



PERMANENT SPONSOR/FAMILY DAY CARE HOME AGREEMENT

This agreement is made and entered into by and between the Yours for Children, Inc. (YFCI) 303-313 Washington St. Auburn, MA 01501.
Sponsor

and _____ whose address is _____ MA _____
Family Day Care Provider Street City/Town Zip

- The family day care provider named above shall agree to:**
1. Maintain enrollment forms **completed annually** for all children.
 2. Serve and record daily meals by type and attendance at meal service, to those children enrolled in the Family Day Care Program (inclusive of the provider's income eligible enrolled children) and submit by the 5th of the next month.
 3. Claim no more than three meals served per child per day, one of which must be a snack, of the following meal types; Breakfast, Lunch, Supper or Snack. Meals claimed are based on actual meals served during times specified on the Site Information form and per the parent/guardian signed enrollment form.
 4. Serve meals that meet the Child and Adult Care Food Program meal pattern, including a variety of nutritious foods.
 5. Provide adequate supervision during the meal service and report to the sponsor any meal service related problems.
 6. Record and maintain menu of the meal as planned prior to the meal service.
 7. Report to the sponsor any changes in the meal times and in the number of enrolled children, as attendance fluctuates.
 8. Report to the sponsor any changes in the licensing status of the family day care home including any action taken by licensing authority.
 9. **Sign NO agreement to participate with any other sponsor in the Child and Adult Care Food Program without prior termination of the sponsor-site agreement with this sponsor. (VIOLATION OF THIS CLAUSE WILL RESULT IN FORFEITURE OF THE RIGHT TO CACFP PARTICIPATION FOR A PERIOD OF TIME TO BE DETERMINED BY THE STATE AGENCY.)**
 10. **Understand procedure for terminating participation with the sponsor and the one time per year opportunity to change sponsoring agencies.**
 11. Maintain no separate meal charge to those enrolled children who receive meals.
 12. Claim NO meal reimbursement for those children who are not enrolled in the family day care home, or for meals served at any one time to children in excess of the home's licensed authorized capacity.
 13. Report meals served to provider's income eligible children (or foster children) living in the provider's home, only if the enrolled children who live outside the provider's home are also served that meal, and only if the provider has met USDA Income Eligibility requirements.
 14. Allow authorized Program related personnel to visit, with or without prior notification, to review provider's records and meal service during the hours of Program operation.
 15. Receive and complete required training as specified by the sponsor.
 16. Notify sponsor in advance whenever the provider and children will be out of the home during the meal service.
 17. If so instructed by the sponsor, the provider is responsible to distribute to parents a copy of the sponsoring organization's notice to parents.

- Yours for Children, Inc. shall:**
1. With or without prior notification, exercise the right to visit the home, either alone or with State agency and/or USDA personnel. As part of the visit, as a minimum, provider records and meal services during the hours of program operation will be reviewed and parents of enrolled children may be contacted.
 2. Notify and train the family day care providers of all pertinent changes in the regulations of the Child and Adult Care Food Program and State agency policies and procedures including but not limited to procedures for termination of this agreement. Guarantee that each family day care provider will receive the required hours of mandated annual training.
 3. Forego charging the family day care home any fee for administration of the program.
 4. Provide family day care provider with prompt payment of food service monies in accordance with CACFP regulations, state and agency policy.
 5. Agree to reimburse the family day care provider according to current rates for a Tier I home, a Tier II home or a Tier II home with income eligible children as applicable. **(rates to be adjusted annually)**
 6. Inform providers about the opportunity to request an administrative review if the sponsoring organization issues a notice of proposed termination of the day care home's Program agreement, or if the sponsoring organization suspends participation due to health and safety concerns.
 7. Limit recruitment to providers who are not participating currently with another CACFP sponsor. If a provider is contacted but is already enrolled in the CACFP, cease conversation immediately.

Provider Number _____

Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

In accordance with Federal civil rights law and U.S. Department of Agriculture (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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may 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 complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, 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.

This institution is an equal opportunity provider.

July 2021

THE SPONSOR AND THE FAMILY DAY CARE PROVIDER AGREE TO COMPLY WITH ALL RESPONSIBILITIES AND REQUIREMENTS AS SET FORTH IN THE PROGRAM POLICIES AND REGULATIONS 7 CFR PART 226. REIMBURSEMENT WILL BE DISALLOWED AND/OR PROGRAM PARTICIPATION WILL BE TERMINATED IF THE PROVIDER OR SPONSOR DOES NOT COMPLY WITH THE PROVISIONS OF THIS AGREEMENT. UNLESS A SERIOUS DEFICIENCY DETERMINATION IS IN PROCESS OR PENDING, EACH RESERVES THE RIGHT TO TERMINATE THE AGREEMENT FOR CONVENIENCE UPON 30 DAY WRITTEN NOTIFICATION BY EITHER PARTY. ALL PROVISIONS HAVE BEEN REVIEWED AND EXPLAINED TO THE PROVIDER PRIOR TO SIGNATURE.

THE PROVIDER AGREES THAT THIS AGREEMENT WITH Yours for Children, Inc IS EFFECTIVE _____.

Signature of Family Day Care Provider _____ Date _____

Signature of Sponsor Representative _____ Date _____

THIS AGREEMENT IS BINDING UPON SIGNATURE OF BOTH PARTIES