

Children First  
 P.O. Box 862  
 Payson, AZ 85547



Provider KEEP  
 Yellow Carbon Copy  
 Revised/Approved  
 September 2008

1 (928) 468-8931

This institution is an equal opportunity provider.

1 (877) 468-8931

[www.inpayson.com/childrenfirst](http://www.inpayson.com/childrenfirst)

fax: 1-928-468-8351

[daycarechildrenfirst@hotmail.com](mailto:daycarechildrenfirst@hotmail.com)

### Permanent Agreement Between Children First and Day Care Home Provider

The agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between Children First and Provider's Name \_\_\_\_\_

*Although the agreement is permanent, it does not remove the right of the sponsoring organization to terminate a day care provider for cause or convenience. The day care home provider continues to have the right to transfer sponsors in accordance with current regulation. Sponsoring organizations will be permitted to amend the permanent agreement when a change in program policy occurs.*

It specifies the rights and responsibilities of Children First, Sponsoring Organization (SO) and the Provider as a participant in the United States Department of Agriculture's (USDA) Child and Adult Care Food Program (CACFP).

#### Rights and Responsibilities of Children First:

1. The SO will train providers before they begin participating in the CACFP.
2. The SO must provide additional program training sessions at least one time per year. SO must ensure each provider receives a minimum of 2 hours of nutrition training annually.
3. The SO agrees to respond to a provider's request for technical assistance.
4. The SO agrees to provide CACFP record keeping forms to the provider.
5. The SO agrees to disburse reimbursement payments to the provider within five (5) working days after receiving the CACFP funds from the Arizona Department of Education. All program payments are contingent upon the availability of Federal Funds.
6. The SO agrees not to charge a fee to the provider for CACFP program services, SO will not impose fees for Program Administrative Services.
7. The SO has the right to recover costs incurred for regulating the CACFP. These cost include advance operational costs incurred with the provider's consent for fingerprinting or inspection fees according to the following terms and conditions. Fees will be recovered from providers reimbursement until the total amount due has been recovered. No more than 50% of each month's reimbursement will be recovered at a time, unless provider termination or suspension occurs; in which case 100% of the advance operational costs will be recovered: \_\_\_\_\_
8. Representatives from SO, USDA and Arizona Department of Education have the right to visit family or group day care homes to review their meal service and the meal records during their hours of child care operations. Visits may be announced or unannounced.
9. The SO may terminate this agreement to participate in the CACFP for cause or convenience. Prior to termination for cause the SO must provide provider with written corrective action that includes the deficiency, appropriate corrective action and consequences if corrective action is not taken and provider appeal rights to request administrative review. The Arizona Department of Education must be notified prior to termination for cause. Notice of intent to terminate must be submitted in writing. If participation is terminated for cause, the provider may be placed on the USDA National Disqualified List for a period of 7 years. SO may drop a provider for convenience at any time, 15 days from the date of notification will be considered official drop for convenience date. Providers may subsequently enroll with another SO if dropped for convenience.
10. If the immediate safety of a child is in jeopardy suspend the provider. SO must have valid supporting documentation. If the provider is suspended due to health and/or safety concerns the provider may request an administrative review in accordance with CFR 226.6 (1) (2).
11. The SO will review the enrollment applications for accuracy during monitoring visits, and update the enrollment forms as needed.
12. The SO will determine if the provider is a Tier I or Tier II home in accordance with CFR 226.18 (b) (11).
13. The SO will advise Tier II providers on the three options for receiving reimbursement from which the provider may select 226.18 (b) (11).
14. The SO, upon request from Tier II providers, will distribute and collect income applications and determine the income eligibility of enrolled children and / or to identify categorical eligible children.
15. The SO will not make eligibility information concerning individual households available to day care home providers unless the household has given a waiver to the SO to release the information to the provider.
16. The SO will limit the use of eligibility information to persons directly connected with the administration and enforcement of the program. If recalculation is made, all providers must be recalculated.
17. The SO must recalculate at least every six months a mixed Tier II provider's blended or percentage rate. The SO may choose to recalculate more often.

**Rights and Responsibilities of the Child Care Home Provider:**

1. The provider is required to keep daily records of:

<p>a. The menu served to child care children at each meal each child;</p> <p>b. The number of meals served at each meal service, updated daily;</p>	<p>c. The names of the children served at each meal;</p> <p>d. The number of all children present each day;</p> <p>e. Enrollment forms for all children in care;</p> <p>f. Parent/guardian sign in and out forms.</p>
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2. The provider may claim meals served to enrolled children (or foster children) living in the provider's home only if enrolled children who live outside the provider's home are also served that meal. Only one (1) meal per child may be claimed at each meal service. No more than two (2) snacks and one (1) meal or one (1) snack and two (2) meals may be claimed for each participating child. School age children may not be claimed for meals if those meals are available at school.
3. The provider may claim meals meeting program guidelines for a child living in his / her home if the child meets the definition of "provider's own" and the provider is income eligible.
4. The provider must participate in a minimum of 2 hours of CACFP related and approved training annually.
5. The provider must allow representatives from the SO, USDA, and Arizona Department of Education to come into the provider's home for the purpose of reviewing the CACFP operations and/or records. This will be done no less than three (3) times a year and may be announced or unannounced. Provider must notify the SO in advance if they will not be home, for any reason during normal meal service hours, as reviews are done at these times. If the provider is not available at the time of an attempted visit, then meals that would have been served during that time will be disallowed.
6. The provider must tell the SO, upon changes, of the names of any children added or dropped from the enrollment for child care, or if there are any changes in the home's certificate or approval status. The provider understands that he / she may be terminated immediately for cause if the license or certificate is revoked or if a fingerprint card is denied due to criminal history.
7. The provider must make the meal count and menu records available to the SO by the **3<sup>rd</sup>** day of each month. Failure to do so may result in **LATE PAYMENT**.
8. The provider must serve meals at the times designated on their application. The meals must meet the CACFP requirements for the ages of children being served. Upon changes, the provider must notify the SO of any and all changes to the meal service time.
9. The provider may terminate this agreement to participate in the CACFP. Termination notification must be submitted in writing and becomes effective the day of receipt. Once participation has terminated, the provider will not be eligible to participate under a new SO for 30 calendar days. Provider with a DPS issued fingerprint card may continue without being fingerprinted. Providers without DPS issued card must be fingerprinted.
10. The provider may transfer to another SO only one time within a federal fiscal year (October 1 to September 30).
11. The Provider must serve meals to all enrolled children without regard to sex, race, color, age, disability, or national origin. Any person who believes that he / she have been discriminated against in any USDA - related activity should write immediately to the Secretary of Agriculture, Washington, DC 20250. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.
12. The provider will serve the same meal to all enrolled children in attendance at no separate charge.
13. The Tier II provider must select one of the three options for reimbursement. The decision is binding for one year.
14. The provider may be held responsible for payments of any over claims that occur due to misclassification or meal count errors.
15. The provider has the opportunity to request an "appeal" administrative review if the SO issues a notice of proposed termination of the provider's agreement, or if the SO suspends participation due to health and safety concerns, in accordance with CFR 226.6(l)(2). The provider must be given a copy of the administrative review procedures in a language he/she understands.
16. If instructed by its SO the provider is responsible to distribute to day care parents a copy of the SO notice health and/or safety concern.
17. The provider agrees to submit to the SO a copy of the fingerprint eligibility card issued by the Department of Public Safety. The provider has 90 days from their program application date to submit a copy of a valid fingerprint card to SO's. If the provider fails to do so, reimbursement will be discontinued and the provider will be suspended.
18. The provider must offer parents/guardians of enrolled children the opportunity to review information related to the Women, Infants and Children (WIC) program.
19. The provider must provide parents/guardians of enrolled children information on the CACFP and information on how to contact the provider's SO as well as the Arizona Department of Education.
20. The provider must certify that he/she has never been terminated for cause or on the basis of fraud from any other publicly funded program.

*I certify I will comply with the rights and responsibilities outlined in this agreement and that I am not participating in the CACFP under any other Child Care Home Sponsor.*

Provider Signature \_\_\_\_\_ Date \_\_\_\_\_

Children First Representative \_\_\_\_\_ Date \_\_\_\_\_

White Copy: Mail to Children First Office.

Yellow Copy: Provider to keep in (clear sleeve labeled PERMANENT AGREEMENT) Child Care Manual.

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