



PO Box 9363, Toledo, OH 43697-9363 \* Ph 419-720-1106 \* Fax 419-243-9960

August 26, 2022

Dear Partner,

The summer meal program has ended, and our after-school meal program will begin soon. We're inviting you to partner with us by participating in our 2022-2023 Connecting Kids to Meals Child and Adult Care Food Program (CACFP).

As you may know, CKM provides hot healthy meals to kids. The meals are tasty, nutritious, and USDA approved at no cost. Our partners are the lifeline in helping us to provide our children with an opportunity to eat healthy, while participating in the after-school programs.

To participate in this year's after-school meal program, October 1, 2022 – September 30, 2023, please complete the following forms and return them at your earliest convenience. All forms can be emailed to [victoria@connectingkidstomeals.org](mailto:victoria@connectingkidstomeals.org) by Monday, September 12<sup>th</sup>. I encourage you to complete these forms as soon as possible; the enrollment process takes approximately 3-4 weeks. The Ohio Department of Education (ODE) **requires** the following for any new and returning partners:

- 501c3 (*IRS Letter of Determination*)
- Site Information Sheet
- Separate Entity Agreement (*signed*)
- Fire Inspection (*current*)
- Health Inspection (*current*)

Reminder! All after-school meal providers must complete the **Server's Training**. ODE require this training for every program year. Once the required documents have been received by our office, we will schedule a server's training with your staff.

Feel free to email or call me at (419) 720-1106 if you have any questions or concerns. I'm here to assist you with the enrollment process and look forward to partnering with you during this school year.

Thankfully,

Victoria Simms  
Program Coordinator  
Connecting Kids to Meals



**CHILD AND ADULT CARE FOOD PROGRAM (CACFP)  
SITE INFORMATION SHEET**

**Site Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Site Contact:**

1. Site Supervisor/Leader: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ (ODE Required)

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

2. Site Server: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ (ODE Required)

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Program Start Date:** \_\_\_\_\_ **Program End Date:** \_\_\_\_\_

Days the Program is in session (*Please circle all that apply*):      M   T   W   TH   F

Anticipated maximum number of kids participating in the program: \_\_\_\_\_

Starting number of kids enrolled in the program: \_\_\_\_\_

Description of Educational/Enrichment activities. Must provide at least 2. (Example: Homework help, Life skills, etc.)

1. \_\_\_\_\_ 2. \_\_\_\_\_

**Meal Type (*Please check*):**

Dinner      \_\_\_\_\_      Serving time: Start \_\_\_\_\_ : \_\_\_\_\_      End \_\_\_\_\_ : \_\_\_\_\_

Snack      \_\_\_\_\_      Serving time: Start \_\_\_\_\_ : \_\_\_\_\_      End \_\_\_\_\_ : \_\_\_\_\_

***\*If both dinner and snack meals are selected, there must be 2 hours between the end of the 1<sup>st</sup> meal and start of the 2nd meal. This is an Ohio Department of Education (ODE) rule.***

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/site) 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:

***Administration***

1. 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.

**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 Child and Adult Care Food Program recordkeeping forms and written procedures to operate the program.

**Claim Procedures**

- 15. Follow State agency requirements and procedures as detailed in the Ohio Policy Memorandum titled "Food Safety: Maintaining Time/Temperatures of Delivered Meals." This policy applies to all delivered meals, whether vended or from a central kitchen.
  - Will not claim CACFP meal reimbursement for delivered meals not accepted by a site or discarded by a site if held beyond two hours of delivery when cold food is not 41<sup>o</sup> F or below or hot food is not 135<sup>o</sup> F or above when temperature is taken.
  - Will not claim CACFP meal reimbursement for any temperature test meals not served to children.
- 16. Conduct edit checks for approved meal types and total numbers of meals claimed prior to submitting claims for reimbursement for the approved entity.
- 17. Claim enrolled participants in the free or reduced category only when valid income eligibility applications are on file with the sponsor. Children in homeless shelters, after school at-risk programs and federal Head Start are automatically free and do not need income forms.
- 18. Keep participant income eligibility application information confidential by limiting access of information to persons directly connected with administering and monitoring the Child and Adult Care Food Program.

**Training and Monitoring**

- 19. Train entity staff on Child and Adult Care Food Program regulation, State agency policy, recordkeeping, meal pattern and service requirements before participation. Provide at least **one** training each fiscal year and technical assistance as often as required for sites to be in compliance with food program requirements. Keep forms documenting trainer, participants, training content, date and location for all training and technical assistance. Sponsor monitoring staff must receive Child and Adult Care Food Program training.
- 20. Ensure that child care centers and Head Start programs annually collect and keep on file food program enrollment forms for participants (other program types exempt).
- 21. Conduct monitoring reviews of the entity to evaluate compliance with required review elements, per regulations 226.16 (d) (4) (i) – (viii) each Child and Adult Care Food Program 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 no 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. Per Federal guidance, unannounced reviews must be conducted in a way that would ensure the timing is unpredictable to the facility. A new entity must be reviewed within the first four weeks of Child and Adult Care Food Program 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.
- 22. Make all Child and Adult Care Food Program records requested for review by authorized representatives of the Ohio Department of Education and United States Department of Agriculture available in a timely manner. Allow State and Federal representatives access to the sponsor facility to review records during normal business hours.

**Meal Service and Reimbursement Distribution**

- 23. Provide meal service and disburse Child and Adult Care Food Program 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. Mark (X) yes or no for items a thru e.
  - a.  yes  no Entity will pay all food and Child and Adult Care Food Program administrative costs and the sponsoring organization will distribute 100% of the food program reimbursement to the entity within five operating days after receipt of funds.
  - b.  yes  no Entity will pay all food costs and the sponsoring organization will charge the entity an administrative fee of \_\_\_\_\_% (maximum 15%) of the entity's monthly meal reimbursement. Sponsoring organization will maintain detailed cost

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

d.  yes  no

e.  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.

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.

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 \_\_\_\_\_ 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 a snack and/or a meal.
15. Submit for reimbursement meal counts for only meals and snacks that have been approved in the Claims Reimbursement and Reporting System by the State agency.

### ***Meal Planning and Service***

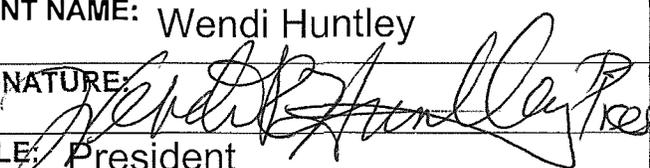
16. Date and post menus with identified portion sizes for the ages served. Food substitutions or additions must be listed.
17. Prepare and/or serve meals that meet Child and Adult Care Food Program meal pattern and portion size requirements for the ages served.
18. Follow procedures to order meals established by the sponsor if meals are not prepared on site. Sign and maintain all delivery slips.
19. Follow State agency requirements and procedures as detailed in the Ohio Policy Memorandum titled "Food Safety: Maintaining Time/Temperatures of Delivered Meals." This policy applies to all delivered meals whether vended or from a central kitchen.
20. Serve meals according to any time restrictions established by the State agency.
21. Serve meals/snacks in a manner that does not separate participants by gender or any other protected basis. Refer to USDA Memo CACFP 12-2015 for select circumstances under which exemptions allowing separation by gender during food program meal service may be approved by the State agency.
22. Record point of service meal counts only for enrolled participants ages 12 years 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 ages 60 and above. Both age groups must live in private residences, not institutional settings.
23. 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 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.

<b>EFFECTIVE DATE OF AGREEMENT:</b> OCTOBER 1, 2022		<b>ENDING DATE OF AGREEMENT:</b> SEPTEMBER 30, 2023	
<b>SPONSORING ORGANIZATION</b>		<b>ENTITY</b>	
<b>SPONSOR NAME:</b> Connecting Kids To Meals		<b>SITE NAME:</b>	
<b>STREET ADDRESS:</b> 1501 Monroe St.		<b>STREET ADDRESS:</b>	
<b>CITY:</b> Toledo	<b>ZIP:</b> 43604	<b>CITY:</b>	<b>ZIP:</b>
<b>PHONE:</b> (419) 720-1106	<b>FAX:</b> (419) 243-9960	<b>PHONE:</b>	<b>FAX:</b>
<b>Authorized Representative</b>		<b>Authorized Representative</b>	
<b>PRINT NAME:</b> Wendi Huntley		<b>PRINT NAME:</b>	
<b>SIGNATURE:</b> 		<b>SIGNATURE:</b>	
<b>TITLE:</b> President		<b>TITLE:</b>	
<b>EMAIL:</b> wendi@connectingkidstomeals.org		<b>EMAIL:</b>	

This institution is an equal opportunity provider.

Rev. 10/2015