TIER I** because (*check one*)

Income Qualified (**IQ**) (verified **DOH-4161** on file) (*renewed yearly*)

Categorically Eligible (**CE**) (verified **DOH-4161** on file) (*renewed yearly*)

Area School (**AS**) **BEDS Code** \_\_\_\_\_  
(renewed every 5 years)

Area Census (**AC**) **Census Code** \_\_\_\_\_  
(renewed every 5 years)

**TIER I Status** Start Date \_\_\_\_\_ End Date \_\_\_\_\_

If the Provider is **TIER II**, this reimbursement option is selected

Sponsor collects and verifies a DOH-4160 annually for each child and determines eligibility for all enrolled children

Sponsor collects CE information from CE households annually for each child

Provider will receive TIER II rates for all meals served

I, the **Day Care Home Provider or Owner/Operator**, certify that the Application and Agreement has been read and explained to me by the Sponsor Representative identified on this form. I also certify that I am not participating in the Child and Adult Care Food Program under any other Sponsoring Organization. I understand that meals claimed are reimbursed with Federal funds. I also understand that any deliberate misrepresentation of Program 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 the Application and Agreement.

\_\_\_\_\_  
Signature of Day Care Home Provider or Owner/Operator

\_\_\_\_\_  
Date  
*(to be dated by the Provider)*

**HOURS OF OPERATION AT DAY CARE HOME**

Opens \_\_\_\_\_ AM / PM Closes \_\_\_\_\_ AM / PM

Day Care Home Operates Shifts  Yes  No

Weekend Care  Sat  Sun Holiday Care  Y  N

**MEAL SERVICE TIMES**

Breakfast		Breakfast <i>Shift Time</i>	
AM Snack		AM Snack <i>Shift Time</i>	
Lunch		Lunch <i>Shift Time</i>	
PM Snack		PM Snack <i>Shift Time</i>	
Supper		Supper <i>Shift Time</i>	
LN Snack		LN Snack <i>Shift Time</i>	

*It is important to accurately state times of meals service and shift times for meals if Provider operates shifts.*

**NUMBER OF RESIDENT CHILDREN ENROLLED**

*Foster		*Provider's Own/Resident	
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\*Are Provider's Resident and/or Foster children eligible based on the **DOH-4161**? (*DOH-4161 is renewed yearly*)

Is this form on File?  Yes  No

On behalf of the **Sponsoring Organization**, I certify that I have read and explained this Application and Agreement to the Day Care Home Provider or Owner/Operator 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 the Application and Agreement. This agreement remains in effect until terminated by either party.**

I, the Sponsor Representative, have reviewed the agreement on the back of this application with the Provider.

\_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Date  
*(to be dated by the Sponsor Rep)*

Approved beginning date \_\_\_\_\_  Not Approved  Closed as of \_\_\_\_\_  Terminated as of \_\_\_\_\_ INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

This institution is an equal opportunity provider.

## SECTION A – RIGHTS AND RESPONSIBILITIES – SPONSORING ORGANIZATION

1. The Sponsoring Organization agrees, in accordance with CACFP regulations, to:
  - a. Train the Day Care Home Provider or Owner/Operator and On-Site Provider (if applicable), hereinafter referred to as Provider, before beginning participation in the CACFP so the Provider is knowledgeable about the rules and regulations of the Program and the completion of required records.
  - b. Offer additional training sessions at least once a year, scheduled at a time and place convenient to the Provider.
  - c. Inform the Provider of the Sponsoring Organization's policies regarding CACFP.
  - d. Respond to a Provider's request for assistance with program requirements.
  - e. Distribute CACFP record keeping forms to the Provider.
  - f. Reimburse Provider at the prevailing reimbursement rate within five (5) days of receipt of check from New York State. Reimbursement is subject to verification that all meals claimed and reimbursed meet Program requirements. Monthly reimbursement checks will be issued to the On-Site Provider listed on the most recent On-Site Provider Addendum (DOH-5155).
2. The Sponsoring Organization will visit the Provider, during normal hours of childcare operations, to review meal service and the Program records at least three (3) times per year. At least two (2) visits must be conducted unannounced.
3. The Sponsoring Organization may terminate this Agreement with the Provider when the Provider:
  - a. Moves the day care home to a new location.
  - b. Transfers the CACFP participation to another Sponsoring Organization.
  - c. Closes the day care home (e.g., is no longer providing childcare).
  - d. Is terminated for cause or convenience.
  - e. Is reactivating after not participating for six (6) months or more.
4. The Sponsoring Organization must give the Provider the right to appeal prior to termination and disqualification for cause, or for suspension.
5. The Sponsoring Organization may not charge any Provider a fee for participating in CACFP or for the cost of administering the Program.
6. The Sponsoring Organization must inform any Tier II Providers of their right to choose a reimbursement rate option; receive Tier II reimbursement rates for all children in care or receive mixed Tier I and Tier II reimbursement rates.
7. The Sponsoring Organization must allow the Provider to transmit completed income eligibility information to the Sponsoring Organization.

## SECTION B – RIGHTS AND RESPONSIBILITIES – DAY CARE HOME PROVIDER OR OWNER/OPERATOR

1. The Day Care Home Provider or Owner/Operator and On-Site Provider, hereinafter referred to as Provider, agrees, in accordance with the CACFP regulations, to:
  - a. Attend training prior to participation in the CACFP and as required by the Sponsoring Organization. The Sponsoring Organization will specify the number of hours/sessions of training required per year.
  - b. Serve meals that meet the CACFP requirements for the ages of the children being served. The Provider may claim only one meal per child at each meal service. All children claimed must be enrolled in day care according to NYS Office for Children and Family Services (OCFS) requirements. The Provider will not receive reimbursement for meals served to persons who are over 13 years of age or older except as permitted in Number 11.
  - c. Maintain the following daily records and submit to the Sponsoring Organization:
    - 1) The menu served to enrolled children at each meal each day
    - 2) The number of enrolled children present daily
    - 3) The number of meals served to enrolled children at each meal service
  - d. The Provider must inform the Sponsoring Organization immediately upon a change in:
    - 4) On-Site Provider by submitting a revised On-Site Provider Addendum (DOH-5155)
    - 5) Approved capacity
    - 6) Place or residence or location
    - 7) Income eligibility
    - 8) Telephone number
    - 9) Meals and snacks to be claimed
    - 10) Name change
    - 11) Hours of operation
    - 12) Number of program participants, including foster children; and current enrollment information for participants
    - 13) Number of days that care will be provided and/or if care is provided on Saturday and Sunday
    - 14) License, registration, enrollment by OCFS, local DSS, New York City Department of Health and Mental Hygiene, or other government agency
2. The Provider shall make attendance and menu records available to the Sponsoring Organization as required by the Sponsoring Organization. No menus will be accepted for reimbursement after thirty (30) days from the last day of the month for which reimbursement is being claimed. The Sponsoring Organization will specify when menu records must be submitted.
3. The Provider may claim meals served to the Provider's own enrolled child(ren) or foster child(ren) only if income eligible as documented by completing form DOH-4161. The Provider may claim meals served to income-eligible enrolled child(ren) when there is at least one (1) enrolled non-resident child present and being claimed at the same meal service.
4. The Provider will allow each and every representative from the Sponsoring Organization, New York State Department of Health and United States Department of Agriculture and other state and federal offices to come into their home during normal hours of operation and have access to the meal service and records. Visits may be announced or unannounced.
5. The Provider must notify the Sponsoring Organization in advance whenever they are planning to be out of their home during the meal service period. Meals will be disallowed if prior notification is not made.
6. The Provider must serve meals to all enrolled children without regard to race, color, national origin, sex, age or disability and must accommodate special dietary requirements.
7. The Provider may terminate this Agreement to participate in the CACFP with or without cause.
8. The Provider may transfer to another Sponsoring Organization no more than once every 12 months.
9. The Provider shall have current licensing approval, registration or enrollment in accordance with state regulations and be in compliance.
10. The Provider may not charge separately for meals or snacks.
11. The Provider may be reimbursed for meals served to enrolled migrant children up to 15 years of age. Meals served to enrolled, functionally-impaired persons 13 years of age or older may be reimbursed when there is at least one (1) enrolled non-resident child present and being claimed at the same meal service. Portion sizes and meal components must be in accordance with applicable meal patterns.
12. The Provider must, if instructed by the Sponsoring Organization, distribute parent information about CACFP and other benefit programs.