



**CONTINUOUS APPLICATION AND AGREEMENT
for Day Care Home Participation**

Name of On-Site Provider (Last, First, MI) _____ Owns/operates more than 1 home
 Complete CACFP-160 if Owner/Operator is different Yes No

Mailing Address _____ City _____ State _____ Zip _____ Provider DOB _____

Physical Address of Day Care Home (if different) _____ City _____ State _____ Zip _____ County Code _____

Business Name _____ Day Care Location Phone _____ Cell Phone _____

Ethnic Information (choose one) Hispanic/Latino Not Hispanic/Latino
 Racial Information (choose at least one) American Indian/Alaskan Native Asian Black/African American
 Native Hawaiian/other Pacific Islander White

DAY CARE HOME: The reason for this application
 New to the Program Pre-Approval Date _____
 Transferred from another Sponsoring Organization *Provider transfer form is attached and state the last month and year claimed* _____

LICENSE/REGISTRATION: Provider is
 Licensed Registered Military Tribal
 Enrolled (must be enrolled to care for a subsidized child)
 In-Process (date of IP letter _____)
 License/Registration/Notice of Enrollment
 Number _____ Capacity _____
 Effective Date _____ Expiration Date _____

HOURS OF OPERATION AT DAY CARE HOME
 Opens _____ AM / PM Closes _____ AM / PM
 Day Care Home Operates Shifts Yes No
 Weekend Care Yes No Holiday Care Yes No

MEAL SERVICE TIMES

Breakfast	Breakfast Shift Times
AM Snack	AM Snack Shift Times
Lunch	Lunch Shift Times
PM Snack	PM Snack Shift Times
Supper	Supper Shift Times
LN Snack	LN Snack Shift Times

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

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)

NUMBER OF RESIDENT CHILDREN ENROLLED
 Foster _____ *Provider's Own/Resident _____
 *Are Provider's Resident and/or Foster Children eligible based on the **DOH-4161**? (DOH-4161 needs to be completed on a yearly basis.)
 Is this form on file? Yes No

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 SNAP Eligible (**CE SNAP**) (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

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 _____

USDA is an equal opportunity provider and employer.

AGREEMENT BETWEEN SPONSORING ORGANIZATION AND DAY CARE HOME PROVIDER OR OWNER/OPERATOR

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 (CACFP-160).
2. The Sponsoring Organization will visit the Provider, during normal hours of child care operations, to review meal service and the Program records at least three (3) times per year. At least two 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 child care).
 - d. Is terminated for cause or convenience.
 - e. Is reactivating after not participating for six 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 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:
 - 1) On-Site Provider by submitting a revised On-Site Provider Addendum (CACFP-160)
 - 2) Approved capacity
 - 3) Place or residence or location
 - 4) Income eligibility
 - 5) Telephone number
 - 6) Meals and snacks to be claimed
 - 7) Name Change
 - 8) Hours of Operation
 - 9) Number of Program participants, including foster children; and current enrollment information for participants
 - 10) Number of days that care will be provided and/or if care is provided on Saturday and Sunday
 - 11) License, registration, enrollment by OCFS, local DSS, New York City Department of Health, 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 the age of 15. Meals served to enrolled functionally impaired persons over the age of 12 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.