



Agreement for Participation in the Child and Adult Care Food Program

This document serves as a permanent agreement which specifies the rights and responsibilities of the Day Care Home Sponsoring Organization _____; hereinafter referred to as “SO”, and the Family or Group Day Care Home Provider _____; hereinafter referred to as “Provider”, as participants in the Child and Adult Care Food Program, hereinafter referred to as “CACFP”. This agreement shall remain in effect until terminated by the SO or Provider.

Responsibilities of the Sponsoring Organization:

In accordance with federal regulations, 7 CFR 226, the SO agrees adhere to all CACFP requirements, including but not limited to:

- Identify and recruit un-served Providers, and determine if all eligibility requirements are met, including but not limited to, valid license or certificate of registration; applicable criminal records check; area eligibility or census data requirements are met, and income eligibility requirements are met, prior to enrolling for CACFP Participation.
- Conduct a complete pre-approval visit, to include but not limited to, providing current CACFP training on all CACFP requirements and daily form operations to key staff prior to Provider’s participation in the CACFP, and at least annually thereafter, on content areas established by Bright from the Start. In addition, the sponsor must verify the Provider’s ability to offer a safe, hazard free meal service for children in attendance, and verification of compliance with Title VI of the Civil Rights Act of 1964.
- Review and enter into a permanent agreement prior to completing final enrollment and granting approval to participate in CACFP. Provide a copy of the executed agreement to the Provider.
- Submit a complete Provider application to Bright from the Start for review and processing prior to submitting monthly claims or issuing CACFP reimbursement funds.
- Issue written notification to the Provider of the approved tier category and corresponding CACFP reimbursement rate for each approved meal type; the initial approval month; approved meal types, and the deadline for submission of monthly claim data for review and processing. When qualifying as Tier II, provide options for receiving reimbursement for meals and snacks served. These options include:
 - Receiving tier I rates for the meals served to eligible enrolled children, by electing to have the sponsoring organization identify all income-eligible children through the collection of free and reduced-price applications and the sponsoring organization or day care home’s possession of other proof of a child or household’s participation in a categorically eligible program;
 - Receiving tier I rates for the meals served to eligible enrolled children, by electing to have the sponsoring organization identify only those children for whom the sponsoring organization or day care home possess documentation of the child or household’s participation in a categorically eligible program, under the expanded categorical eligibility provision, as described in 7 CFR 226.23(e)(1); or
 - Receiving tier II rates of reimbursement for all meals served to enrolled children;
- Allow the Provider to voluntarily terminate this Agreement for Participation within 30 days of written notice or a timeframe sooner, as identified by the SO.
- The SO is prohibited from charging a fee to the Provider for its CACFP administrative services. Perform the following annually free of charge: verify eligibility of Provider to participate in CACFP; provide CACFP training on all Program requirements; distribute current meal pattern requirements and provide guidance on incorporating nutrition education and physical fitness during meal service; verify current enrollment information, or collect updated enrollment information for each child in care; distribute current income eligibility forms with instructions and household letters; distribute income guidelines; collect income eligibility forms and determine eligibility of enrolled children for free/reduced or paid meals; distribute CACFP reimbursement rates, distribute the SO’s CACFP Appeal Procedure, and all other required daily forms.

- The Provider has the right to receive in a timely manner the full food service rate for each meal served to enrolled children for which the sponsoring organization has received payment from the State agency. However, if, with the Provider's consent, the SO will incur costs for the provision of program foodstuffs or meals on behalf of the home and subtract such costs from Program payments to the home, the particulars of this arrangement shall be specified in the agreement. The SO must not withhold CACFP payments to any Provider for any other reason, except that the SO may withhold from the Provider any amounts that the SO has reason to believe are invalid, due to the Provider having submitted a false or erroneous meal count.
- Upon the request of a tier II day care home, to collect applications and determine eligibility of enrolled children for free or reduced price meals.
- The SO may prohibit a tier II day care home from assisting in collection and transmittal of applications if the Provider does not comply with process in 7 CFR 226.23(e)(2)(viii).
- Require the submission of all monthly claim data and records within a time frame consistent with federal regulations or any other timeframe imposed by the SO upon receipt of approval from Bright from the Start.
- Review all required claim data to verify accuracy and consistency with federal regulations and Bright from the Start policies and procedures. Verification of claim data includes, but is not limited to, review and classification of income eligibility statements; enrollment and/or monthly attendance records; meal counts, menus or meal service records.
- Issue written notification to the Provider of all claim discrepancies that result in a reduction of payment within 10 business days of discovery.
- Submit a valid claim to Bright from the Start on behalf of the Provider in accordance with federal regulations and Bright from the Start policies.
- Disburse all meal reimbursements timely to the Provider in accordance with federal regulations and Bright from the Start policies and procedures within five working days of receipt of Program funds from Bright from the Start.
- Conduct required monitoring visits in accordance with federal regulations and Bright from the Start policies and procedures. Conduct a minimum of three visits per fiscal year, with no more than six months lapse between each visit. Two of the three visits must be unannounced, and one of the two unannounced visits must include the observation of a meal service.
- Provide written notification, when appropriate, to the Provider of the SO, Bright from the Start, USDA, or any of its agents, right to make unannounced visit(s) to the facility during normal business hours, and to use enrollment information to contact parents or guardians of children in care to verify enrollment, daily attendance and/or participation in any CACFP meal service. All visitors shall present appropriate photo identification before entry into the facility that demonstrates they are employees of one of these entities.
- Issue a copy of all completed monitoring visit forms within three (3) business days of completing the visit. Identify all Program violations, corrective action requirements and implementation deadline dates on the appropriate monitoring visit form.
- When necessary, conduct complaint investigations to determine specific compliance with CACFP regulations and Bright from the Start policies and procedures.
- When applicable, provide the necessary technical assistance for successful implementation of corrective actions, and conduct the appropriate number of follow up visits to verify implementation.
- Initiate collection efforts to recoup all overpayments and outstanding debt from the Provider by ensuring: overpayment amounts are clearly indicated on all monitoring visit forms, complaint investigation findings or reports; issue a minimum of two (2) collection notices subsequent to all monitoring visit reports and repayment requests, or initiate the Serious Deficiency Process when the Provider fails to repay all overpayments or outstanding debt.
- Determine the Provider Seriously Deficient and require comprehensive written corrective action when Program violations are frequent and/or severe, or when previous corrective actions are not successfully implemented. Corrective actions must be implemented within 15 days of the Serious Deficiency Notice, or the SO will follow with a Notice of Proposed Termination and Disqualification from the CACFP.
- Immediately suspend the Provider, including immediately stopping all payments, and issue a Notice of Proposed Termination and Disqualification when determination is made that Provider conditions pose a serious or imminent threat to the health and safety of children or adults in care.

- Provide an opportunity to appeal the proposed termination and disqualification from the CACFP. Issue a written decision of the Appeal Official within three business days of the appeal decision.
- Provide written notification to the Provider when the SO will voluntarily terminate its Agreement to Participate in the CACFP with Bright from the Start. Assist the Provider with identifying approved sponsors immediately upon issuing notification.
- The SO has the right to terminate its agreement with the Provider for cause or, subject to stipulations by Bright from the Start, convenience.
- Accept final administrative and financial responsibility for management of a proper, efficient, and effective CACFP food service by the Provider and ensure that all federal regulations and requirements are met and all Bright from the Start policies and procedures are followed.

Responsibilities of the Day Care Home Provider

In accordance with federal regulations, 7 CFR 226, the Provider agrees to adhere to all CACFP requirements, including but not limited to:

- Maintain a current, valid license or certificate of registration, agree to provide safe, hazard-free childcare services to children in Georgia, and refrain from using food or meal time activities as a form of discipline.
- Participate in CACFP in agreement with only one SO per claim month.
- Meet all eligibility criteria, including but not limited to: providing care at the approved location and meeting all health and safety requirements; adhering to the approved license capacity; maintaining area or census eligibility; complying with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990 and all subsequent amendments from the ADA Amendment Act of 2008, and distributing all applicable household notices to parents or guardians of children in care.
- Accept final administrative and operational responsibility for the meal service offered and provided to children in care.
- Participate in all required training activities offered by the SO, including but not limited to: a pre-approval visit and CACFP training prior to operating, annual CACFP training, and any technical assistance offered to ensure successful participation in the CACFP.
- Maintain all CACFP records for three years, plus the current year. Required records include, but are not limited to, annual enrollment forms and roster, daily attendance, monthly menu and/or meal service records, daily meal counts by meal type, and copies of all monitoring visit forms.
- Make available all CACFP records to the SO, Bright from the Start, USDA or any of its agents immediately upon request.
- Allow visits by SO or Bright from the Start, or USDA, and other State and Federal Officials to make announced or unannounced reviews of the day care home's operations and to have access to its meal service and records; specifically, allowing personnel from the SO, Bright from the Start, USDA, and other State and Federal Officials to enter into the facility during normal business hours to verify participation in the CACFP, attendance of children in the meal service and/or to review CACFP records.
- Notify the SO in advance whenever planning to be out of their home during the meal service period. If this procedure is not followed and an unannounced review is conducted when the children are not present in the day care home, claims for meals that would have been served during the unannounced review will be disallowed.
- Promptly inform the SO about any change in its licensing or approval status and number children enrolled; specifically, notifying the SO within _____ business days of newly imposed restrictions to the state-issued license or certificate of registration, changes to enrollment, meal service types, location, or normal business operating hours.
- Serve meals in accordance with federal CACFP meal patterns (7 CFR 226.20) and include fresh fruit and vegetables and a diversity/variety of food options. When appropriate, incorporate nutrition education and/or physical fitness activities into the meal service.
- Submit accurate monthly claim data and records to the SO that indicate actual meals and snacks served to enrolled children that were in attendance at the time of the meal service. Ensure that no more than two (2) meals and one (1) snack or two (2) snacks and one (1) meal per child, per day in the claim month is submitted for reimbursement.

- Submit monthly claim data for meals served to the *provider's own* children only when other non-residential children are enrolled and in attendance at the time of meal service.
- Distribute to parents a copy of the SO's notice to parents if directed to do so by the SO.
- Meet any State agency approved time limit for submission of meal records and submit all required claim data and records to the SO on or before the _____ day of the month following the claim month. Records not submitted by the specified time will be reviewed and included in a later claim submission.
- If a tier II day care home, assist in collecting applications from households and transmitting the applications to the SO. A tier II day care home may not review collected applications.
- Submit comprehensive corrective action responses to Program violations that detail new processes and/or procedures that correct violations and improve CACFP participation and operation.
- Agree to repay all overpayments or outstanding debt due to Program violations cited in monitoring visits by the SO, or compliance reviews cited by Bright from the Start, USDA and/or any of its agents within 30 days of the date the Provider is notified of overpayment.
- At the discretion of the Provider, file a timely appeal request when facing termination and disqualification from the CACFP or suspended from participation due to health and safety concerns in accordance with the SO's Appeal Procedures and process.
- With the exception of when the SO has issued a Notice of Proposed Termination and Disqualification, submit a written request to SO to voluntarily terminate the Agreement to Participate in CACFP by the ____ day of the month. Requests submitted after the ____ day of the month will be considered for the following month. The Provider has the right to terminate its agreement with the SO for cause or, subject to stipulations by Bright from the Start, convenience.
- Acknowledge only one transfer to another SO is permitted per fiscal year, except under extenuating circumstances, such as termination of the sponsoring organization's agreement or other circumstances defined by Bright from the Start. Transfers during a fiscal year may affect future participation in the CACFP and cause a delay or lapse in receiving reimbursement funds from the new SO.
- Acknowledge that the SO will take all measures to recoup and collect overpayments or outstanding debts resulting from Program violations cited during the SO's monitoring visits or compliance reviews completed by Bright from the Start, USDA or any of its agents.
- File a written complaint to Bright from the Start when the SO fails to comply with CACFP federal regulations or requirements, Bright from the Start policies and procedures or items in this agreement.

Written Assurances of Provider

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

