

**BEFORE THE OFFICE OF STATE ADMINISTRATIVE HEARINGS
STATE OF GEORGIA**

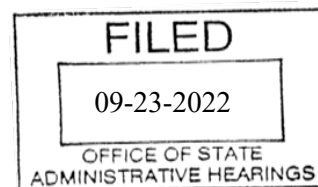
**JOSEPH MATHETT IV,
Petitioner,**

v.

**GEORGIA DEPARTMENT OF EARLY
CARE AND LEARNING,
Respondent.**

**Docket No.: 2305859
2305859-OSAH-DECAL-SFSP-35-Teate**

Agency Reference No.: 08462



FINAL DECISION

I. Introduction

On June 7, 2022, Respondent issued a Combined Notice of Successful Corrective Action and Temporary Deferment of Serious Deficiency in the Operation of the Summer Food Service Program by Boys and Girls Club of Moultrie/Colquitt County, Inc. and Notice of Proposed Disqualification of two Responsible Principals and/or Responsible Individuals-Agreement # 08462. Petitioner, Joseph Matchett, IV, submitted a request for Appeal on June 17, 2022, and subsequently asked for an Administrative Record Review on September 13, that Respondent forwarded to OSAH on September 14, 2022. A Notice of Review was issued to Petitioner on September 15, 2022, allowing submissions refuting Respondent's notice of adverse action through the end of OSAH's business day on September 20, 2022 (7 days from the filing). The parties responded and their submissions are part of this record.

ISSUES FOR RESOLUTION

1. Whether Joseph Matchett's failure to submit corrective action responses demonstrating that he has taken appropriate corrective action to prevent recurrence of the serious deficiencies found when he was serving as Program Contact/Chief Executive Officer for the Boys and Girls Club of Moultrie's Summer Food Service Program, warrants his termination and disqualification from participating in the Summer Food Service Program? *See, 7 C.F.R. § 225.11(c).*

2. Whether Joseph Matchett, as Program contact for The Boys and Girls Club of Moultrie's Summer Food Service Program failed to keep adequate records, failed to perform oversight, failed to perform his administrative responsibilities, and submitted false information to DECAL by submitting claims for reimbursement that were based upon a failure to adjust meal orders to conform to variations in the number of participating children and claiming program payments for meals not served to participating children? *See, 7 C.F.R. §225.11(c)(2); 7 C.F.R. § 225.11(c)(4).*

Respondent argues that Mr. Matchett remained liable as a director even if he was not actively involved in its operations from the end of November 2021 and all of 2022 to date. Petitioner does not deny deficiencies determined; but he asserts that while he was involved with the program since its inception in 2014, that such deficiencies did not occur and that any matters needing correcting were expeditiously corrected and that he should not be held liable for the deficiencies asserted following his departure from the program sometime in November 2021.

II. Findings of Fact

1. Joseph Matchett, IV, first applied to participate in the SFSP on behalf of the Boys and Girls Club and was approved for participation in the Summer Food Service Program in June 2014. (*See, Exhibit 1, Program Agreement*). In addition, he was designated as the Sponsoring Organization's Principal Program Contact/Executive Director, giving him the delegated authority for the management of the day-to-day operations of the organization's Summer Food Service Program. (*See, Exhibit 2, Delegation of Authority, and Exhibit 3, Application Renewal.*) (*See also, Affidavit of Robin Parham at paragraph 13; Affidavit of Aleisha Golden at paragraphs 5-6*).

2. In March and April 2021, a DECAL Audit team consisting of Aleisha Golden,

Compliance Manager, Shannon Goff, Compliance Supervisor and Ben Appling, Audits Director began conducting a series of observations of the six sponsored sites operating under Boys and Girls Club of Moultrie; the main office located at 420 West Central Ave., the Berlin Youth Center, the Haven Hills Estates, the Packer Villa, the R.D. Smith Teen Center, and the Shy Manor Terrace Apartment Complex. (*See, Affidavit of Aleisha Golden at paragraph 7*). Observations were conducted for an extended period at the main office located at 420 West Central Ave., because the central kitchen/food preparation and distribution all occurred from this location. The observations were conducted unannounced and intended to be without the knowledge of the Boys & Girls Club of Moultrie. (*Supra, paragraph 7*). Based on the observations, it was determined that the sponsor was serving far fewer meals than were being claimed and the sponsor was serving some meals through a mobile meal service, which had not been disclosed to DECAL and approved for this sponsor. As a result, an unannounced claim/compliance review for Boys and Girls Club of Moultrie was commenced. (*Supra, paragraph 7.*)

3. An onsite unannounced claim/compliance review was conducted on May 12-13, 2021, by DECAL staff, Aleisha Golden, Shannon Goff, Ben Appling, and former DECAL employee Kishanna Digbie, Compliance Examiner. The review was conducted at the sponsor's main office location, 420 West Central Ave. Moultrie, GA. The review also included site meal observations at the sponsor's other sites, Berlin Youth Center, Haven Hills Estates, Packer Villa, R.D. Smith Teen Center, and the Shy Manor Terrace Apartments. The Boys & Girls Club management plan in Atlas indicated that all records are stored and maintained in the administrative office of the sponsoring organization at 420 West Central Ave. Moultrie, GA and all records will be provided upon request by the Program Contact, Mr. Joseph Matchett

and Nutrition Director, Adolphus Kimmons. Additionally, the Boys & Girls Club management plan stated their procedures for evaluating and maintaining records prior to submission of the claim for reimbursement consisted of: “A daily meal count is taken at the point of service for all meals. The Daily Menu and Food Service Records will be completed daily at the completion of each day. The menu form will be reviewed each day to ensure that all components served are in compliance with the meal pattern to ensure that all meals served are allowable and can be claimed for reimbursement. The Daily Menu and Food Service sheet are reconciled with sign-in sheet to ensure the accuracy of meal count. All food program records which includes CACFP and SFSP are to be maintained according to requirements set from Bright from the Start/DECAL.” *(See, Affidavit of Aleisha Golden at paragraph 11).*

4. In accordance with DECAL Policy, SFSP/04-5, which covers recordkeeping requirements for all Sponsors participating in the SFSP, the audit team requested all Boys and Girls Club of Moultrie's SFSP records to support the claims from January 2021 through May 12, 2021. The review consisted of obtaining/reviewing and analyzing daily point of service meal count forms reviewing all financial documentation, observing the kitchen operations, interviewing staff, and observing meal service operations at various sites. *(See, Affidavit of Aleisha Golden at paragraphs 9-10;12).*

5. Subsequently, it was discovered that records were missing. When Aleisha Golden went to Mr. Kimmons, Nutrition Manager's, office, upon entrance, she observed him completing Haven Hills Estates meal count forms in pencil. She informed him that records could not be created for meals that were already claimed and not recorded as point of service at an actual meal service. *(See, Affidavit of Aleisha Golden at paragraph 13).* The SFSP

Administration Guide describes a point of service meal count as a meal that is counted at the actual point of service, i.e., meals are counted as they are served, to ensure that an accurate count of meals served is obtained and reported. It is critical that site personnel and monitors understand the importance of accurate point-of service meal counts. Only complete meals served to eligible children can be claimed for reimbursement. Counting meals at the point of service also allows site personnel to ensure that only complete meals are served. *(See, Affidavit of Aleisha Golden at paragraph 12).*

6. As the review progressed, Ms. Golden asked Mr. Kimmons for the missing records. He stated the missing forms had been completed during the meal service, but they could not be located. Mr. Kimmons was also questioned about the meal count forms that were provided, but unsigned. When questioned about the unsigned forms, he stated there was some confusion regarding who the site supervisor was to sign the forms. In response, Ms. Golden asked Mr. Kimmons to identify the site supervisor for all the sites and the persons responsible for completing the meal count forms. Mr. Kimmons provided no names and stated at times he completed the meal count forms. *(See, Affidavit of Aleisha Golden at paragraph 13).*

7. Later, Ms. Golden requested the site operational delivery schedule, and a list of employees who, as of May 12, 2021, were operating as site supervisors and delivery drivers for all sponsored sites. No lists were ever provided. *(Supra, at paragraph 13).* Mr. Matchett came into Mr. Kimmons office and was questioned about missing records and recordkeeping procedures. Mr. Matchett responded he enters the claims for reimbursement into DECAL's ATLAS computer system based upon the records received from Mr. Kimmons. *(See, Affidavit of Aleisha Golden at paragraph 14).*

8. Neither Mr. Matchett nor Mr. Kimmons could explain why the meal count records were not available to support the claims for reimbursement from January 2021 through May 12, 2021. Ms. Golden informed both Mr. Matchett and Mr. Kimmons that it appeared as though the daily meal count records were not being completed as required, especially since there were no records from the previous day and the current month of May. (*See, Affidavit of Aleisha Golden at paragraph 14*). Of note, Mr. Matchett mentioned to Ms. Golden that he was not expecting a review from the State (DECAL) because of the national COVID Pandemic. Mr. Matchett was informed that USDA did not waive compliance and review procedures and it did not waive any of the requirements that the Sponsoring Organization adhere to SFSP Program requirements and protect the integrity of federal funds. (*Supra at paragraph 14*).

9. On May 12, 2021, Ms. Golden and Ms. Digbie prepared to observe the supper meal service at the Boys and Girls Club main office. Mr. Kimmons was observed bringing and placing a cooler with food in the lobby area at the front door entrance. Mr. Kimmons advised that the participating children arrived around 4:00 P.M. to pick up meals. Mr. Kimmons was also asked for the name of the site supervisor for meal service. He did not provide them with a name, and no participating children arrived to take a meal. (*See, Affidavit of Aleisha Golden at paragraph 15*). The Examiners observed the operations until the building was closed for the day. They asked Mr. Kimmons why no children appeared for the day since they had been claiming 550-600 supper meals each day for the location. (*Supra at paragraph 15*). The only children who received meals that day were 40 after school program children that received their meals in another part of the building. (*Supra*). A nearby worker was questioned about the meal service to which she answered she had never seen a

meal service where meals were served in the front lobby area or around the property. (*See, Affidavit of Aleisha Golden at paragraph 16*). The head cook for the Boys and Girls Club was questioned about meal counts, number of meals prepared daily, and her completion of meal count forms, and she reported she has never conducted a meal service, delivered meals, served meals, or conducted a point of service meal count. She added that the meal count forms that contained her signature in February and March 2021 for Packa Villa and R.D. Smith were completed by Mr. Kimmons after she signed them. (*See, Affidavit of Aleisha Golden at paragraph 17*). The Audit team spoke to another cook at the Boys and Girls Club and asked if 1,500 meals per day were being prepared and she replied 500 meals a day were being prepared. (*See, Affidavit of Aleisha Golden at paragraph 18*).

10. Also, on May 12, 2021, Audit Team Members Golden and Appling, spoke with Kimmons and Matchett on the use of waivers, missing meal count records, missing bank statements/general ledger, and site and meal observation concerns. Examiner Golden acknowledged that the Boys & Girls Club had approval for the non-congregate and parent-pickup waiver issued by USDA and approved by DECAL, which allowed children and/or parents of children to pick up meals on behalf of their children from the site location at the designated meal service time. The waiver merely waived the requirement of 7 *CFR* § 225.6(e)(15) that meals must be consumed at the site location. The other program requirements, such as meals may only be at the site location, and meal service times must be disclosed and approved by DECAL in the site application remained in effect. During the discussion, Mr. Matchett was asked what part of the waivers allowed him to drive around the community and surrounding area and give out meals. Mr. Matchett had no response. When Mr. Matchett and Mr. Kimmons were asked about the missing meal count records,

neither could provide an explanation for the missing records, and no evidence was provided to indicate records were being completed daily during the meal service. (*See, Affidavit of Aleisha Golden at paragraph 19*).

11. Additionally, Mr. Matchett could not provide the documents used to enter the claims in Atlas. The Audit team was still missing the requested financial documents. Mr. Matchett indicated that he was still working on it. Mr. Matchett indicated that Mr. Kimmons purchased the food for the SFSP program, but he was the only person responsible for reviewing, reporting SFSP expenses and making sure they are allowable and coded correctly for their outsourced Certified Public Account (CPA). The review team also asked Mr. Matchett and Mr. Kimmons about the vast discrepancies they observed on May 12, 2021, in the kitchen meal preparation, delivery of meals and the meal service observations compared to the claiming history, for which they had no explanation. (*Supra at paragraph 19*).

12. On May 13, 2021, the Audit Review Team returned to the Boys and Girls Club of Moultrie to continue the review and observations. Mr. Kimmons was observed bringing a cooler into the lobby for a meal service. Inside the cooler were 150 meals for the Breakfast Service. Mr. Kimmons did not identify a site supervisor as requested, but stated he usually completes the paperwork for the site location, and that he had completed all the meal count forms for April. During the observation no one showed up to take a meal. (*See, Affidavit of Aleisha Golden at paragraphs 20-21*).

13. The team interviewed an employee who claimed to be a site supervisor for one of the Boys and Girls Club site, R.D. Smith. The employee stated she only worked afternoons. She verified her signature on some meal count forms, however when they questioned her

about her signature on some Breakfast Service forms, she stated she did not actually see the service and she did not always complete the entire form. She added that she gave the incomplete forms to Mr. Kimmons. (*See, Affidavit of Aleisha Golden at paragraph 22*).

14. Later, in the afternoon, Ms. Golden and Mr. Appling met with Mr. Kimmons and Mr. Matchett to inform them that they had been conducting observations at all their sites in March and April at various meal services on different days and they had identified a large variance in the total number of meals claimed compared to observations, and that same inconsistencies have been found with the observations on May 12th and 13th. (*See, Affidavit of Aleisha Golden at paragraph 23*). They also determined that Mr. Matchett had day to day oversight of the operations of the SFSP. (*Supra*). Mr. Matchett was responsible for entering claims for reimbursement, responsible for financial banking information, and reporting for the Organization. It was also determined that Mr. Matchett knowingly entered claims in the DECAL data system for payment without adequate records to support and validate the claims. Mr. Kimmons was responsible for purchasing food, ensuring food was prepared and delivered, and making sure that staff completed and maintained daily meal count records. (*Supra*).

15. On May 17, 2021, additional records were requested. On May 18, 2021, Mr. Matchett informed Ms. Golden that reconciliation for October 2020 through March 2021 was not complete and was asked to submit the requested general ledger/chart of account that aligned with the period. Later, Mr. Matchett submitted the documents. (*See, Affidavit of Aleisha Golden at paragraphs 24-25*). On May 19, the documents submitted contained errors with no revenue and expenses appearing for October 2019 through May 18, 2021 however there were some entries for revenue and expenses for January through April 2021. Immediately site

caps were imposed. Mr. Matchett was informed that 7 site-level findings had been issued, and he had to submit corrective action by May 27, 2021. (*See, Affidavit of Aleisha Golden at paragraphs 26-27*).

16. The seven findings were as follows:

(1) Finding #1008 -The sponsor did not maintain a current/updated application with accurate information. Citation: Sponsor recordkeeping is inaccurate per the SFSP Administrative Guidance. The sponsor did not update and maintain accurate program operations in the site applications for all sites. The application's site supervisors are not accurate and reflective of the current site supervisor. The sponsor does not adhere to meal service times and actual site locations during the meal service times. The Sponsor has approval for a parent-pick-up waiver and non-congregate, however is not accurately utilizing the waivers. Additionally, the sponsor is operating mobile and home delivery without disclosure in the site applications, waiver approval, and approval from DECAL. The sponsor is also dropping off meals at other site locations, for which they have not disclosed to DECAL and received approval to operate at the sites. The Sponsor did not update the site meal max for the sites reflective of actual meal service and make adjustments with the objective of only claiming one meal per child.

(2) Finding #602- (Boys & Girls Club main site) The meal observation is inconsistent with the number of meals claimed. Citation: The meal observations are inconsistent with site meal cap based on the attendance and objective of providing only one meal per child per 7 CFR 225.6 (d)(2)(ii). A site cap of 30 breakfast meals and 60 supper meals was issued effective May 21, 2021.

(3) Finding #602- (Packer Villa) The meal observation is inconsistent with the number of meals claimed. Citation: The meal observations are inconsistent with site meal cap based on the attendance and objective of providing only one meal per child per 7 CFR 225.6(d)(2)(ii). A site cap of 20 breakfast meals and 20 supper meals was issued effective May 21, 2021.

(4) Finding #602- (Haven Hill Estates) The meal observation is inconsistent with the number of meals claimed. Citation: The meal observations are inconsistent with site meal cap based on the attendance and objective of providing only one meal per child per 7 CFR 225.6 (d)(2)(ii). A site cap of 20 breakfast meals and 20 supper meals was issued effective May 21, 2021.

(5) Finding #602- (Shy Manor Terrace Apartments) The meal

observation is inconsistent with the number of meals claimed. Citation: The meal observations are inconsistent with site meal cap based on the attendance and objective of providing only one meal per child per 7 *CFR* 225.6(d)(2)(ii). A site cap of 20 breakfast meals and 20 supper meals was issued effective May 21, 2021.

(6) Finding #602- (Berlin Youth Center) The meal observation is inconsistent with the number of meals claimed. Citation: The meal observations are inconsistent with site meal cap based on the attendance and objective of providing only one meal per child per 7 *CFR* 225.6(d)(2)(ii). A site cap of 30 breakfast meals and 30 supper meals was issued effective May 21, 2021.

(7) Finding #602- (R.D. Smith Teen Center) The meal observation is inconsistent with the number of meals claimed. Citation: The meal observations are inconsistent with site meal cap based on the attendance and objective of providing only one meal per child per 7 *CFR* 225.6(d)(2)(ii). A site cap of 30 breakfast meals and 30 supper meals was issued effective May 21, 2021.

(See, Affidavit of Aleisha Golden at paragraph 27.)

17. On May 28, 2021, Mr. Matchett's corrective action was reviewed and returned for revisions. Meanwhile, there was still the issue of outstanding financial records needed to complete the Sponsor review. Follow-up emails continued to be sent over a period that spanned from May 26, 2021, through June 30, 2021. *(See, Affidavit of Aleisha Golden at paragraphs 28-31).*

18. Ms. Golden sent an email to Mr. Matchett and the Chairman of the Board for the Girls and Boys Club of Moultrie, Bill Durham, to set up a meeting to discuss preliminary SFSP Sponsor findings. *(See, Affidavit of Aleisha Golden at paragraph 32).* On July 21, 2021, the virtual meeting took place with Ben Appling and Aleisha Golden of DECAL and Mr. Matchett and Mr. Durham of the Boys and Girls Club of Durham. The purpose of the meeting was to update them on the ongoing SFSP compliance/claim review and inform them of the observations and analysis drawn therefrom regarding the claiming practices of

the Sponsoring Organization. (See, *Affidavit of Aleisha Golden at paragraphs 33-34*).

19. The review team of Golden and Appling summarized the on-site reviews and the meal observations made on May 12-13, 2021, and in March and April 2021. The team also offered a glimpse into their financial analysis based on the cost of meals. The team informed Mr. Matchett and Mr. Durham that based on their analysis of actual food expenses (invoices/receipts from Boys & Girls Club) compared to the number of meals claimed from January through April 2021, they estimated if the sponsor had purchased all the required food items for the meals claimed, the food purchases should have totaled approximately \$320,000 rather than the \$51,899 that was reported. (*Supra*).

20. The team broke down the analysis further to show that based on the total meals claimed from January through April and the food purchased by Boys & Girls Club, the average cost per meal came out to \$0.11-\$0.22 cent per meal. They also demonstrated that in order to meet meal pattern requirements for SFSP, at least three components are required for breakfast and four components are required for supper, however they had found that individual food components cost more than the actual costs expended by the sponsor per meal/day: 1 half pint of milk cost \$0.36, cereal bowls cost \$0.46, individual packs of baby carrots cost \$0.34, breakfast pizzas cost \$0.35, corndogs cost \$0.37, sausage biscuits cost \$0.64, burger patties cost \$0.45 and bags of Cheez-it crackers cost \$0.27. All these items were on the menu and invoices submitted by the Sponsor. The analysis highlights that the amount of food purchased does not meet the meal component requirements based on the number of meals claimed and there is no way that the amount of food purchased supports the total meals claimed. In closing, the team's summary led them to conclude that the number of meals claimed during the months of January through April 2021 could not be

substantiated through observations of the Sponsor's meal service activities, records of meals claimed and their food purchases. (*Supra*).

21. The Review team concluded that the daily meal count forms provided were not accurate and inflated. Mr. Matchett and Mr. Durham were asked about the variances and discrepancies in the meal counts versus the observations. Mr. Matchett provided no answers and Mr. Durham seemed surprised and stated that he was not aware of these operations and did not have access to DECAL's web-based program, Atlas. Mr. Durham also stated that he and the board members rely on Mr. Matchett to oversee the day-to-day operations at the Boys & Girls Club of Moultrie and the SFSP operations. (*Supra*).

22. On July 21, 2021, following the earlier meeting, Mr. Durham called Ms. Golden and asked for another meeting with she and Mr. Appling. He further explained that a former employee who now works at the Department of Recreation had stated that on May 12, 2021, she received a call from Mr. Matchett stating that they were being audited by the State and asking if she could send some people over to get a meal “asap.” (*See, Affidavit of Aleisha Golden at paragraph 35*). Also, during the call Mr. Durham asked for a list of all the financial documentation she had not received from Mr. Matchett. Subsequently, all records were submitted on August 6, 2021. (*See, Affidavit of Aleisha Golden at paragraph 36*).

23. All compliance review activities were finalized on September 15, 2021, and the findings report was completed. (*See, Affidavit of Aleisha Golden at paragraph 37*); (*See also, Exhibit 5, Findings Report*). On September 28, 2021, an Exit Conference was held where all the findings were presented and discussed. (*See, Affidavit of Aleisha Golden at paragraph 39*). On September 28, 2021, and again on September 29, 2021, Mr. Durham

called Ms. Golden informing her that Mr. Matchett wanted to dispute the unallowable costs but agreed to the reclaims and claim denials. However, he had spoken to the Board, and they would not be filing an Appeal and planned to return all the funds back to DECAL immediately. *(See, Affidavit of Aleisha Golden at paragraph 40)*. Mr. Durham asked the Audit team members to speak to the Board members and present the findings. The virtual meeting was held on October 13, 2021, in Mr. Matchett's presence. *(See, Affidavit of Aleisha Golden at paragraphs 41-42)*. Subsequently, on October 15, 2021, Aleisha Golden submitted a Seriously Deficient recommendation to Nutrition Policy Administrator Robyn Parham, based on the findings that resulted in severe program operations violations, program integrity not maintained and submission of false documents to DECAL. *(See, Affidavit of Aleisha Golden at paragraph 43; See, Affidavit of Robyn Parham at paragraph 22); (See also, Exhibit 6, Seriously Deficient Recommendation)*.

24. The Boys and Girls Club of Moultrie as the Sponsoring Organization, and Joseph Matchett, IV and Adolphus Kimmons, as Responsible Principals, did not appeal the findings. On March 24, 2022, the Boys and Girls Club of Moultrie was declared "Seriously Deficient." *(See, Affidavit of Robyn Parham at paragraph 22.)* Pursuant to 7 CFR § 225.11(c). The responsible parties and responsible principals were issued a Notice of Serious Deficiency. *(See, Exhibit 7, Notice of Serious Deficiency)*. The Notice requested corrective action responses and initially set a deadline for responses of April 7, 2022. Later the date for revisions was extended to April 25, 2022. *(See, Affidavit of Robyn Parham at paragraph 23), (See also, Exhibit 11, Corrective Action Responses)*.

25. Although, both Mr. Kimmons and Mr. Matchett were named as a Responsible

Parties and served individually they did not submit individual corrective action responses. *(See, Corrective Action Responses in their entirety.) (See also, Affidavit of Robyn Parham at paragraphs 26;35-42)* Per the corrective action responses submitted by the Boys and Girl Club of Moultrie, Mr. Matchett separated from the Organization on November 4, 2021, and Mr. Kimmons is no longer employed as Nutrition Director for the Organization and is not affiliated with the SFSP or eligible for any position that interacts with the SFSP. *(See, Affidavit of Robyn Parham at paragraph 25).*

26. On June 7, 2022, DECAL issued a Combined Notice of Successful Corrective Action and Temporary Deferment of Serious Deficiency for the Boys and Girl Club of Moultrie and a Notice of proposed Disqualification of Responsible Principals and/or Responsible Individuals Joseph Matchett and Adolphus Kimmons, for which DECAL provided Appeal procedures. *(See, Exhibit 9, Combined Notice of Successful Corrective Action and Temporary Deferment of Serious Deficiency for the Boys and Girl Club of Moultrie and Notice of proposed Disqualification of Responsible Principals and/or Responsible Individuals Joseph Matchett and Adolphus Kimmons); (See also, Affidavit of Robyn Parham at paragraphs 27-28).* Mr. Matchett seeks to Appeal his disqualification from participation in the SFSP and has requested an administrative review of the record. *(See, Exhibits 10 and 12).*

27. With regard to the first issue, Petitioner opines that inasmuch as he resigned his position on November 4, 2021, that he could not submit or write a corrective action plan on behalf of his former employer as it related to a corrective plan for the serious deficiencies that was due on March 7, 2022. *(Petitioner proposed findings of fact, p. 1).*

28. With regard to the second issue, Petitioner opines that although he was named the principal contact, he is not liable by virtue of that position alone. During the time of the evaluations from December 27, 2020 through March 8, 2021, he was on administrative leave and not working. He further states that he was not participating in day to day operations of the feeding program during the time the infractions were committed. (*Petitioner's proposed findings of fact, p. 2*).

III. Conclusions of Law

1. DECAL is the State Agency in Georgia with the responsibility for the administration of the Summer Food Service Program. 7 C.F.R. §225.3(b). The Agency shall provide sufficient qualified consultative, technical, and managerial personnel to administer the SFSP, monitor performance, and measure progress in achieving SFSP goals. See, 7 C.F.R. §225.6(a)(1). DECAL shall require applicant Sponsors submitting Program application site information sheets, Program agreements, and Sponsors submitting claims for reimbursement to certify that the information submitted on these forms is true and correct and that the Sponsor is aware that deliberate misrepresentation or withholding information may result in prosecution under applicable State and Federal statutes. 7 C.F.R. §225.6(a)(3). DECAL must also review Sponsors and Sites to ensure compliance with SFSP regulations and any other applicable instructions issued. 7 C.F.R. §225.7(d)(2). As applied, the Boys and Girls Club of Moultrie, Colquitt County applied to continue operating as an SFSP Sponsor during the 2020-2021 fiscal year. Joseph Matchett submitted the application as the Principal Program Contact. As such Sponsoring Organization's Program Contact, Mr. Matchett is responsible for the management and daily operation of the SFSP in the organization and he accepts final financial and administrative responsibility for management of an effective food service

program. He further agrees to comply with all SFSP regulations pursuant to 7 C.F.R. § 225, and any instructions or procedures issued in connection therewith, and the SFSP policies and guidance of DECAL, including but not limited to, attending training and maintaining records. (See, 7 C.F.R. § 225.15; DECAL Policy SFSP/04-10; DECAL Policy SFSP/03-13; DECAL Policy SFSP/10-17).

2. Pursuant to DECAL Policy No. SFSP/03-10, Mr. Matchett is responsible for the successful operation of the SFSP he is responsible for the management and daily operation of the SFSP, he is the point of contact for DECAL concerning all areas of program management; he must be in attendance at all DECAL mandatory training sessions; he must be sufficiently trained and possess the program knowledge to ensure success of the program in the organization; and he must be available to provide any information needed during a review or audit by DECAL and its agents. In addition, per DECAL Policy No. SFSP/03-3, Use of and Access to the GA ATLAS Web-based System, (May 3, 2016), the program contact must maintain the integrity of SFSP applications and claims information by issuing the username and password for GA ATLAS to only staff/individuals performing duties related to SFSP. The policy also advises, the Program Contact accepts and assumes full responsibility for all activities conducted (including certifying that all program requirements are met; checking/confirming certification statements; submitting valid, accurate claims; maintaining an accurate application; etc.) while any individual is signed-on the system under either usernames or passwords. Also, for the Sponsoring Organization, Mr. Matchett shall plan for and prepare meals based on participation trends with the objective of providing one meal per child at each meal service. (See, 7 C.F.R. § 225.15 (b)(3)). Adjustments are to be made using results from the monitoring of your sponsored sites to reduce the resultant waste. (See, 7 C.F.R.

§ 225.15(b)(4)). As applied, Mr. Matchett, as the Principal Program Contact, did not protect against resultant waste by his failure to maintain accurate records justifying all meals claimed, and documenting that all Program funds were spent only on allowable Child Nutrition costs.

3. Failure to maintain such records may be grounds for denial of reimbursement for meals served to children for each meal type. In accordance with DECAL Policy, SFSP/04-5, which covers recordkeeping requirements for all Sponsors participating in the SFSP, the audit team requested all Boys and Girls Club of Moultrie's SFSP records to support the claims from January 2021 through May 12, 2021, and Mr. Matchett failed to deliver all of those records.

(See, Affidavit of Aleisha Golden at paragraphs 9-10;12.) (See, DECAL Policy, SFSP/04-5.) When the examiners questioned Mr. Matchett about the SFSP operations he could never demonstrate why the meal observations fell short of the meals being claimed on the meal count forms, why more meals were prepared than children actually served, why meal count forms were not completed at point of service, why incomplete meal count forms were filled out by persons who did not watch the meal service, why the required records to support the meal services were missing, and why the requested financial records were not provided. *(See, 7 C.F.R. § 225.11(e); 7 C.F.R. § 225.11(f)); (See, also, 7 C.F.R. §225.12).*

4. By executing the SFSP operations agreement, Mr. Matchett agreed to have administrative oversight over all sites being sponsored by the Boys and Girls Club. He was responsible for maintaining contact with meal service staff, ensuring that there were adequately trained meal service staff onsite, monitoring the meal service throughout the period of Program, terminating meals at a site if staff fail to comply with program regulations, and exercising management and control over Program operations throughout Program participation. *(See, 7 C.F.R § 225.14 (d)(3) (i.) and (ii)).* Sponsors shall operate the SFSP in

accordance with all provisions of 7 C.F.R. § 225, and any instructions and handbooks issued by DECAL and the FNS. (See, 7 C.F.R. §225.15(a)).

5. The principal that signs the application is considered a key principal. A responsible individual is any non-principal associated with the Boys and Girls Club of Moultrie's operation of the SFSP Program who bears responsibility for a serious deficiency. (*Compare, Discussion contained in USDA Serious Deficiency, Suspension, & Appeals for State Agencies & Sponsoring Organizations; A Child and Adult Care Food Program Handbook, U.S. Department of Agriculture Food and Nutrition Service, February 2015, Exhibit 13, pg. 30-31*). Despite Petitioner's denial that he was a principal at the time of the deficiencies cited, the record shows that Petitioner remained a key principal until removed as such from the Boys and Girls Club of Moultrie's operation.

6. Program regulations require that individuals who are identified as Responsible Principals and Responsible Individuals (persons who are responsible for the serious deficiencies of the Sponsoring Organization) be identified and served with the Notice of Serious Deficiency even if they are no longer employed at the time of the serious deficiency determination. (*Supra*). Sending the notice fulfills DECAL's obligation of providing an opportunity to take corrective action. (*Supra*). Prior to issuing the Notice of Serious Deficiency dated March 24, 2022, DECAL was learned that Mr. Matchett was no longer employed at Boys & Girls Clubs of Moultrie. Inasmuch as an institution can never be seriously deficient without some improper action by a person in that institution, the record reasonably supports a conclusion that Mr. Matchett, Chief Executive Officer, program contact, and claims administrator for the Boys and Girls Club is a Responsible Principal, and Adolphus Kimmons, Nutrition Director, is a Responsible Individual.

7. Corrective Action Procedures are used to improve Program performance. (*See, 7 C.F.R. § 225.11(a).*) Moreover, DECAL Policy No. SFSP/04-15, advises, “[t]he SFSP serious deficiency process was established to ensure compliance with USDA FNS regulations and guidance to protect Program integrity. It ensures Program integrity by allowing DECAL a process in which sponsors that have failed to correct non-compliance issues may be terminated and disqualified for cause in accordance with applicable Federal regulations.” Pursuant to *7 CFR § 225.11(c)* and DECAL policy, a Notice of Serious Deficiency was issued on March 24, 2022, to the Boys & Girls Clubs of Moultrie, and to the responsible principals and responsible individuals, Joseph Matchett, Adolphus Kimmons, and Bill Durham. (*See, Exhibit 7.*)

8. Joseph Matchett, as the Executive Director and Sponsor Program Contact for the Boys and Girls Club of Moultrie’s SFSP, has submitted false information via DECAL’s web-based ATLAS system False Information. *7 C.F.R. § 225.11(c)(2)*. The submission of false information to DECAL is a serious deficiency and grounds for termination from participating in the SFSP. Mr. Matchett certified that what he was entering into ATLAS was true and accurate, even though he has not provided supporting documentation for everything he entered, resulting in a massive disallowance. The submission of the claims was intentional, he knowingly entered claims that he knew or should have known were not based upon true or existing Program Records. Matchett’s failure to submit successful corrective action leaves DECAL no way to analyze whether he understands what he did wrong or is able to successfully and permanently correct serious deficiencies that he caused. Generally, he has failed to effectively refute the findings and cure all bad acts.

9. DECAL is seeking to terminate and disqualify Mr. Matchett from the operation of a Summer Food Service Program because of his failure to operate efficiently the SFSP on behalf

of the Boys and Girls Club of Moultrie. See, 7 C.F.R. § 225.11(c). The record supports a conclusion that Joseph Matchett, as Program contact for The Boys and Girls Club of Moultrie's Summer Food Service Program, failed to keep adequate records, failed to perform oversight, failed to perform his administrative responsibilities, and submitted false information to DECAL. *See, 7 C.F.R. §225.11(c)(2); 7 C.F.R. § 225.11 (c) (4).*

10. DECAL, as the state agency, shall terminate the Program agreement with any Sponsor which it determines to be seriously deficient. However, DECAL shall afford a Sponsor, a Responsible Principal or Responsible Individual a reasonable opportunity to correct problems before terminating the Sponsor, Responsible Principal or Responsible Individual for being seriously deficient in its operation of the SFSP. *(See, 7 C.F.R. 225.11.) (See, 7 C.F.R. § 225.11(c)(4).) (See also, DECAL Policy SFSP/04-15.) (See also, 7 CFR § 225.13.)* Mr. Matchett, as a responsible principal, has never addressed the problems he created. As requested, he is appropriately to be disqualified from participating in SFSP.

IV. Decision

Review of the record submitted supports DECAL's determination that Mr. Matchett is terminated and disqualified from participating in SFSP and that his name is appropriately placed on the National Disqualified List.

SO ORDERED, this 23rd day of September 2022.


Steven W. Teate
Administrative Law Judge

