

DELAWARE DEPARTMENT OF EDUCATION
CHILD AND ADULT CARE FOOD PROGRAM (CACFP)
SPONSORING ORGANIZATION/UNAFFILIATED CENTER AGREEMENT (No Cash)

FOR AT RISK AFTER SCHOOL PROGRAM(S) OR OTHER UNAFFILIATED CENTER PROGRAM(S)

(Agreement to be established between the Sponsor and Unaffiliated Center(s) (legally distinct entity from the sponsoring organization) opting for disbursement of reimbursement.)

Instructions: Sponsor must complete the blank boxes under #5 “Rights and Responsibilities of the Center Administrator” and #9 “Rights and Responsibilities of the Center” prior to giving this Agreement to the center administrator to read and sign. The original Agreement should be signed by the unaffiliated center executive officer and the designated sponsor representative. The original should be retained by the Unaffiliated Center with one legible copy to the sponsor and one legible copy to the DOE.

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 for the purpose of participation in the CACFP including the preparation and processing of the DOE reimbursement forms.
2. Prepare and deliver meals/snacks to center that comply with CACFP meal requirements.
3. Claim meals/snacks for reimbursement for only those sites listed on the approved site list issued by DOE.
4. Claim meals/snacks for reimbursement for only those meals/snacks documented as actually served at the center, *not the number of meals/snacks delivered.*
5. Adjust the number of meals/snacks prepared and delivered within ____ hours of being notified of a change by center.
6. Ensure center completes all requirements for updating expired license with the Delaware Office of Child Care Licensing (DE OCCL), or if not subject to licensing, ensures completion of annual local health/sanitation and fire safety inspections. Provides copies of new and/or renewal license or inspections to DOE.
7. Submit claims for reimbursement for only reimbursable meals/snacks served to children up to the DE OCCL license capacity, or if not subject to licensing, up to the capacity listed on the center’s certificate of occupancy.
8. Train center 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.
9. Respond *promptly* and *effectively* to a center’s request for technical assistance.
10. Develop and provide CACFP recordkeeping forms for sites and written internal and external procedures to operate the Program.
11. Review all CACFP records generated at the center to ensure accuracy and that all these records meet Program requirements.
12. Conduct a pre-approval visit for all prospective *new* centers to discuss CACFP benefits and requirements and to ensure staff is capable of operating the food service program.
13. Conduct review of newly participating centers within four weeks of the beginning of program operation. Conduct a minimum of three reviews per year to each center during the hours of child care 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**.
14. Implement acceptable accounting practices to record income and expenditures for internal records control and also for site records.
15. Assure that all meals/snacks claimed for reimbursement are served to children through 18 years of age or under and mentally or physically handicapped 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.
16. Assure that the center is open to all children without regard to race, color, national origin, age, sex or disability.

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RIGHTS AND RESPONSIBILITIES OF THE CENTER

In accordance with Part 226 of the Child and Adult Care Food Program (CACFP) regulations the center 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 Delaware Office of Child Care Licensing (DE OCCL), or if not subject to licensing, ensure completion of annual local health/sanitation and fire safety inspection, and provides copies to sponsoring organization; promptly correct any violations cited.
3. Promptly inform the Sponsoring Organization of changes in the number of children enrolled, children participating, meal times, shifts, days of operation and change in center address.
4. Allow representatives from the Sponsoring Organization and Department of Education and its representatives to enter the center for the purpose of reviewing the CACFP operations.
5. Maintain accurately a roster of participants enrolled at the center, updating as required (daily, weekly, and/or monthly).
6. Maintain accurately completed records of daily attendance separate from meal counts.
7. Maintain accurately completed records of daily meal counts taken *at the point of service*.
8. Maintain accurately completed records of all menus served to children for each meal service.
9. Serve meals/snacks at no charge which meet CACFP meal pattern requirements for children.
10. Mail or deliver enrollment records, attendance records, meal counts, and menus to the sponsoring organization by the _____ day of each month.
11. Claim reimbursement for participating children served at any one meal service up to the authorized DE OCCL 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. Open the center to all children without regard to race, color, national origin, age, sex or disability.
13. Claim meals/snacks served to children through 18 years of age or under and mentally or physically handicapped persons of any age as defined by the state who are participating at a child care facility serving a majority of persons 18 years of age and under.

We agree that this is a permanent and binding agreement and can be terminated by either party with written notice.

CERTIFICATION: We certify that we will comply with the rights and responsibilities outlined in this Agreement. The center administrator certifies that the center is not participating in the Child and Adult Care Food Program under any other sponsoring organization. The Sponsoring Organization and center administrator understands that this Agreement is for the receipt of federal funds and that deliberate misrepresentation may subject them to prosecution under applicable state and federal criminal statutes.

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: _____