

Ohio Department of Education – Office for Child Nutrition
Child and Adult Care Food Program
SEPARATE ENTITY AGREEMENT

Directions:

1. The sponsoring organization and an entity (**CENTER NAME**) _____ with separate legal identities must complete this agreement each year as part of the annual application process and during the fiscal year when changes to the contract are mutually accepted. The agreement and any revisions must be signed by the authorized representatives of both organizations. The sponsor will provide United States Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) benefits to the entity through the sponsor's approved contract with the Ohio Department of Education (ODE), Office for Child Nutrition (OCN) [authority for the CACFP, 7CFR 226].
2. Sponsoring Organization, complete number 23 on pages 2-3 (items a-e) before giving the entity representative a copy to review and complete.
3. Entity, complete number 13 on page 3.
4. After both parties discuss and sign the agreement, the sponsoring organization will retain the original on file

and send copies to the entity and the Ohio Department of Education, Child and Adult Care Food Program.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING ORGANIZATION

In accordance with Child and Adult Care Food Program regulations 7CFR 226 and State agency policy, the sponsoring organization agrees to:

1. **Administration** Accept final administrative and financial responsibility for Child and Adult Care Food Program operations for each sponsored entity.
2. Operate in compliance with all nondiscrimination laws, regulations, instructions, policies and guidelines, and compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, instructions, policies and guidelines.
3. Reserve the right to revise the agreement, subject to change in Child and Adult Care Food Program 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 Child and Adult Care Food Program requirements and evaluate whether the proposed food service is within the capability of the staff and entity to successfully operate.
6. 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 Child and Adult Care Food Program alternate approval documents, such as a Food Service License or Health Inspection Report and Fire Inspection Report or other certifications of eligibility that allow them to operate their program. The sponsor will provide ODE/OCN with a copy of the current license or alternate documents.
8. Represent the entity to the Ohio Department of Education, Office for Child Nutrition, 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 a household contact system to verify attendance and income information of enrolled children, per State agency criteria.
10. Ensure and certify that the monthly claim is correct prior to submitting the claim to the Ohio Department of Education, and make sure records are available to support each claim.
11. Maintain a nonprofit Child and Adult Care Food Program food service and monitor separate entities' nonprofit food service.
12. Maintain all required food program records and documentation as listed in CFR 226.15 (e).
13. Ensure that an alternative plan is in place to provide a meal to participants when delivered meals are not accepted or discarded by a site when meals have not been maintained at required temperatures.

documentation relative to the actual cost of administering the Child and Adult Care Food Program for the facility to support the administrative fee charged. The remaining balance of the Child and Adult Care Food Program reimbursement will be distributed to entity within five operating days after receipt of funds.

c. yes no

Sponsoring organization will pay all food and Child and Adult Care Food Program administrative costs and will not disburse payments to the entity.

d. yes no

Sponsoring Organization has a written policy regarding the ability to invoice site for excess meals ordered. If yes, send the policy to State agency for approval.

e. yes no

Sponsoring Organization 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 center or sponsoring organization.

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

Eligibility

1. [If applicable] Pay the sponsoring organization the agreed percentage fee entered in number 23-b of this agreement for the cost of program administration.
2. Provide the sponsor with site information for Child and Adult Care Food Program application purposes. Promptly inform the sponsoring organization of any change in site operation procedures including mealtime, meal types, days of operation, unexpected closings, and change of address.
3. Provide the sponsoring organization with a copy of the current Department of Job and Family Services or Ohio Department of Education child care license or PASSPORT Contract, or Child and Adult Care Food Program alternate approval documents for food program application purposes. Continue to provide updated license or alternate approval documents when change occurs in licensed capacity, expiration date or owner.
4. Provide the sponsoring organization with documentation for the annual Child and Adult Care Food Program application if the entity is exempt from licensing: 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. Comply with United States Department of Agriculture nondiscrimination statement in employment or in any program or activity conducted or funded by the Department.

Training and Monitoring

9. Attend annual and periodic Child and Adult Care Food Program training as required by the sponsoring organization.
10. Allow representatives from the sponsoring organization, Ohio Department of Education, United States Department of Agriculture and other State or Federal officials to make announced or unannounced reviews of child or adult care food program operations during normal business hours. 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 Child and Adult Care Food Program enrollment forms for each child on an annual basis, if applicable.
13. Provide menus, meal counts, daily attendance records, income eligibility applications, and other required records to the sponsoring organization by the **2nd of following month.**

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

CERTIFICATION: We certify that 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 Child and Adult Care Food Program under any other sponsoring organization. Sponsoring organization 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 sponsoring organization and entity to legal and binding agreements.

EFFECTIVE DATE OF AGREEMENT: 10/1/2023		ENDING DATE OF AGREEMENT: 09/30/2024	
SPONSORING ORGANIZATION		ENTITY	
SPONSOR NAME: Child Care Resource Center		SITE NAME:	
STREET ADDRESS: 5350 Oberlin Ave			
CITY: LORAIN	ZIP: 44053	CITY:	ZIP:
PHONE: (440) 242-0413	FAX: N/A	PHONE:	FAX:
Authorized Representative		Authorized Representative	
PRINT NAME Sarah Nichols		PRINT NAME:	
SIGNATURE:		SIGNATURE:	
TITLE: Finance Manager		TITLE: Administrator	
EMAIL: snichols@ccrcinc.co		EMAIL:	

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This institution is an equal opportunity provider.

Rev. 10/2023