



## 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 Sponsor of Unaffiliated Centers \_\_\_\_\_; hereinafter referred to as “SO”, and the Unaffiliated Center \_\_\_\_\_; hereinafter referred to as “Center”, 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 Center.

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### 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 Centers, i.e., childcare learning centers, outside school hours programs, before and after-school programs, emergency Shelters, and/or adult day programs, and determine if all eligibility requirements are met, including but not limited to, valid license or approval to operate; applicable criminal records check; area eligibility or census data requirements, and income eligibility requirements, prior to enrolling for CACFP participation.
- Conduct a complete pre-approval visit, to include but not limit to, providing current CACFP training on all Program requirements and daily form requirements; verifying the Center’s ability to offer a safe, hazard free meal service for children and/or adults 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 Center.
- Submit a complete Center 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 Center of the application approval date and corresponding CACFP reimbursement rate for each approved meal type; the initial approval month; approved meal types, the deadline for submission of monthly claim data for review and processing, and the administrative fee percentage to be withheld for administrative services.
- Allow the Center to voluntarily terminate this Agreement for Participation within 30 days of written notice or a time frame sooner, as identified by the SO.
- Perform the following tasks annually free of charge: verify eligibility of Center to participate in CACFP; provide CACFP training on all Program and procurement requirements; distribute current meal pattern requirements and provide guidance on incorporating nutrition education and physical fitness during meal service; verify current enrollment information and collect updated enrollment information for participants in care; distribute current income eligibility forms with instructions and household letters; distribute annual WIC and income guidelines; distribute annual CACFP reimbursement rates, distribute the SO’s CACFP Appeal Procedure, and all other required daily forms.
- Distribute to parents a copy of the sponsoring organization’s notice to parents if directed to do so by the sponsoring organization.
- For Centers that vend unitized meals or bulk meal components:** ensure that appropriate procurement requirements are met including, but limited to, applying formal or informal procurement methods, accurate development and dissemination of a public announcement, invitation to bid or request for proposal, and contract. Verify the final executed contract contains required verbiage and meets Program requirements.

- **For Food banks that provide complete unitized meals/snacks to unaffiliated centers:** annually execute a written agreement with the Center that at a minimum includes: agreed upon menu/components, the estimated annual total number of meals/snacks per type and the agreed upon individual unit price rate; estimated value of the contract period; delivery schedule and provisions; procedures or instructions for placing meals/snack orders and how to make adjustments to orders; location of where meals will be prepared; method for issuing remaining reimbursement to the Center when monthly meal/snack costs are less than the monthly reimbursement; signatures of the Center official and the SO's Delegated Principal/Program Contact.
- Require the submission of all monthly claim data and records within a time frame consistent with federal regulations or any other time frame imposed by the SO upon receipt of approval from Bright from the Start.
- Review all required claim data to ensure eligibility to file a monthly claim, and 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, valid license/approval to operate, review and classification of income eligibility statements; current roster, enrollment and/or daily attendance records; meal counts, menus or meal service records, and costs paid with CACFP reimbursement funds (receipts, invoices, contracts and bank statements/financial records).
- Issue written notification to the Center 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 eligible Center in accordance with federal regulations and Bright from the Start policies.
- Disburse all meal reimbursements **timely** to the Center 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.
- Withhold **only the lesser of net actual costs or** 15% of the total annual claim for reimbursement for administrative services provided to the Center.
- 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 Center 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 or adults 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.
- **Ensure all centers (100%) develop and implement a procurement policy as advised in 2 CFR 318(a) and assess this requirement annually. The SO may conduct the procurement assessment during one of the three monitoring reviews during the Federal fiscal year. As part of the assessment, the SO will validate the compliancy of the procurement procedures and ensure the center's procedures are followed. In addition, the SO will conduct reviews of contractual agreements and supporting documents as part of the monitoring review process of its sponsored facilities.**
- Initiate collection efforts to recoup all overpayments and outstanding debt from the Center 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 Center fails to repay all overpayments or outstanding debt.

- Determine the Center 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 Center when the SO will voluntarily terminate its Agreement to Participate in the CACFP with Bright from the Start. Assist the Center with identifying approved sponsors immediately upon issuing notification. Provide assistance to the Center on how to enter into an agreement with Bright from the Start.
- Accept final administrative and financial responsibility for management of a proper, efficient, and effective CACFP food service by the Center, ensure all federal regulations and requirements are met and all Bright from the Start policies and procedures are followed.

## **Responsibilities of the Center**

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

- Maintain a current, valid license or approval to operate, agree to provide safe, hazard-free childcare or day program services to children and eligible adults in Georgia, and refrain from using food or meal time activities as a form of discipline.
- Participate in the CACFP in agreement with only one SO per claim month. Use CACFP reimbursement funds for allowable costs related to the preparation, delivery and/or service of creditable meals to participants in care.
- Meet all eligibility criteria, including but not limited to: providing care or eligible services at the approved location and meeting all health and safety requirements; adhering to the approved license or operating 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 of 2008, and distributing all applicable household notices to parents or guardians of children and/or adults in care.
- Accept administrative and operational responsibility for the meal service offered and provided to participants 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, copies of all monitoring visit forms, and all financial records related to costs incurred and paid with CACFP reimbursement funds.
- 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, 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 participants during 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 approval to operate, changes to enrollment, meal service types, location, or normal business hours.
- Develop and submit a written Procurement Policy to the SO as Federal regulations require a non-Federal entity to use its own documented procurement procedures which reflect applicable State, local, and tribal laws, and regulations, provided that the procurement procedures conform to applicable Federal law and standards (7 CFR 200.317-200.327).

- Ensure procurement requirements are based on competitive purchasing procedures and that all procurement actions are conducted to maximize full and open competition. The center agrees to adhere to Federal procurement regulations (7 CFR 226.22), procurement standards (2 CFR 200.318-326), DECAL's Procurement Manual, FNS Instruction 796-4, Revision 4, and Contract Cost Principles and Procedures (48 CFR 31). In addition, the center agrees to ensure that when the purchases of foods, goods, and services exceed the Simplified Acquisition Threshold of \$250,000, formal procurement (an Invitation for Bid or a Request for Proposal) will be conducted. If formal procurement is required, the center will inform the SO fourteen (14) days or more before publishing an Invitation for Bid or Request for Proposal, for approval by the SO. The center will submit the prospective awardee to the SO for approval prior to awarding the bid.
- 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 before, during or after meal service.
- Submit accurate monthly claim data and records to the SO that indicate actual meals and/or snacks served to enrolled children or eligible adults 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/adult, per day (at one center location) in the claim month is submitted for reimbursement. Note: ensure that no more than one (1) meal and one (1) snack per child, per day in the claim month are submitted for reimbursement for participants in the At Risk After-school Meals Program.
- 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 Center is notified of overpayment.**
- At the discretion of the Center, file a timely appeal request when facing suspension, 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 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 Center**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Sponsor Official**

\_\_\_\_\_  
**Date**

**Approval Date:** \_\_\_\_\_ **First Claim Month:** \_\_\_\_\_ **Approved Meal Types:** \_\_B \_\_L \_\_Sup  
 \_\_AM Snack \_\_PM Snack

**Administrative Fee Percentage Withheld from all Claims:** \_\_\_\_\_