

**MISSISSIPPI DEPARTMENT OF EDUCATION
OFFICE OF CHILD NUTRITION
PERMANENT AGREEMENT BETWEEN SPONSOR AND PROVIDER**

1. Organization: Physical Address: Mailing Address: City: State: Zip:	2. Provider: SS#: Physical Address: City: State: Zip: Phone Number: DOB:
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3. Hours of care: _____ : _____ _____ : _____	4. M-F 5 DAYS _____ DAYS S-S 7 DAYS	5. 52 WKS 51 WKS 50 WKS _____ WKS
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6. WHICH MEALS YOU WILL SERVE TIMES MEALS SERVED BEGIN END A. BREAKFAST _____ B. A.M. SNACK _____ C. LUNCH _____ D. P.M. SNACK _____ E. SUPPER _____	7. STAFF CHILD RATIO AGES ENROLLED CHILDREN RACIAL DATA ETHNIC DATA 1. _____ CAREGIVER'S OUTSIDE B W A AI O H NH 2. _____ CAREGIVER'S OUTSIDE B W A AI O H NH 3. _____ CAREGIVER'S OUTSIDE B W A AI O H NH 4. _____ CAREGIVER'S OUTSIDE B W A AI O H NH 5. _____ CAREGIVER'S OUTSIDE B W A AI O H NH
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8. NAME OF SECOND CAREGIVER, IF REQUIRED: _____

9. Are services available without discrimination on the basis of race, color, national origin, sex, age or disability? YES NO

10. Is the "...and Justice for All" statement displayed? YES NO

11. Considering the ages of the children	and the size of the group, are	space and the arrangement	of equipment adequate for:
1) Periods of Play? YES NO	2) Periods of rest? YES NO	3) Periods of privacy? YES NO	4) Periods of dining? YES NO

12. Does the equipment arrangement permit an unobstructed view of all the children at all times? YES NO

13. Where is the home telephone located? _____

14. Is the Caregiver knowledgeable of available resources to meet medical, dental, and other health needs of the children? YES NO

15. Is there an established procedure to ensure prompt notification of the parent/guardian in the event of an emergency? YES NO

16. Is there an established procedure to ensure prompt medical treatment in case of emergency? YES NO

17. Is each child observed daily for any indication of difficulties in social adjustment, illness, neglect or abuse and is appropriate action initiated, if needed? YES NO

18. Are there procedures for referring families of children in care to appropriate local health and social service agencies? YES NO

19. Are first aid supplies in a container and readily available? YES NO

20. Are parents provided with the opportunity to observe their children at any time? YES NO

1. The Provider CERTIFIES that the information in this Application is true and correct.
2. The Provider also CERTIFIES that he/she is not participating in the Child and Adult Food Program under any other sponsoring organization.
3. The Sponsor and Provider CERTIFY that we will comply with the rights and responsibilities of the Agreement on the back of this form.
4. The Sponsor CERTIFIES that this home is approved as: **Tier I Tier II Mixed**

This determination is based on: **school data census tract data meal application**

We understand that this information is being given in connection with the receipt of Federal funds; the Federal or State officials may, for cause, verify information; and that deliberate misrepresentation may subject us to prosecution under applicable State and Federal criminal statutes.

Beginning Date _____, 20 _____

SIGNATURE OF AUTHORIZED SPONSOR REPRESENTATIVE DATE	SIGNATURE OF DAY CARE HOME PROVIDER DATE
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The Agreement specifies the rights and responsibilities of the Sponsoring Organization and the Provider as participants in the United State Department of Agriculture's (USDA) Child and Adult Care Food Programs.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

1. In accordance with Child and Adult Care Food Program regulations, the sponsoring organization agrees to:
 - a. Train providers before they begin participating in the Child and Adult Care Food Program.
 - b. Offer additional training sessions scheduled at a time and place convenient to their providers.
 - c. Respond to a provider's request for technical assistance.
 - d. Provide Child and Adult Care Food Program recordkeeping forms to the provider.
 - e. Not charge a fee to the provider for CACFP participation, services or supplies.
 - f. Distribute reimbursement payments to the providers within (5) working days after receiving notification of the receipt of payment from the State Agency.
 - g. Assure that all meals claimed for reimbursement are served to enrollees without race, color, national origin, sex, disability or age and that all meals claimed meet the meal requirements in the Child and Adult Care Food Program regulations.
 - h. Be available via a toll-free telephone line and office ours to providers during the hours and days of care of children.
 - i. Maintain an up-to-date provider log by recording data at the time telephone calls regarding changes are received from providers.
 - j. Determine status of homes as Tier I, Tier II or Mixed based on appropriate data and assure that there will be no identification of Tier I and Tier II enrollees in day care homes.
 - k. Inform Tier II providers of their options to request that the sponsor distribute/collect meal applications, determine the income eligibility of enrollees, or determine categorically eligible children for Tier I reimbursement rate; or to waive application and claim Tier II reimbursement rates.
 - l. Establish an administrative review (appeal) process for provider termination and withholding program payments.
 - m. Maintain a record of all amendments to the provider's permanent agreement.
 - n. Ensure that providers are not participating with more than one sponsor.

RIGHTS AND RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER

2. In accordance with Child and Adult Care Food Program regulations, the provider agrees to:
 - a. Keep daily records of:
 1. Food served to the day care enrollees at each meal each day.
 2. The enrollees who are present each day.
 3. The number of meals served to enrollees at each meal service.
 - b. Claim only one meal per enrollee at each approved meal service. If a Tier I home, claim meals served to enrollees or foster children living in the provider's home only if a child who lives outside the provider's home is also served that meal and the inside children are eligible based on the Day Care Homes Meal Application. If a Tier II home, claim no meals for inside children.
 - c. Call the sponsor to report any changes in hours of care and days of care.
 - d. Attend training sessions required by the sponsoring organization.
 - e. Allow representatives from the Sponsoring Organization, the Office of Child Nutrition and its representatives, the Department, and other State and Federal Officials to conduct announced or unannounced reviews of its operations.
 - f. Tell the sponsoring organization, without delay, the name of any children added to or dropped from the enrollment in the day care home.
 - g. Make the attendance an actual meal count records for the program month available to the sponsoring organization after the month's last meal is served. Failure to do so may result in the loss of payment for that month.
 - h. Serve meals, which meet the Child and Adult Care Food Program requirements for the ages if enrollees that are being served and record menus in the menu book immediately after meal service.
 - i. Serve meals to all enrollees without regard to race, color, national origin, sex, age or disability.
 - j. Participate with only one sponsoring organization at a time.
 - k. Agree to not transfer to another sponsoring organization during the current program year.

THE PROVIDER HAS THE RIGHT TO APPEAL A PROPOSED TERMINATION BY STATE AGENCY OR SPONSORING ORGANIZATION.

THE PROVIDER OR THE SPONSORING ORGANIZATION MAY END THIS AGREEMENT TO PARTICIPATE IN THE CACFP FOR CAUSE OR CONVENIENCE.