Ohio Department of Education ~ Office for Child Nutrition
Child and Adult Care Food Program

SEPARATE ENTITY AGREEMENT

Directions:
1. The sponsor and an entity (center/site) with separate legal identities must complete this agreement each year as part of the annual application and during the fiscal year when changes to the contract are mutually accepted. The agreement and any revision must be signed by the authorized representatives of both organizations. The sponsor will provide U.S.D.A. Child and Adult Care Food Program (CACFP) benefits to the entity through the sponsor's approved contract with the Ohio Department of Education, Office for Child Nutrition [authority for the CACFP, 7CFR 226]
2. Sponsor, complete number 22 a-e before giving the entity representative a copy to review.
3. Entity, on page 3, completes number 13.
4. After both parties discuss and sign the agreement, the sponsor will retain the original on file and send copies to the entity and the Ohio Department of Education (ODE), Child and Adult Care Food Program.

These institutions are equal opportunity providers.

RIGHTS AND RESPONSIBILITIES OF THE SPONSOR

In accordance with CACFP regulations 7CFR 226 and state agency policy, the sponsor agrees to:

Administration

1. Accept final administrative and financial responsibility for CACFP operations for each sponsored entity.
2. Operate in compliance with all nondiscrimination laws, regulations, instructions, policies and guidelines. As well as compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies instructions, and guidelines.
3. Reserve the right to revise the agreement, subject to change in CACFP regulations and state agency policy. Inform the entity in a timely manner of any changes applicable to their participation.
4. Reserve the right to terminate the entity for cause or convenience.
5. Conduct a preapproval review of the new entity to discuss CACFP requirements and evaluate whether the proposed food service is within the capability of the staff and entity to successfully operate.
6. Will not submit a new or renewing site application on behalf of a site if the site or any of its principals is on the National Disqualified List.
7. Ensure the entity has a current license from either the Department of Job and Family Services or the Ohio Department of Education, or current CACFP alternate approval documents such as Food Service License or Health Inspection Report and Fire Inspection Report or other certifications of eligibility that allow them to operate their program.
   NOTE: Provide ODE/OCN with a copy of the current license or alternate documents.
8. Represent the entity with the Office for Child Nutrition, ODE, for the purpose of participating in CACFP benefits. This includes submitting the annual application, notifying the entity of any change in operational policies affecting the entity, preparing and submitting monthly claims and forms, and completing food procurement procedures, if applicable.
9. Establish household contact system to verify attendance and income information of enrolled children per State agency criteria.
10. Ensures and certifies that the monthly claim is correct prior to submitting the claim to ODE and records are available to support that claim.
11. Maintain a non-profit CACFP food service and monitor the unaffiliated sites' nonprofit food service.
12. Maintain all of the required records and documentation as listed in CFR 226.15 (e).

Accountability

13. Establish and use acceptable accounting practices to record income and expenditures for internal control and entity records.
14. Develop and provide the entity with CACFP record keeping forms and written procedures to operate the program.

Claim Procedures

15. Conduct edit checks for approved meal types, total numbers of meals claimed and block claims prior to submitting claims for reimbursement for the approved entity.
16. Claim enrolled participants in the free or reduced category only when valid income eligibility applications are on file with the sponsor. Homeless shelters, After School at Risk Programs and federal Head Start children certified to meet income criteria do not need valid income forms.
17. Keep enrollees' income eligibility application information confidential by limiting access of information to persons directly connected with administering and monitoring the CACFP.

Training and Monitoring

18. Train entity staff on CACFP regulation, state agency policy, record keeping, meal pattern and service requirements before participation. Provide at least **one** training each fiscal year and technical assistance as often as required to be in compliance with CACFP requirements. Keep forms documenting trainer, participants, training content, date and location for all training and technical assistance. Sponsor monitoring staff must receive CACFP training.
19. Ensure that centers collect enrollment forms annually for Child Care Centers and Head Start programs (other program types exempt).
20. Conduct monitoring reviews of the entity to evaluate compliance with required review elements per CACFP regulations 226.16 (d) (4) (i) – (ii) each CACFP fiscal year: Reviews of sponsored centers (Adult, Child care and Head Start centers, Emergency Shelters, Outside-school-hours centers, At-Risk centers and Youth Development centers) must be made at least three times each year with not more than six months between reviews. At least two reviews must be unannounced. At least one unannounced review must include observation of a meal service. A new entity must be reviewed within the first four weeks of CACFP operation. Review averaging option may be used: two unannounced reviews must be completed for compliant centers and more reviews at non compliant centers but still averaging a total of three reviews completed per center.
21. Make all CACFP records requested for review by authorized representatives of ODE and USDA available in a timely manner. Allow ODE and USDA representatives access to the sponsor facility to review records during normal business hours.

Meal Service and Reimbursement Distribution

22. Provide meal service and disburse CACFP reimbursement according to the following. Any change requires a revised, signed Agreement with copies distributed to the entity and state agency before the effective date of the change. <u>Mark (X) yes or no for a thru e.</u>
    - a. ☐ yes ☐ no Entity will pay all food and CACFP administrative costs and the Sponsor will distribute 100% of the CACFP reimbursement to the entity within 5 working days after receiving funds from ODE.
    - b. ☐ yes ☐ no Entity will pay all food costs and the Sponsor will charge the entity an administrative fee of **_____%** (maximum 15%) of the entity's monthly meal reimbursement. The remaining balance of the CACFP reimbursement will be distributed to Entity within 5 working days after receiving funds from ODE.
    - c. ☐ yes ☐ no Sponsor will pay all food and CACFP administrative costs and will not disburse payments to the entity.
    - d. ☐ yes ☐ no Sponsor has a written policy regarding the ability to invoice site for excess meals ordered. If yes, send policy to State agency for approval.
    - e. ☐ yes ☐ no Sponsor has withholding procedures in addition to the 15% of meal reimbursement. If yes, send policy to State agency for approval.

ENTITY RIGHTS AND RESPONSIBILITIES

NOTE: The entity has the right to make application to the state agency on their own behalf as an independent sponsor.

In accordance with CACFP 7CFR 226 and state agency policy, the entity agrees to:

Eligibility

1. [If applicable] Pay the sponsor the agreed percentage fee entered in number 22-b for the cost of program administration, see the reverse side of this form.
2. Provide the sponsor with site information for CACFP application purposes. Promptly inform the sponsor of any change in site operation procedures including mealtime, meal types, days of operation, unexpected closings, and change of address.
3. Provide the sponsor with a copy of the current Department of Job and Family Services or Ohio Department of Education child care license or Passport Contract, or CACFP alternate approval documents for CACFP application purposes. Continue to provide updated license or alternate approval documents when change occurs in licensed capacity, expiration date or owner.
4. Provide the sponsor with documentation for the annual CACFP application if the entity is exempt from licensing: participant enrollment form, current food service license or satisfactory health inspection report and current fire/building safety permit or satisfactory inspection report [as applicable to the program type.]

Health and Safety

5. Comply with all local and state health department regulations concerning site licensing or inspections regarding food storage, preparation, service and sanitation.
6. Comply with capacity requirements specified for the facility by the license or alternate approval documents.

Civil Rights/Equal Opportunity

7. Display the *And Justice for All* poster in a prominent public area.
8 Serve meals, hire staff, recruit volunteers without discrimination as to race, color, national origin, age, sex, or disability.

Training and Monitoring

9. Attend annual and periodic CACFP training as required by the sponsor.
10. Allow representatives from the sponsor, Ohio Department of Education, and U. S. Department of Agriculture and other State or Federal officials to make announced or unannounced reviews of child or adult care CACFP operations during normal business hours and that anyone making such a review must show photo identification that demonstrates that they are employees of one such entity.

Claim Procedures

11. Distribute, collect, and categorize income eligibility applications for enrolled participants, if applicable.
12. Distribute and collect CACFP enrollment forms for each child on an annual basis, if applicable.
13. Mail or deliver menus, meal counts, daily attendance records, income eligibility applications, and other required records to the sponsor by the **_____day of each ☐ week OR ☐ month.**
14. Keep accurate records for each meal type including menus and point of service meal counts for participants and program staff. A maximum of two meals and one snack or two snacks and one meal may be claimed daily for each participant. Homeless shelters may claim a maximum of three meals; After School at Risk Programs may claim p.m. snack and a meal.
15. Submit for reimbursement meal counts for only meals and snacks that have been approved in CRRS by the State agency.

Meal Planning and Service

16. Date and post menus. Portion size must be identified on menu for the ages served. Food substitutions or additions must be listed.
17. Prepare and/or serve meals that meet CACFP meal pattern and portion size requirements for the ages served.
18. Follow procedures to order meals established by the sponsor if meals are not prepared on site. Sign and maintain all delivery slips.
19. Serve meals at an OSH or Youth Development center according to any time restrictions established by the State agency.
20. Record point of service meal counts only for enrolled participants 12 years old and under; After School at Risk programs and Homeless/Emergency Shelters through 18 years; children of migrant workers 15 years and under; and disabled persons, as defined by Ohio law, enrolled in an institution or child care facility serving a majority of persons 18 years of age and under. For adult care: record point of service meal counts for functionally impaired adults and adults aged 60 and above. Both age groups must live in private residences, not institutional settings.
21. Claim second meals only if served as complete meals with all required meal components. Reimbursement for complete second meals will be calculated by the state agency at a maximum two-percent allowable meal count for each meal type. Second meals cannot be claimed for infant meals and meals served family style.

PURSUANT TO THIS AGREEMENT, FINDINGS OF SERIOUS DEFICIENCY WILL BE FINDINGS AGAINST BOTH SPONSOR AND ENTITY

CERTIFICATION: We certify we will comply with all rights and responsibilities outlined in this Agreement. We understand the Agreement is permanent and binding, but can be terminated by either party with written notice. The entity representative certifies the entity is not participating in the CACFP under any other sponsor. Sponsor and entity representatives understand the Agreement is for receipt of federal funds and deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes.

AUTHORIZED REPRESENTATIVES:
The individuals signing below have authorization to commit the sponsor and entity to legal and binding agreements.

Effective Date: **Ending Date:**

SITE NAME:	**SPONSOR NAME:**
Address:	**Address:**
City: **ZIP**	**City:** **ZIP**
Print Name &Title of Authorized Representative:	**Print Name &Title of Authorized Representative:**
Signature: **Date:**	**Signature:** **Date:**

USDS is an equal opportunity provider and employer. Rev. 8/2013