



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 Program requirements and daily form operations and verifying 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.
- ☐ 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.
- ☐ 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.
- ☐ Distribute to parents a copy of the SO’s notice to parents if directed to do so by the SO.
- ☐ 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 Center, including immediately stopping all payments, and issue a Notice of Proposed Termination and Disqualification when determination is made that Center 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.
- ☐ 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: pre-approval visit, 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, 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 to review meal service and records; specifically, allowing personnel from the SO, Bright from the Start, USDA, and/or any of its agents 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.
- ☐ Promptly inform the SO about any change in its licensing or approval status; 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 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.
- ☐ 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.
- ☐ 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 Day Care Home Provider is notified of overpayment.
- ☐ At the discretion of the Provider, file a timely appeal request when facing termination and disqualification from CACFP 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.
- ☐ Acknowledge only one transfer to another SO is permitted per 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 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.

Signers of this Agreement certify that they have read the Agreement in its entirety and agree to the requirements in the Agreement and outlined in the CACFP federal regulations and/or Bright from the Start policies and procedures.

Signature of Provider

Date _____

Signature of Sponsor Official

Date _____

Approval Date: _____ First Claim Month: _____ Approved Meal Types: ☐ B ☐ L ☐ Supper
AM Snack PM Snack

Tier Category: _____ Shift Care Provided: ☐ Y ☐ N Number of Shifts: _____