



Provider Number	
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CACFP SPONSOR-HOME PROVIDER AGREEMENT (Rev. 10/23)

Sponsoring Organization's Name		Sponsoring Organization's Address	
Home Provider's Name	Home Provider's Address		Provider's Birth Date

This Agreement by and between the above-named Sponsoring Organization (referred to as the "Sponsor") and the Family Day Care Home Provider (referred to as the "Home Provider" or the "Provider") is permanent unless amended by the Wisconsin Department of Public Instruction (DPI) or terminated by either party. It specifies the rights and responsibilities of the Sponsor and the Provider as participants in the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP), administered by the DPI. Program payments to both the Sponsor and the Provider are contingent upon the availability of federal funds.

***EFFECTIVE DATE OF AGREEMENT** *Mo./Day/Yr*

*The Effective Date of Agreement is the first date on which the Provider may claim meals. It must be the latest of the effective date of the Provider's license / certificate, pre-approval visit, or orientation unless otherwise approved by DPI.

RIGHTS AND RESPONSIBILITIES OF THE PROVIDER

In accordance with [7 CFR Part 226](#) regulations, the Provider agrees to:

1. Provide licensed or certified family child care in a private residence, not commercial property.
2. Submit, to the Sponsor, the family child care license or certificate (referred to as regulation) issued in the Provider's name. Promptly submit updates and notify the Sponsor of any change (*address, name, hours or days of operation, ages, capacity, closure*).
3. Enroll in the CACFP, at no charge, all enrolled children through 12 years old, infants, and of any age when having disabilities.
4. Annually update and maintain accurate enrollment information for each child (*current address; phone number; normal days or hours in care and meals served*). Promptly submit new children's CACFP enrollment forms and notify the Sponsor when no longer in care.
5. Submit Sponsor-specific documents required by the Sponsor (infant feeding agreements, special diet forms, special needs, etc.).
6. Serve meals to enrolled children without regard to [protected classes](#).
7. Prepare and serve meals that meet the CACFP meal pattern requirements and accurately record menus reflecting foods served.
8. Keep accurate daily records of attendance, menus, and meal counts of served meals by meal type and child's name or designation.
9. By the end of each operating day, record menus and meal counts of served meals by meal type and child's name or designation. Meals are non-reimbursable if both menus and meal counts are not recorded by the end of each respective day.
10. Notify the Sponsor in advance when planning to not be at home during the approved meal service times. If failing to do so and a review is conducted when nobody is home, the Sponsor must disallow reimbursement for meals typically served during that time.
11. Claim for reimbursement only Sponsor-approved meals served to children enrolled in and attending child care.
12. Claim for a meal served to a Provider's own child only when meeting the following criteria: Provider has a current Household Size-Income Statement correctly determined as eligible and approved by the Sponsor; the Provider's own child is enrolled in their child care; and at least one nonresidential enrolled child is present and participating in the same meal.
13. Claim meals within the Provider's regulation limits (*capacity, hours or days of operation, ages served*).
14. Post or distribute both of the following pieces of information to enrolled children's families: CACFP and its benefits (*Building for the Future* flier); and Women, Infants, & Children (WIC) program information and its current eligibility guidelines.
15. Complete required annual training no later than September 30, as specified by the Sponsor.
16. Retain and have ready-access to all CACFP records for the current fiscal year (*October-September*) plus three years back. The current and previous 12 months of records must be kept onsite; prior records may be kept offsite if readily accessible.
17. Assume full and final administrative and financial responsibility for the operation of the CACFP in the day care home.
18. Allow the Sponsor, USDA, DPI, and other State/Federal officials to complete announced and unannounced reviews with access to meal services and all required CACFP records onsite for review any time during hours of operation and household contacts.
19. Submit monthly reimbursement claims (meal counts, menu records, etc.) to the Sponsor by the following day of each month:
Submit claims by the: of each month.

SIGNATURES

WE HEREBY CERTIFY that the information on this form is true and correct to the best of our knowledge, and that we will comply with the rights and responsibilities outlined in this Agreement. The Provider also certifies that they are not participating in the CACFP under any other Sponsor. We understand that the state agency and USDA officials may, for cause, verify information. We also understand that this information is being given in connection with the receipt of federal funds, and that deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes.

Signature of Sponsor's Authorized Representative	Signature Date
Provider's Signature	Signature Date

CACFP SPONSOR-HOME PROVIDER AGREEMENT (Cont'd)

RIGHTS AND RESPONSIBILITIES OF THE SPONSOR

In accordance with [7 CFR Part 226](#) regulations, the Sponsor agrees to:

1. Enter into an agreement only with a Provider who is currently licensed or certified (regulated) for family child care.
2. Before approving a new Provider to begin participation:
 - A. Train the Provider in Program requirements, as specified in CACFP regulations.
 - B. Conduct an on-site pre-approval visit at the Provider's home to verify it is equipped to prepare and serve meals.
 - C. Complete the CACFP Home Provider Application and this CACFP Sponsor-Home Provider Agreement with the Provider.
 - D. Submit the Provider's application information and current child care regulation electronically to DPI for approval.
3. Inform Tier 2 Providers of their meal reimbursement options for meals served to their enrolled children.
4. Upon request by Tier 2 Providers, collect Household Size-Income Statements from their enrolled children's families for potential Tier 1 meal rate eligibility.
5. Supply each Provider with pieces of information (*paper copies as needed*) and ensure they post or distribute both to their enrolled children's families: the CACFP and its benefits (*Building for the Future* flier); and WIC program and its current eligibility guidelines.
6. Provide all CACFP recordkeeping forms to the Provider.
7. Not charge a fee to Providers for CACFP administrative services or pass administrative costs on to Providers, e.g., require Providers to print their own forms to meet Program requirements.
8. Maintain current CACFP enrollment records for all enrolled children, which must include for each child:
 - A. Most current address and phone number;
 - B. Information on normal days and hours of care and meals normally received while in care; and
 - C. Be updated annually with a household member's signature and date.Do not reimburse for meals served to children without current CACFP enrollment records.
9. Assure that all meals claimed for reimbursement meet the following requirements:
 - A. Are served to enrolled children without regard to race, sex (including gender identity and sexual orientation), disability, color, age, or national origin, or reprisal or retaliation for prior civil rights activity.
 - B. Are served only to children with current enrollment records;
 - C. Are served to children through the age of 12 years, children of migrant workers through the age of 15 years, or children with disabilities of any age (when mostly caring for children through the age of 18 years)
 - D. Meet the CACFP meal pattern and recordkeeping requirements;
 - E. Are not in excess of the authorized capacity at any given time as determined by applicable child care regulation rules; and
 - F. Are for no more than two meals and one snack or two snacks and one meal per child per day.
10. Disburse to Providers the full amount of CACFP payments received from DPI within five working days of receipt.
11. At minimum, train all Providers annually and respond to Providers' technical assistance requests.
12. Issue, to monitors for identification during reviews, photo identification verifying they are Sponsor employees.
13. Conduct on-site reviews of CACFP operations, on required elements specified in CACFP regulations, at each Provider's home at least three times each year during the Provider's hours of operation. At least two of the three reviews must be unannounced. One of the unannounced reviews must be conducted during an approved meal service with children present.
14. Disallow reimbursement for meals served prior to the day of the review when menus and/or meal counts by meal type and child's name/designation have not been recorded by the Provider as of the review day.
15. Conduct household contacts of enrolled children in accordance with CACFP regulations and DPI's requirements.
16. If detecting one or more serious deficiencies during a review, conduct the next review as unannounced. Serious deficiencies for Providers are those set forth [7 CFR 226.16\(l\)\(2\)](#).

RIGHTS AND RESPONSIBILITIES OF BOTH THE SPONSOR AND PROVIDER

Provider Transfer Requirements

A transfer is defined as a Provider terminating their Agreement with one Sponsor to join under another Sponsor without any lapse in Program participation. A Provider is limited to one transfer per year except under extenuating circumstances, such as termination of the Sponsor's Agreement with DPI or other circumstances as defined by DPI. The Provider must meet the criteria specified on the [Home Provider-Sponsor Transfer Request form](#) and complete and submit the form according to its instructions to be eligible for a transfer. The new Sponsor must complete the requirements specified in the [Sponsor's Rights and Responsibilities \(#2\)](#) within this Agreement before the Provider can be approved to start participating under their sponsorship.

Termination

- A Provider in good standing may terminate this Agreement for convenience at any time upon ten days written notice but forfeits the right of Program participation with another Sponsor for a minimum of one full calendar month.
- The Sponsor or Provider may terminate this Agreement upon ten days written notice for cause or convenience.

Administrative Review

The Sponsor must offer appeal procedures when issuing a Notice of Proposed Termination and Disqualification from the CACFP to Provider, including when it involves a suspension due to imminent threat to the health and safety of children and/or the public. A Provider's appeal request must be reviewed by an administrative review official designated by the Wisconsin Sponsors Forum, whose decision must be the final determination offered to the Provider.

Both Sponsor and Provider must permanently retain a copy of this Agreement If using NCR (carbon) form: White—Sponsor Canary-Provider

[This institution is an equal opportunity provider](#)