Ohio Department of Education Office for Child Nutrition SCHOOL FOOD AUTHORITY PERMANENT AGREEMENT

(ISSUED FISCAL YEAR 2009, REVISED APRIL 2011)

SFA IDENTIFICATION INFORMATION		
School Food Authority/Sponsor Name:		County
Address	City	Zip Code
Federal Tax I.D. Number:		School District IRN

General Information and Instructions: This is an agreement between the Ohio Department of Education (ODE) [hereafter referred to as the State Agency, (SA)] and the School Food Authority (SFA) identified above to participate in one or more of the following United States Department of Agriculture (USDA) nutrition programs administered by the SA.

Please read and sign last page. Mail two original signature copies to the Office for Child Nutrition.

Program	Federal Regulation	Catalog of Federal Domestic Assistance (CFDA)Number
National School Lunch Program (NSLP)		
Afterschool Care Snack Program	7 CFR 210, 245	10.555
School Breakfast Program	7 CFR 220, 225	10.553
Special Milk Program	7 CFR 215, 245	10.556
Child and Adult Care Food Program	7 CFR 226	10.558
Summer Food Service Program	7 CFR 225	10.559
Commodity Distribution Program	7 CFR 250	10.550

Each SFA is responsible to administer programs funded under this Agreement in accordance with provisions of the USDA/Food and Nutrition Service (USDA/FNS) instructions, guidance, SA policies, and federal regulations 7 CFR:

The SFA will be responsible for knowing and following the regulations for each separate Child Nutrition Program that the SFA participates.

Definitions:

"Covered Programs" means those child nutrition programs that SFA has applied for and for which SFA has received ODE approval. Covered programs may be any combination of the following programs: National School Lunch Program and/or After-school Care Snack Program, School Breakfast Program, Food Distribution Program, Child and Adult Care Food Program and Summer Food Service Program.

"Participants" means children who are eligible to participate in covered programs.

"School Food Authority" (SFA) means, as defined in National School Lunch Program regulations 7 CFR 210.2: The governing body which is responsible for the administration of one or more schools; and has the legal authority to operate child nutrition programs therein or be otherwise approved by USDA to operate the Program. School means: (a) An educational unit of high school grade or under, recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings: (b) any public or nonprofit classes of preprimary grade when they are conducted in aforementioned schools; or (c) any public or nonprofit private residential child care institution, or district part of such institution, which operates principally for the care of children, and if private, is licensed to provide residential child care services under the appropriate licensing code by the State or an subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes.

"State Agency" (SA) means the state administer agency of USDA Child Nutrition Program. In Ohio the SA is the ODE, Office for Child Nutrition.

A. GENERAL CONDITIONS:

- 1. Any SFA listed in the application and approved by the SA shall be part of this Agreement.
- 2. The Agreement shall be effective from the date the Agreement and specific Program Application is approved by the SA. The SA's agreement to reimburse the SFA is contingent upon continued availability of Federal funds appropriated to the Federal Child Nutrition Programs. No legal liability on the part of the Government for payment of any money shall arise unless and until such appropriations have been approved. Reimbursement is contingent on the required applications, documentation and reports being submitted to the SA before the stated deadline established for each separate Child Nutrition Program.
- 3. This Agreement remains in effect until terminated by either party. Terms of the Agreement may be modified or terminated by mutual written consent between the SA and SFA. SFAs shall be given written notice in advance of the effective date of an amendment. No termination, suspension or expiration of this Agreement shall affect the obligation of the SFA to maintain records and to make such records available for audit.
- 4. The SFA has the right to appeal decisions made by the SA that effect their participation in the program or claim for reimbursement.
- 5. The SA, the USDA, and other State or Federal officials have the right to make announced or unannounced reviews of SFA operations during the normal hours of SFA operations and that anyone making such review must show photo identification that demonstrates that they are employees of one of these entities.

B. THE SFA AGREES TO:

Comply with the program(s) statues and regulations in accordance with provisions of the USDA/Food and Nutrition Service (USDA/FNS) instructions, guidance, SA policies, and federal regulations. This agreement incorporates the statutory and regulatory provisions applicable to covered programs by reference.

The SFA will be responsible for knowing and following the regulations for each separate Child Nutrition Program that the SFA participates in.

In accordance with 7 CFR 210.9, all SFA operating one or more of the aforementioned programs must enter into a written agreement with the SA. This agreement shall provide that each SFA shall, with respect to participating schools under its jurisdiction:

- (1) Operate a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues set forth in regulations and the limitations on any competitive school food service as set forth in regulations.
- (2) Limit net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service.
- (3) Maintain a financial management system as required under USDA regulations and prescribed by the SA.
- (4) Serve meals and if applicable, after-school program snacks which meet the minimum meal pattern requirements set forth in regulations.
- (5) Price the meals as a unit.
- (6) Serve meals free or at a reduced price to all children who are determined by the SFA to be eligible for such meals under federal regulations.
- (7) Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with federal regulations. Agree that the SFA official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in federal regulations governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in federal regulations. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, and penalties specified in federal regulation shall apply.
- (8) Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by the SA.
- (9) Submit Claims for Reimbursement in accordance with program regulations.
- (10) Comply with the USDA regulations regarding nondiscrimination.
- (11) Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement.
- (12) Enter into an agreement to receive donated foods as required by program regulations.
- (13) Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirements specified in program regulations.

- (14) Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA.
- (15) Maintain necessary facilities for storing, preparing, and serving food.
- (16) Upon request, make all accounts and records pertaining to its school food service available to the SA and to the USDA Food and Nutrition Service, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit.
- (17) Maintain files of currently approved and denied free and reduced price applications, respectively, and the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the Food Stamp Program, Food Distribution Program for Households on Indian Reservations (FDPIR), Temporary Assistance for Needy Families (TANF), or Ohio Works First (OWF) Program. If the applications and/or documentation are maintained at the SFA level, they shall be readily retrievable by school.
- (18) Retain the individual applications for free and reduced price lunches and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified in program regulations.
- (19) No later than December 31 of each year, provide the SA with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. The SA may designate a month other than October for the collection of this information, in which case the list must be provided to the SA within 60 calendar days following the end of the month designated by the SA. In addition, each SFA shall provide, when available for the schools under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.

C. SPECIFIC AFTERSCHOOL CARE REQUIREMENTS

Those school food authorities with eligible schools (as defined in program regulations) that elect to serve reimbursable meal supplements during afterschool care programs, as defined by 7 CFR Part 210 shall agree to:

- (1) Serve meal supplements which meet the minimum requirements prescribed in program regulations.
- (2) Price the meal supplement as a unit.
- (3) Serve meal supplements free or at a reduced price to all children who are determined by the SFA to be eligible for free or reduced price school meals under program regulations.
- (4) If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents.

- (5) Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement.
- (6) Claim reimbursement for no more than one meal supplement per child per day.
- (7) Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the school is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter.
- (8) Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts.

D. SPECIFIC SCHOOL BREAKFAST PROGRAM REQUIREMENTS

Those school food authorities with eligible schools (as defined in program regulations) that elect to serve reimbursable breakfast meals as defined in 7 CFR Part 220 shall agree to:

- (1) Operate a nonprofit school food service and use all revenues received by such food service only for the operation or improvement of that food service [Facilities, equipment, and personnel support with funds provided to a SFA under this part may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965.] Income received may not be used to purchase land or buildings or to construct buildings.
- (2) Serve breakfasts which meet the minimum requirements prescribed in program regulations during a period designated as the breakfast period by the school.
- (3) Price the breakfast as a unit
- (4) Supply breakfast without cost or at reduced price to all children who are determined by the SFA to be unable to pay the full price thereof in accordance with the free and reduced price policy statements approved in program regulations.

If charging for meals, the charge for a reduced price breakfast meal shall not exceed 30 cents.

- (5) Make no discrimination against any child because of his/her inability to pay the full price of the breakfasts.
- (6) Claim reimbursement at the assigned rates only for breakfasts served in accordance with program regulations.
- (7) Submit Claims for Reimbursement in accordance with program regulations.
- (8) Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement in program regulations.

- (9) Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by the SA, or USDA Commodity Food Program DO, where applicable.
- (10) Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA.
- (11) Maintain necessary facilities for storing, preparing, and serving food.
- (12) Maintain a financial management system as prescribed by the SA or USDA where applicable.
- (13) Upon request, make all accounts and records pertaining to its nonprofit school food service available to the SA, to FNS and to OA for audit or review at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
- (14) Retain the individual application for free and reduced price breakfasts submitted by families for a period of three years after the end of the fiscal year to which they pertain.
- (15) Comply with the requirements of the Department's regulations respecting nondiscrimination (7 CFR part 15).
- (16) Nothing contained in this part shall prevent the SA from imposing additional requirements for participation in the program which are not inconsistent with the provisions of this part.

E. SPECIFIC SPECIAL MILK PROGRAM REQUIREMENTS

Those school food authorities with eligible schools (as defined in program regulations) that elect to serve milk in accordance to the Special Milk Program regulations, 7 CFR Part 215 shall agree to:

- (1) Operate a nonprofit milk service. < However, school food authorities may use facilities, equipment, and personnel supported with funds provided to a SFA under this part to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 et seq.).>
- (2) If electing to provide free milk (i) serve milk free to all eligible children, at times that milk is made available to Non-needy children under the Program; and (ii) make no discrimination against any needy child because of his inability to pay for the milk.
- (3) Comply with the requirements of the Department's regulations respecting nondiscrimination (7 CFR part 15);
- (4) Claim reimbursement only for milk as defined in this part and in accordance with the provisions of § 215.8 and § 215.10;
- (5) Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by the SA or FNSRO where applicable;

- (6) Maintain a financial management system as prescribed by the SA or FNSRO where applicable;
- (7) Upon request, make all records pertaining to its milk program available to the SA and to FNS or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit:
- (8) Retain the individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

F. SPECIFIC CHILD AND ADULT CARE FOOD PROGRAM REQUIREMENTS

Governance and Fiscal

- (1) Show proof of federal tax exempt status at time of application. (For non-profit organizations only.)
- (2) Accept final administrative and financial responsibility to operate a non-profit food service program for total CACFP operations at all sites for which application has been made.
- (3) Comply with all state and local sanitation and health laws and regulations by maintaining proper standards of storage, preparation and service of food.
- (4) Comply with the Policy Statement regarding no separate identifiable charge made for meals served to any participant.
- (5) Claim no more than two meals and one snack or two snacks and one meal per participant per day (except at After School At-Risk and Emergency Shelters.
- (6) Claim second meals only if served as complete meals with all required meal components. Reimbursement for complete second meals will be calculated at a maximum two-percent allowable meal count for each meal type. Second meals cannot be claimed for infant meals, meals served family style or in After School At-Risk programs.
- (7) Comply with audit regulations effective July 1996 and stated in 7CFR Part 3052 for Audits of State and Local Governments and/or non-profit organizations if during the organization's fiscal year Federal funds received from all program total \$500,000 or more.
- (8) Make corrections identified in program reviews or audits within the specified time period and send verification to the SA as requested.
- (9) Return identified overpayments as required to the SA according to an approved repayment schedule.
- (10) Understand and agree any publication prepared by the Institution using CACFP monies, including copyrighted materials, may be freely copied by the SA or other CACFP participating Institution via the Uniform Federal Assistance Regulations, 3015.175b.

- (11) Abstain from using Federal funds to lobby Congress or any Federal agency.
- (12) Inform parents or guardians of children enrolled in CACFP facilities about the program and its benefits.

Application

- (13) Issue a public media release annually in areas from which the agency draws participants to announce the availability of CACFP meal benefits. (Emergency shelters for domestic violence are exempt from issuing a public release.)
- (14) Maintain current licensing or approval or applicable health and safety inspections/permits/exemptions.
- (15) Provide the SA with immediate notification of any change in the program including but not limited to change in owner, administrator, license, approval status or loss of records due to theft or acts of God.
- (16) Obtain SA approval for any new site or program type prior to initiating CACFP operation.
- (17) Submit vendor contract(s) to the SA for approval before beginning program operations under the contract (for vended programs only).

Records and Personnel Management

- (18) Provide adequate supervisory and operational personnel to manage the CACFP.
- (19) Provide and document that training in CACFP procedures and responsibilities is given to staff at site(s) before beginning CACFP program operation. Document that additional CACFP training is provided at least once annually.

THE MULTI-SITE INSTITUTION ALSO AGREES TO:

Governance and Fiscal

- (1) Disperse CACFP payments from the SA to sites under its jurisdiction within five working days when sites are responsible for payment of own food service costs.
- (2) Retain no more than 15 percent of CACFP reimbursement for administrative expenses. (This does not apply to Family Day Care Sponsors or Independent Institutions.)
- (3) Conduct and document pre-approval visit to each new site to verify the proposed food service is within the capability of the facility.
- (4) Certify all centers/sites under this agreement have the same legal identity, or for private non-profit Sponsors only, complete and submit the separate entity agreement to the SA if meals are claimed for a site or facility the Institution does not own.
- (5) Conduct and document monitoring reviews of food service operations to assess compliance with meal pattern, recordkeeping and other CACFP requirements.

A. Reviews of sponsored centers: Reviews must be made at least three times each year at each center. In addition:

- (a) at least two of the three reviews must be unannounced;
- (b) at least one unannounced review must include observation of a meal service;
- (c) at least one review must be made during the center's first six weeks of Program operation; and
- (d) not more than six months may elapse between reviews.

THE PRIVATE FOR-PROFIT INSTITUTION ALSO AGREES TO:

Governance and Fiscal

- (1) Certify that all private, for-profit child care centers or adult day care centers under its auspices received compensation for at least 25 percent of licensed capacity or enrolled participants during the month preceding application to the program through grants to the state under Title XIX or Title XX of the Social Security Act, or if 25 percent of licensed capacity or enrolled participants are eligible for free and reduced-price meals.
- (2) Claim reimbursement for meals served in any private, for-profit center for any month during which the center receive compensation for not less than 25 percent of its licensed capacity or enrolled participants; if 25 percent of licensed capacity or enrolled participants are eligible for free and reduced-price meals.
- (3) Certify all centers under this agreement have the same legal identity as the Institution.

THE AFTER SCHOOL AT RISK INSTITUTION ALSO AGREES TO:

Governance and Fiscal

- (1) Provide care and at least one educational or enrichment activity in a setting that is structured and organized.
- (2) Locate the site in the attendance area served by a school where at least 50 percent of enrolled children are certified for free and reduced-price meals.
- (3) Operate the program after the school day has ended within the regular school year including weekends, holidays and vacations. Sites located in an attendance area of a year-round school may operate and claim meals in the CACFP on a year-round basis.
- (4) Claim reimbursement for one snack, per participant, per day.
- (5) Claim snacks for all participants through 18 years of age at the free rate. However, if a student's nineteenth birthday occurs during the school year, reimbursement can be claimed for snacks served to that student during the remainder of the school year. Reimbursement may also be claimed for individuals, regardless of age, who are determined by the SA to be mentally or physically disabled.

THE EMERGENCY SHELTER INSTITUTION ALSO AGREES TO:

Governance and Fiscal

- (1) Claim reimbursement for meals or snacks only for children who are shelter residents.
- (2) Provide meals with the intent of serving no more than three meals or two meals and one snack or two snacks and one meal per child per day.
- (3) Provide and document all required components if infant meals are served in private family shelter quarters.

Records and Personnel Management

(4) Maintain daily roster of children receiving meals, total meal counts by types and numbers of non-program meals.

THE ADULT CARE SERVICE INSTITUTION ALSO AGREES TO:

Governance and Fiscal

- (1) Claim meals for adult participants who are functionally impaired or 60 years of age or older.
- (2) Exclude from claims any meals for which Title III-C funds of the Older Americans Act are received.

THE STATE AGENCY AGREES TO:

Governance and Fiscal

- (1) Comply with and meet all responsibilities and requirements set forth in 7CFR, Part 226, Child and Adult Care Food Program Regulations and any other USDA-CACFP issued instruction, policy or guidance.
- (2) Provide technical and supervisory assistance to Institutions.
- (3) Reimburse child care centers, Head Start centers, outside-school-hours centers, youth development centers, after school at risk centers, emergency shelters and adult care centers for meals based on the percentage of participants enrolled as free, reduced and paid enrollments (claiming percent).
- (4) Promptly investigate complaints received or irregularities noted in connection with operating the CACFP and take appropriate action to correct irregularities.
- (5) Conduct periodic CACFP management reviews of Institution; including site visits to assure compliance with 7CFR 226, Ohio Revised Code and SA policies.

Application

(6) Process the Agreement and Application for approval and renewal.

- (7) Review Institution documents to ensure compliance by child care centers, Head Start centers, outside school hours centers, youth development centers, after school at risk centers, emergency shelters, adult day care centers and family day care providers with licensing and approval requirements.
- (8) Conduct pre-operational reviews before approving Institutions to participate in the CACFP.

G. SPECIFIC DONATED FOOD PROGRAM REQUIREMENTS

Governance and Fiscal

- (1) Enter into an agreement to receive donated foods as required by 7 CFR part 250.
- (2) Agree to accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the U.S. Department of Agriculture Food Distribution Programs in accordance with 7 CFR 250.
- (3) Be responsible to ODE for any improper distribution or use of donated foods or for any loss of, or damage to, donated food caused by SFA's fault or negligence.
- (4) Have and preserve a right to assert claims against other persons to who donated foods are delivered for care, handling, or distribution.
- (5) Take actions to obtain restitution in connection with claims for improper distribution, use, or loss of, or damage to donated foods.

H. SPECIFIC SUMMER FOOD SERVICE PROGRAM REQUIREMENTS

The Sponsor:

Represents and warrants that it will accept final administrative and financial responsibility for total program operations and all sites listed within with the Application for Participation in accordance with the responsibilities and requirements specified under 7 CFR Part 225.6 (e).

In carrying out the Summer Food Service Program, the Sponsor agrees to:

- (1) Operate a nonprofit food service during any period:
- (a) from May through September for children on school vacation;
- (b) at any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
- (c) during the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the SA, a similar cause.
- (2) Serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the Sponsor, and serve the same meals to all children;

- (3) Serve meals without cost to all children, except camps may charge for meals served to children who are not served meals under the Program;
- (4) Issue a free meal policy statement in accordance with §225.6(c) as follows on page 3;
- (5) Meet training requirement for its administrative and site personnel, as required under Sec. 225.15(d)(1);
- (6) Claim reimbursement only for the type or types of meals specified in the approved application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the approved application and served without charge to children who meet the Program's income standards. The approved application shall specify the approved levels of meal service for the sponsor's sites if such levels are required under Sec. 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the SA;
- (7) Submit claims for reimbursement in accordance with procedures established by the SA, and those stated in Sec. 225.9;
- (8) In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
- (9) Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the Department;
- (10) Have access to facilities necessary for storing, preparing, and serving food;
- (11) Maintain a financial management system as prescribed by the SA;
- (12) Maintain on file documentation of site visits and reviews in accordance with Sec. 225.15(d)(2) and (3);
- (13) Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved:
- (14) Maintain children on site while meals are consumed; and
- (15) Retain final financial and administrative responsibility for its program.
- (16) Provide assurance that all children are served the same meals at no charge and that there is no discrimination in the course of the food service. If there is a substantive change in this policy statement, SFA must notify ODE and provide a revised policy statement at ODE's request.

I. POLICY STATEMENT FOR FREE AND REDUCED PRICE MEALS

(1) SFA assures ODE that it will:

- a. Determine eligibility for school meal benefits in accordance with 7 CFR 245. Provide free or reduced-price meals to participants unable to pay the full price, upon SFA's approval of a household's application for meal benefits as specified by program regulations; or receipt of documentation of a household's eligibility from another SFA; or confirmation of the household's approval for other federal programs specified by program regulations.
- b. Use data on children who participate in Ohio Works First (OWF) and Food Stamp programs provided by ODE each year as required by 7 CFR 245, to directly certify eligible participants for free school meals without an application from the household.
- c. Use data, if available, from organizations administering the Food Distribution Program on Indian Reservations (FDPIR), to certify eligible participants for free school meals without an application from the household. For children who are not categorically eligible or directly certified for free meal benefits, determine eligibility for free and reduced price meals in accordance with the current Income Eligibility Guidelines.
- d. Submit any proposed revisions to the SFA procedures and the household forms to ODE before implementation and implement changes only if approved by ODE.
- e. Annually send a public notice about School Lunch and/or Breakfast programs, CACFP and/or SFSP as provided by ODE to a local news medium, local unemployment offices, and any major local employer contemplating or experiencing a large layoff. The notice shall announce the availability of free and reduced-price meals for households meeting the stated eligibility criteria and that children who are Food Stamp, Ohio Works First (OWF), Food Distribution Program on Indian Reservations (FDPIR), or Head Start participants are automatically eligible to receive free meals. SFA is not required to send a public notice for School Lunch and/or Breakfast programs to the local media or unemployment offices in any year in which ODE has issued a statewide public notice for these programs.
- f. Distribute to each household, before the start of the period for which eligibility is determined and throughout the year for newly enrolling households, an application and letter of explanation as prescribed by ODE that contains the income eligibility guidelines for reduced-price meals.
- g. Accept applications for free and reduced-price meals at any time throughout each year.
- h. Designate a determining official to review applications and make determinations of eligibility for free and reduced-price meals.
- i. Serve meals at no charge to participants whose household income is at or below the current year's USDA income eligibility guidelines for free meals. Serve meals at a reduced price to participants whose household income is at or below the current year's USDA income eligibility guidelines for reduced-price meals.
- j. Take all actions that are necessary to insure compliance with the following nondiscrimination practices for children eligible to receive free and reduced price meals or free milk as prescribed in 7 CFR 245.8: The names of the children shall not be published, posted or announced in any

manner; There shall be no overt identification of any of the children by the use of special tokens or tickets or by any other means; The children shall not be required to use a separate dining area, go through a separate serving line, enter the dining area through a separate entrance or consume their meals or milk at a different time; When more than one lunch or breakfast or type of milk is offered which meets the requirements prescribed in Sec. 210.10, Sec. 210.15a, Sec. 220.8 or Sec. 215.2(1) of this chapter, the children shall have the same choice of meals or milk that is available to those children who pay the full price for their meal or milk.

- k. Charge no more than 40 cents for a reduced-price lunch, 30 cents for a reduced-price breakfast, and 15 cents for a reduced-price snack.
- I. Annually verify a percentage of applications as required by ODE and report results as required by ODE.
- m. Make available a participant's documentation of eligibility to another SFA to which the participant has transferred, upon request from the participant's household.
- (2) Offer to households and use a fair hearing procedure for formal appeals from households about SFA's meal benefit decisions. Prior to initiating a formal hearing, SFA or parent/guardian may request a conference to provide an opportunity to discuss the situation, present information, obtain an explanation of data submitted in the application and the decision rendered, which shall not in any way hinder or diminish the right to a fair hearing.
- (3) Use a formal hearing procedure that meets requirements in 7 CFR 245.8, including: A publicly announced, simple method for making an oral or written request for hearing. An opportunity to be assisted or represented by an attorney or other person(s). An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal. Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place. An opportunity to present oral or documentary evidence and arguments supporting a position without undue influence. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witnesses.
- (4) A hearing that is conducted and decision made by a SFA official who did not participate in the decision under appeal or previous conference concerning the decision under appeal. The hearing official should hold a position of higher administrative level than the person who made the decision under appeal.
- (5) A hearing official's decision that is based on the oral and documentary evidence presented at the hearing and entered into the hearing record. Notification in writing of the decision to the parties concerned and any designated representatives. Preparation of a written record for each hearing, including the decision under appeal, any documentary evidence, a summary of any oral testimony presented at the hearing, the decision of the hearing official, the reasons for the decision, and a copy of the notification to the concerned parties.
- (6) Retention of the written record for a period of three years after the close of the fiscal year to which the appeal pertains and kept available for examination by the concerned parties or their designees at any reasonable place and time during that period.
- (7) Maintenance of the participant's status for free or reduced-price meals during the course of the appeal.

J. CLAIMS FOR REIMBURSEMENT

THE SFA WILL:

- (1) Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid meals served to eligible children in accordance with 7 CFR parts Claim reimbursement only for approved meal types and milk served to children in accordance with this agreement during designated times. The number of meals and /or milk claimed for reimbursement shall be determined by a count of the number of paid, free and reduced-price meals of paid and free milk served to eligible children at the point of meal or milk service or through another counting system if approved by the SA.
- (2) The SFA official signing the monthly claim for reimbursement shall be responsible for reviewing and analyzing meal counts from each serving sites to ensure accuracy of the claims. Failure to submit accurate claims will result in the recovery of any overclaim and may result in penalties.
- (3) Submit claims for reimbursement in accordance with procedures established by the SA. Failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of this agreement. Claims must be submitted with in 45 calendar days after the close of the reporting month. Any claim submitted after 60 days from the close of reporting month may not be paid with Program funds unless authorized by FNS.
- (4) Report to the SA, on each month's claim, the number of children who are eligible for free or reduced-price meals.
- (5) Electronic Uploading of claims is permitted.
- (a) The Reimbursement Claim Official must review the monthly claim prior to submission to the SA.
- (b) The Reimbursement Claim Official must sign the printout generated following the electronic claim submission.
- (c) The SFA shall retain for their records three years plus the current year and have available for review or audit the signed printout of all claim for reimbursement data which is submitted electronically.

K. CIVIL RIGHTS

Sponsors of the USDA Child Nutrition Programs must comply with the following Civil Rights/Nondiscrimination requirements:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
- Title IX of the Education Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- All provisions required by the implementing regulations of the USDA
- Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42
- Food and Nutrition Service directives and guidelines

School Food Authorities (SFAs) participating in USDA Child Nutrition Programs must agree to the following Civil Rights/Nondiscrimination stipulations:

- (1) No person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program activity for which the Sponsor receives federal financial assistance from the Food and Nutrition Service.
- (2) There will be no physical segregation of, nor any other discrimination against, any student because of the inability to pay the full price of the meal or milk.
- (3) The names of the students eligible to receive free or reduced-price meals or free milk shall not be published, posted, or announced in any manner and there shall be no overt identification of any such students by use of special tokens or tickets or any other means.
- (4) Students eligible for free or reduced-price meals or free milk shall not be required to:
- (a) Work for their meals
- (b) Use a separate lunchroom or milk service area
- (c) Go through a separate serving line
- (d) Enter the lunchroom through a separate entrance
- (e) Eat meals or drink milk at a different time
- (f) Eat a meal different from the one sold to children paying the full price or drink milk different from that sold to children paying the full price.
- (g) Use method of payment or distribution of tickets or tokens different from the method used by children paying full price.
- (5) Free, reduced-price or paid meals or milk shall not be denied to any student as disciplinary action in a school receiving federal reimbursement for meals or milk. Areas of compliance with civil rights/nondiscrimination are reviewed during each Sponsor's regulatory Coordinated Review Effort (CRE).
- (6) Comply with USDA regulations regarding nondiscrimination in 7 CFR Parts 15, 15(a), and 15(b) which insures that SFAs:
- (h) Display the USDA nondiscrimination poster ("Justice for All") in the meal service area where students can see it.
- (i) Put the following nondiscrimination statement and instructions to file a complaint on all documents or publications related to the Child Nutrition Programs:

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

(7) The Sponsor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel

during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws.

If there are any violations of this assurance, the USDA, Food and Nutrition Service, shall have the rights to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the USDA.

CIVIL RIGHTS

The following information is pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C., 2000 d to 2000 d-6 (Supp. V 1975): Executive Order 11764, 3A CFR 124 (1974 Compilation), reprinted in 42 U.S.C. 2000 d-1 annot. (Supp. V 1975): USDA Regulation implementing Title VI of the Civil Rights Act of 1964 as amended on January 30, 1975, 7 CFR 15 Subpart A and Subpart C: Attorney General's Guidelines for the Enforcement of Title VI, Civil Rights Act of 1964, 28 CFR 50.3; Coordination of Enforcement of Nondiscrimination in Federally Assisted Programs Regulations under Title VI of the Civil Rights Act of 1964: 28 CFR 42.401; Title 9 of USDA Administrative Regulations; USDA Regulations implementing Title IX of the Education Amendment of 1972, 7 CFR 15a, Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112); and Age Discrimination Act of 1975 (Public Law 94-135).

In addition to the Civil Rights information and responsibilities referred to in the sponsor application, the a CACFP Institution must:

- Ensure all forms of communication and printed materials describing meal preparation and service or Child Nutrition Program benefits include the following Program nondiscrimination statement: "The Child and Adult Care Food Program is available to all eligible participants regardless of race, color, national origin, gender, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Bldg, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202)740-5964 (voice and TDD). USDA is an equal opportunity provider and employer."
- In a place used by the general public, prominently display at the Institution's main office and at all sites the "And Justice for All" nondiscrimination poster or decal.
- On request, make available (to the public and to potential and current participants) CACFP requirements and the complaint filing procedure in English and the second most used language.

NON DISCRIMINATION CLAUSE

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

CERTIFICATION STATEMENTS

The representative of SFA attests that:

- (1)I am duly authorized and empowered to execute and deliver this contract on behalf of SFA and to bind SFA to the terms and conditions of this agreement.
- (2) Civil Rights: SFA will comply with civil rights statutes and regulations, listed in section 7(B)(1) of this agreement, to the effect that no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation, be denied benefits of, or otherwise be subject to discrimination under any covered program or activity for which the sponsor receives federal assistance. SFA assures that it will immediately take measures necessary to effectuate this agreement. SFA agrees to compile data, maintain records and submit reports as required to permit effective enforcement of nondiscrimination laws and to permit authorized USDA and Ohio personnel to review such records, books and accounts as needed, during normal working hours, to ascertain compliance with nondiscrimination laws and to permit authorized USDA and Ohio personnel to review such records, books and accounts as needed, during normal working hours, to ascertain compliance with nondiscrimination laws. If there are any violations of this assurance, USDA or Ohio shall have the right to seek judicial enforcement of this assurance.
- (3) Lobbying: the undersigned certifies, to the best of his or her knowledge and belief, that:
- No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
- Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or nor more than \$100,000 for each such failure.
- (4) By continuing to operate programs under this agreement, SFA agrees to comply with new and revised statutes, regulations, policy memoranda, and other directives regarding covered

programs. The SFA must terminate this agreement if SFA will not or cannot comply with the current, new or revised statutes, regulations, policy memoranda, or other directives.

These certifications are binding on SFA and its successors, transferees and assignees, as long as they receive assistance or retain possession of any federal or state assistance for covered programs.

Sign and return two (2) original copies to the: Ohio Department of Education, Office for Child Nutrition, 25 S. Front Street, ML 303, Columbus, Ohio 43215