



**NEW JERSEY DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD AND NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM**

**POLICY: CACFP Agreement between the Sponsoring
Organization and Unaffiliated Day Care Center(s)**

The agreement specifies the rights and responsibilities of the Sponsoring Organization and the Center as participants in Child and Adult Care Food Program (CACFP) for the purpose of providing nutritious meals to participants in licensed day care centers. The CACFP Agreement between the Sponsoring Organization and the Day Care Center has been converted to a permanent agreement as part of the renewal process effective September 30, 2012. Therefore, **BE SURE TO REVIEW AND MOVE THE 2012 SPONSOR/CENTER AGREEMENTS FORWARD WITH YOUR CURRENT CACFP FILES.** The “permanent” agreement does not guarantee a center/program the right to participate in CACFP in perpetuity; it simply relieves the Sponsor and center/program from the paperwork burden of submitting an agreement every year for the annual renewal process. Any changes in approval criteria will be communicated via a copy of an updated addendum and/or Schedule A. Such updated or other required documents shall be considered a modification for the duration of this agreement.

Be sure to review the following Rights and Responsibilities of the Sponsoring Organization and the Day Care Center as part of your annual training requirements.

THE SPONSORING ORGANIZATION AGREES TO:

1. **Inform centers of CACFP eligibility to become an independent sponsor free of charge by accepting full administrative and financial responsibilities for activities related to the Child and Adult Care Food Program by contacting (609) 984-1250.**
2. In accordance with Child and Adult Care Food Program regulations,
 - a. Accept final financial and administrative responsibility for program operations in all centers under its jurisdiction.
 - b. Train and maintain written documentation of training in program requirements before centers begin participating in the Child and Adult Care Food Program and serve as Liaison with the Child and Adult Care Food Program office.
 - c. Offer additional training sessions and respond to a center’s request for technical assistance scheduled at a time and place convenient to center administrators.
 - d. Provide Child and Adult Care Food Program record keeping forms (including the *Justice For All* poster) to the center.
 - e. **(When Applicable)** - Distribute an advance to the center within 5 working days after receiving advance funds from the Child Care Food Program. If reimbursement is owed to the center in addition to the advance payment, the sponsoring organization will pay the center, the remainder of the food service rate for each meal served to enrolled participants 5 days after the sponsoring organization has received payment from the Child Care Food Program (Center administrator and the CACFP office must be notified in writing of any fee for service and/or changes in fees charged to centers related to the Child and Adult Care Food Program).
 - f. Ensure that all meals claimed for reimbursement are served **free of charge** to enrolled participants without regard to race, color, national origin, sex, age or disability and that all meals claimed meet the meal requirements in the Child Care Food Program regulations.
 - g. Ensure that enrolled participants meet the age requirement of persons, age birth to 12, migrant children birth up to 16, and disabled children.
 - h. Maintain family size and income data for each participant enrolled for care.
3. Conduct and maintain written documentation of pre-approval visits for prospective new centers and review new programs within four weeks of operation.
4. Monitor day care centers a minimum of 3 reviews per year to review meal services, program records, and procedures during the hours of care. **These visits may be announce or unannounced.** A copy of each monitoring report will be forwarded to the executive director upon completion of each review.
5. Notify centers of any changes in program regulations applicable to the Child and Adult Care Food Program. (**Note:** the sponsor reserves the right to make changes to this agreement subject to changes in program requirements and regulations).
6. The sponsoring organization will establish a procedure to provide an appeal process for the center. The hearing officer must be independent of the immediate sponsoring organization staff.

THE CENTER AGREES TO:

1. Maintain required current certificates, licenses, permits, approvals and to maintain Child and Adult Care Food Program records of:
 - a. **Posted Pre-planned Dated Menu** - What is served to the day care children at each meal service each day.

- b. **Meal Count Records** – An accurate count of meals served to participants at the point of each meal service.
 - c. **Daily Attendance** - The number of enrolled participants who are present each day (Not to exceed the maximum license capacity at any given time for each age group).
 - d. **Delivery Receipts** (Vended Programs) – The list of each menu component, portion size and number of portions delivered for each approved meal.
 - e. **Medical Documentation** – (*When Applicable*) Written statement from a recognized medical authority for menu substitutions because of medical needs to include recommended alternate foods.
2. Claim approved meals only served to enrolled participants. Only one meal per participant may be claimed at each meal service. A total of 3 meals may be claimed for each participant each day; these may be any combination of meal types except breakfast, lunch, and dinner.
 3. Attend training sessions required by the sponsoring organization.
 4. Submit annually, days when centers will be closed for holidays and summer. Emergency closings must be reported per occurrence.
 5. Allow representatives (*with photo identification*) from the Sponsoring Organization, State agency, the Department, and other State or Federal officials to come into the center during normal hours of day care operations for the purpose of reviewing the food program operations and required records as needed. These visits may be announce or unannounced. All CACFP records must be retained for a period of 5 years after the date of the final month of operation.
 6. Notify sponsoring organization, without delay, the names of any participant added to or dropped from the enrollment for day care, or if there are any changes in the center's license status.
 7. Submit eligibility application for each enrolled participant, meal count, menu records, and attendance records to the sponsoring organization by _____ day of each month. Failure to do so may result in an interruption of meal service.
 8. Serve meals that meet the Child Care Food Program requirements for the ages of participants being served.
 9. Provide meals **free of charge** to all enrolled participants without regard to race, color, national origin, sex, age, or disability.
 10. Display the *Justice For All* poster in a prominent location accessible to parents and participants.
 11. Receive prior approval from sponsoring organization when meals claimed are served away from the facility.

BOTH THE SPONSOR AND CENTER AGREE TO:

The right of either to terminate this Agreement for cause or convenience.

- a. The sponsor agrees to give the center prior written notice of termination actions specifying when said action shall take place. Prior to termination, the sponsor will give the center administrator verbal warning and two written warnings specifying the reason for the action. A copy of written warnings will be forwarded to board president and the Child and Adult Care Food Program office upon issuance.
- b. The center agrees to give the sponsor at least two weeks written notice of withdrawal when said action shall take place.
- c. Termination of a center for cause shall be documented and maintained in the sponsor's file and sponsor will notify State Agency.
- d. Any appeal by the center of program actions is to be decided between the center and sponsor.