


Heartland Child Nutrition, Inc.

Sponsor of the USDA Child and Adult Care Food Program

Child Care Provider/Sponsor Participation Agreement

	<p>CHILD AND ADULT CARE FOOD PROGRAM (CACFP) AGREEMENT BETWEEN HEARTLAND CHILD NUTRITION, INC. AND CHILD CARE HOME</p> <p>NORTH DAKOTA DEPARTMENT OF PUBLIC INSTRUCTION CHILD NUTRITION & FOOD DISTRIBUTION PROGRAMS</p>	<p>INSTRUCTIONS: Complete requested information and retain a copy for your file. This form remains current for the duration of your participation in the CACFP under the Heartland sponsorship.</p>
AGREEMENT		Provider Number
Heartland Child Nutrition, Inc.	Heartland Child Nutrition, Inc.'s Address <i>P.O. Box 1218, Bismarck, ND 58502-1218</i>	
Provider's Name	Provider's Birth Date (<i>Mo./Day/Yr.</i>)	
Provider's Address (<i>Street, City, Zip</i>)		

This Agreement, entered into this _____ day of _____, 200____ by and between Heartland Child Nutrition, Inc. and Provider is permanent until terminated by either party. It specifies the rights and responsibilities of Heartland Child Nutrition, Inc. and the Provider as participants in the United States Department of Agriculture (USDA) Child and Adult Care Food Program (CACFP) administered by the North Dakota Department of Public Instruction (DPI).

Rights and Responsibilities of Heartland Child Nutrition, Inc.

In accordance with the Child and Adult Care Food Program regulations, Heartland Child Nutrition, Inc. agrees to:

1. Enter into an agreement only with a child care provider who is currently licensed, certified, registered or approved in accordance with Part 226.6(d) of the CACFP regulations.
2. Train the Provider in program requirements before the Provider begins participation in the CACFP.
3. Offer additional training sessions not less frequently than annually.
4. Respond to a Provider's request for technical assistance.
5. Provide all CACFP recordkeeping forms to the Provider.
6. Not charge a fee to the Provider for CACFP administrative services.
7. Disburse to the Provider the full amount of CACFP payments earned by the provider and received by Heartland Child Nutrition, Inc. from DPI within five days of receipt in accordance with CACFP regulations [7CFR 226.16(8)].
8. Assure that all meals claimed for reimbursement are served to eligible enrolled children without regard to race, color, national origin, sex, age, or disability, and that all meals claimed for reimbursement meet the meal requirements of the CACFP (7 CFR 226.23).
9. Assure payment is not made for meals served to children attending in excess of the authorized capacity as determined by applicable licensure, certification, registration or approval regulations.
10. Assure that claim for payment is made for no more than two meals and one snack or two snacks and one meal per child per day according to current USDA regulations.
11. Review (visit the site of operation) each child care home a minimum of two-three times per year. The first review will be within the provider's first four weeks of program operation. At least (2) two visits will be unannounced. Additional reviews may be made as necessary. Reviews will be made during the days and hours of operation as listed on the child care provider's application.
12. Disallow for reimbursement meals served prior to the day of the onsite review by Heartland Child Nutrition, Inc. when menus and/or the number of meals served by type and child name (or designation) have not been recorded as of the day of the onsite review. Disallow for any meals that cannot be validated for claiming as a result of household contacts according to Heartland Child Nutrition, Inc. policy.
13. Inform tier II child care homes of all the options for receiving reimbursement for meals served to enrolled children.
14. Collect, upon the request of a tier II child care home, applications and determine the eligibility of enrolled children for tier I meals.
15. Conduct parental audits of enrolled children as required by CACFP regulations and USDA and DPI guidance.
16. Provide each home with information that describes the CACFP and its benefits (parent brochure) and request that all parents and guardians of children enrolled in the child care home are given this information.

Rights and Responsibilities of Child Care Homes

In accordance with Child and Adult Care Food Program regulations, the child care home agrees to:

1. Prepare and serve meals at no charge which meet the meal pattern requirements for the ages of children being served as specified in program regulations and at the meal service times specified on the child care provider's application. Meal service times on the application must be consistent with Heartland Child Nutrition, Inc. policy. Notify Heartland Child Nutrition, Inc. in advance when there are alterations to the normal meal service times.
2. Maintain on a daily basis records of attendance, menus, and the number of meals by type and child name (or designation) that are served to enrolled children. (Menus and the number of meals served by type and child name (or designation) must be recorded by the end of each operating day.) Maintain records on site of child care operations and make them readily available for home reviews during hours of operation as listed on child care provider's application.
3. Claim meals served to provider's own children 12 years of age and under only if enrolled children who live outside the provider's home are also served the meals at the same time and only if the provider is approved to claim own children by Heartland Child Nutrition, Inc.. Meals claimed, including provider's own, can not be in excess of the child care home's authorized capacity.
4. Maintain child enrollment information and promptly inform Heartland Child Nutrition, Inc. about any change in the number of children enrolled for care or other changes on the child enrollment form.
5. Provide documentation that Provider's home is currently licensed as a family or group child care, registered or certified child care home, or approved in accordance with local child care regulations, and will promptly inform Heartland Child Nutrition, Inc. of any change in the home's license, registration or certification approval status. Promptly notify Heartland Child Nutrition, Inc. of change in child care address and phone number or change in provider's name.
6. Annually participate in training sessions required and provided by Heartland Child Nutrition, Inc.
7. Allow representatives from Heartland Child Nutrition, Inc., USDA, DPI and other State and Federal officials with photo identification to make announced and unannounced visits to the Provider's home to review the meal service and records anytime during the days and times listed on the provider's application during normal hours of child care operations.
8. Serve meals to enrolled children present during meal times without regard to sex, race, color, national origin, age, or disability.
9. Send meal count/menu records to Heartland Child Nutrition, Inc. by the fifth day of each month. Any claim received after the fifth day of the month following the claim period may be paid late or not at all if outside of Heartland Child Nutrition, Inc.'s timeframe for requesting USDA funds.
10. Notify Heartland Child Nutrition, Inc. of any claim reimbursement discrepancies in a timely manner. Failure to do so may result in inability to obtain reimbursement for any outstanding payments. Payment errors in late claims will be paid only if the sponsor can still obtain the funds from the USDA.
11. The Provider's home must be open to all children without regard to sex, race, color, national origin, age, or disability. (This applies only during the home's official hours of business as a child care operation.)
12. Allow Heartland Child Nutrition, Inc., the DPI and the USDA to conduct parental audits.
13. Provide the parents or guardians of enrolled children with information that describes the CACFP and its benefits (parent brochure).
14. The child care home provider must notify Heartland Child Nutrition, Inc. in advance whenever the provider is planning to be out of their home with the children during the approved meal service periods. If the provider fails to notify the sponsor and an unannounced review is made during the scheduled meal time, claims for meals that would have been served during the unannounced review must be disallowed for CACFP reimbursement by Heartland Child Nutrition, Inc.
15. Be physically present in the child care operation of which this agreement is covering at least 75% of the operating hours of the family child care home each day. The child care provider (the individual who has signed this agreement) must be present during meals/snacks claimed for reimbursement with the exception of the limited time the family child care home provider transports children to and from school and child-based activities, running errands, etc. Only during those limited times would the approved alternate caregiver(s) that are preparing/serving the meals/snacks be allowed to claim the meals for CACFP reimbursement.
16. Notify Heartland Child Nutrition, Inc. in advance in times of a family emergency, planned vacations, etc. when an alternate approved (eligible through social services to provide care in the child care home) caregiver(s) is utilized for operating the child care more than 25% of the operating hours in a day. Failure to do so will result in non-approval for the meals/snacks served that day.
17. Comply with USDA regulations and Heartland Child Nutrition, Inc. regulations as implemented and/or revised as written in the Heartland Child Nutrition, Inc. provider handbook.

Termination Policy:

The provider may terminate this agreement by notifying Heartland Child Nutrition, Inc. in writing; however, the following stipulations apply: 1) if the provider voluntarily terminates the agreement after being declared seriously deficient in their operation of the CACFP and the serious deficiency has not been rescinded, Heartland Child Nutrition, Inc. must propose to disqualify the provider from future CACFP participation; 2) if the provider voluntarily terminates their agreement after having been suspended of their participation in the CACFP by Heartland Child Nutrition, Inc., Heartland Child Nutrition, Inc. must propose to disqualify the provider from future CACFP participation; 3) a provider that terminates the agreement to switch to another sponsoring organization may only do so at the beginning of each new fiscal year (October 1 annually) unless the provider moves out of the Heartland Child Nutrition, Inc.'s service area. A provider must inform Heartland Child Nutrition, Inc. in writing of their intention to transfer prior to September 1 in order to be effective for the new fiscal year (October 1 – September 30 annually).

Heartland Child Nutrition, Inc. may terminate this agreement for convenience upon ten (10) days' written notice for convenience subject to stipulations by the ND Department of Public Instruction.

Heartland Child Nutrition, Inc. may propose in writing to terminate this agreement for cause after a provider has been declared seriously deficient in their operation of the CACFP and there has been failure by the provider to fully and permanently correct the serious deficiency. In this event a provider will be provided a copy of the appeal procedures and the provider will have the option to request a fair hearing according to the appeal procedures prior to any determination to terminate the provider's participation for cause. The determination by Heartland Child Nutrition, Inc.'s hearing officer shall be the final administrative determination to be afforded to the child care provider.

Heartland Child Nutrition, Inc. may immediately suspend a provider's participation in the CACFP if Heartland Child Nutrition, Inc. determines there is an imminent threat to the health or safety of participants at a child care home, or that the child care provider has engaged in activities that threaten the public health or safety. A written notice of suspension shall be issued to the child care provider along with appeal procedures whereby the provider will have the option to request a fair hearing according to the appeal procedures prior to any determination to terminate the provider's participation for cause. The determination by Heartland Child Nutrition, Inc.'s hearing officer shall be the final administrative determination to be afforded to the child care provider.

SIGNATURES

WE HEREBY CERTIFY that the information on this form is true and correct to the best of our knowledge, and that we will comply with the rights and responsibilities outlined in this Agreement. The Provider also certifies that he/she is not participating in the Child and Adult Care Food Program under any other sponsoring organization, that he/she has not been previously disqualified from the CACFP or, during the past seven years, been convicted of any business crimes. We understand that state agency officials may, for cause, verify information. We also understand that this information is being given in connection with the receipt of federal funds, and that deliberate misrepresentation may subject us to prosecution under applicable state and federal criminal statutes.

Signature of Authorized Representative of Heartland Child Nutrition, Inc. ➤	Date Signed
Signature of Provider ➤	Date Signed

In accordance with Federal law and the U.S. Department of Agriculture policy, the Sponsoring Organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.