

**DELAWARE DEPARTMENT OF EDUCATION CHILD AND ADULT CARE FOOD PROGRAM  
UNAFFILIATED CENTER PROGRAM or AT RISK AFTER SCHOOL PROGRAM  
REIMBURSEMENT PROVIDED TO CENTER  
SPONSORING ORGANIZATION/CENTER AGREEMENT (CASH)  
(The center is a legally distinct entity from the sponsoring organization)  
[Revised 2-2-2006]**

**Instructions:** Sponsor must complete the blank boxes under #10 and 14 "Rights and Responsibilities of the Center" prior to giving this Agreement to the center administrator to read and sign. Two copies should be made of the agreement. The original should be given to the center. The sponsor shall retain one copy on file and mail the other copy to the State Agency.

**RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION**

In accordance with Part 226 of the Child and Adult Care Food Program (CACFP) regulations the Sponsoring Organization agrees to:

1. Represent the center/site for the purpose of participation in the CACFP including the preparation and processing of the DELAWARE CACFP reimbursement forms.
2. Claim meals/snacks for reimbursement for only those centers/sites listed on the approved site list issued by the State Agency.
3. Claim meals/snacks for reimbursement for only those meals/snacks documented as actually served at the center/site, not the number of meals/snacks delivered.
4. Ensure center completes all requirements for updating expired license with the Delaware Department of Children Youth and their Families (DSCYF) Office of Child Care Licensing, other licensing requirements based on site operation or if not subject to licensing, ensures completion of annual local health/sanitation and fire safety inspections. Provides said copies of new license or inspections to the State Agency. Renewals will be kept on file with Sponsor.
5. Submit claims for reimbursement for only reimbursable meals/snacks served to participants to the stated license capacity, or if not subject to licensing, up to the capacity listed on the center's certificate of occupancy.
6. Train center/site staff on the CACFP recordkeeping requirements and meal pattern requirements of the CACFP prior to participation in the Program. Offer annual training to appropriate staff from each center and continue to offer additional training as needed and required by the staff.
7. Respond to a center's/site's request for technical assistance.
8. Develop and provide CACFP recordkeeping forms for centers/sites and written internal and external procedures to operate program.
9. Review all CACFP records generated at the center to ensure accuracy and that all these records meet Program requirements.
10. Conduct a pre-approval visit for all prospective new centers to discuss CACFP benefits and requirements and to ensure the staff is capable of operating the food service program.
11. Conduct review of newly participating centers/sites within four weeks of the beginning of program operation. Conduct a minimum of three reviews per year to each center during the hours of operation to review their meal service meal participation procedures and other records to show non-profit food service status. These visits may be announced or unannounced.
12. Implement acceptable accounting practices to record income and expenditures for internal records control and also for center/site records.
13. Assure that all meals/snacks claimed for reimbursement are served; At Risk Afterschool Snack facilities: to children through 18 years of age or under and mentally or physically disabled persons as defined by the state who are participating at a child care facility serving a majority of persons 18 years of age and under; regular child care center or outside-school hours care centers: to children through 12 years of age, and the children of migrant workers through 15 years of age, mentally or physically disabled persons as defined by the state who are participating at a child care facility serving a majority of persons 18 years of age and Adults who are functionally impaired or 60years of age or older enrolled in an adult day care center.
14. Meal limitation provision; At Risk Afterschool facilities: no more than one supper and one PM snack shall be claimed per child per day; regular child care center or outside-school hours care centers: no more than three meals per day per child shall be claimed, and if claiming three meals, one must be a snack.
15. Assure that all meals claimed for reimbursement are served to eligible participants without regard to race, color, national origin, sex, age or disability and that all meals claimed meet the requirements in the CACFP Regulations.
16. Disburse reimbursement payments to center/site within five (5) working days of the receipt of reimbursement from USDA; reimbursement payments shall be based upon meals times rates earnings minus the sponsor's administrative services fee.

**RIGHTS AND RESPONSIBILITIES OF THE CENTER/SITE**

In accordance with Part 226 of the Child and Adult Care Food Program (CACFP) regulations the center/site staff agrees to:

1. Participate in training provided by the Sponsoring Organization.
2. Maintain and provide to the sponsor a copy of the center's license with the DE OCCL or other required licensing, or if not subject to licensing, ensure completion of annual local health/sanitation and fire safety inspection, and provides copies to sponsoring organization; promptly corrects any violations cited.
3. Promptly inform the Sponsoring Organization of changes in the number of children/adults participating, meal times, shifts, days of operation and change in center/site address.
4. Allow representatives from the Sponsoring Organization, DE State Agency and United States Department of Agriculture to enter the center for the purpose of reviewing the CACFP operations; monitoring visits may be announced or unannounced.

5. Maintain accurately completed records of daily attendance separate from meal counts.
6. Maintain accurately completed records of daily meal counts taken at or near the time of service.
7. Maintain accurately completed records of all menus served to participants for each meal service.
8. Maintain accurately completed records of all food service operating costs
9. Serve meals/snacks at no charge which meet CACFP meal pattern requirements for participants.
10. Mail or deliver attendance records, meal counts, menus, and records of food service operating costs to the sponsoring organization by the \_\_\_\_\_day of each month.
11. Claim reimbursement for participants served at any one meal service up to the authorized license capacity of the center, or if not subject to licensing, up to the maximum capacity listed on the center's certificate of occupancy.
12. Assure that all meals/snacks claimed for reimbursement are served; At Risk Afterschool Snack facilities: to children through 18 years of age or under and mentally or physically disabled persons as defined by the state who are participating at a child care facility serving a majority of persons 18 years of age and under; regular child care center or outside-school hours care centers: to children through 12 years of age, and the children of migrant workers through 15 years of age, and mentally or physically disabled persons as defined by the state who are participating at a child care facility serving a majority of persons 18 years of age and under and adults who are functionally impaired or 60 years of age or older enrolled in an adult day care center.
13. Assure that all meals claimed for reimbursement are served to eligible participants without regard to race, color, national origin, sex, age or disability and that all meals claimed meet the requirements in the CACFP Regulations.
14. Agrees to pay the Sponsoring Organization a fee of \_\_\_\_\_% of the snack/meal reimbursement to cover administrative services. This rate cannot be changed without the consent of the center, and the approval of USDA.

**We agree that this is a permanent and binding agreement and can be terminated after a minimum of one year by either party with written notice. Either party may terminate any time during the first year subject to State Agency approval.**

**CERTIFICATION**

We CERTIFY that, within the last seven years, neither the center nor any center employee or board member has been convicted of a criminal offense; and that no center employee or board member has been associated with an organization terminated from CACFP for failure to correct serious deficiencies

We CERTIFY that, during the last seven years, neither the center nor any of its principals have been convicted of any activity that indicated a lack of business integrity. Activities that indicate a lack of business integrity include, but are not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims or obstruction of justice.

We CERTIFY that this center has not been disqualified from participation in any other publicly-funded program for violating that program's requirements. "Publicly-funded program" means any program or grant funded by Federal, State or local government.

We CERTIFY that the center is not participating in the CACFP under any other sponsoring organization. We Further Certify that all of the above information is true and correct to the best of our knowledge and that we will comply with the rights and responsibilities as outlined in this Agreement. We understand that this information is being given in connection with the receipt of federal funds that Department or sponsoring organization officials may, for cause, verify information; and that deliberate misrepresentation may subject us to prosecution under applicable State and Federal criminal statutes. We further certify that if the center is found in Serious Deficiency and terminated from CACFP that this will result in placement on the National disqualified list and will not be allowed to participate in any Federal Programs. We further certify that the center has not previously been terminated from CACFP participation for cause in Virginia or any other state.

We further certify that this program is made available to all eligible participants. In accordance with federal law and U.S. Department of Agriculture policy, discrimination is prohibited 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, Room 326 – W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

NAME AND ADDRESS OF CENTER	NAME AND ADDRESS OF SPONSOR
NAME AND TITLE OF CENTER ADMINISTRATOR	NAME AND TITLE OF SPONSOR REPRESENTATIVE
SIGNATURE OF CENTER ADMINISTRATOR	SIGNATURE OF SPONSOR REPRESENTATIVE
DATE: _____	DATE: _____