

**Permanent Agreement Between Sponsoring  
Organization and Child Care Site – Sponsoring Organization  
Provides Meals/Snacks**

Name of Sponsoring Organization	CE ID
Address of Sponsoring Organization (Street, City, State, ZIP)	
Name of Child Care Site	
Physical Address of Child Care Site (Street, City, State, ZIP)	County Name
Mailing Address of Child Care Site, if different from physical address (Street, P.O. Box, City, State, ZIP)	

**Agreement**

**This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the Child Care Site (Site) as participants in the Child and Adult Care Food Program (CACFP). By signing this permanent agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated.**

**Rights and Responsibilities of the Sponsor**

**The Sponsor agrees to:**

1. Provide meals/snacks that comply with CACFP meal pattern requirements.
2. Adjust the number of meals/snacks provided within \_\_\_\_\_ hours of being notified of the change by the Site.
3. Train child care Site staff according to CACFP requirements.
4. Provide technical assistance when problems are cited during monitoring visits, upon request from the Site, and as needed, and scheduled at a time and place convenient to the Site staff.
5. Provide CACFP record-keeping forms to the Site at no charge, and ensure the Site maintains records on-site according to CACFP record-keeping requirements.
6. Make no charge whatsoever to the Site for CACFP services.
7. Ensure that all meals are served to enrolled/participating children without regard to race, color, national origin, sex, age or disability.
8. Ensure that all meals claimed for reimbursement are those served to children who are properly enrolled, if applicable and in attendance at the meal service.
9. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per child per day. If at-risk, claim no more than one meal and one snack per child per day. **Exception:** Emergency shelters may claim reimbursement for three meals or two meals and one snack per child per day.
10. Ensure Sponsor staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
11. Conduct announced and unannounced monitoring reviews of the Site's food program operation according to CACFP requirements during the Site's normal hours of operation, including weekends, if applicable.
12. Submit the Site Application and any amendments on behalf of the Site to TDA in a timely manner.
13. Ensure the child care Site maintains a current license, if applicable.
14. Ensure an At-Risk Afterschool Care Center or Emergency Shelter maintains a current license or written verification of exemption from the Texas Department of Family and Protective Services (DFPS), if applicable. If not subject to licensing, ensure completion of required local health/sanitation and fire safety inspections.
15. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any child care Site when participants are present, if the person has been convicted of a felony or misdemeanor classified as an offense against the person or the family, or public indecency, or a felony violation of any statute intended to control the possession or distribution of a substance included in the Texas Controlled Substance Act (Chapter 481 of the Texas Health and Safety Code).
16. Immediately inform the health or licensing authority of any situation existing in child care sites that would threaten the health or safety of participants in attendance.
17. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a Site on the basis of race, color, national origin, sex, age or disability.

18. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to the Site in appropriate languages other than English.
19. Accept final administrative responsibility for ensuring the Site takes reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English.

### **Rights and Responsibilities of the Child Care Site**

#### **The Site agrees to:**

1. Record daily the:
  - a. meal type and meal count (taken at the point of service) served to each child; and
  - b. number of enrolled/participating children in attendance.
2. Claim only meals actually served during approved meal service times to children who are enrolled (or participate in an At-Risk Afterschool Care Center, Outside-School-Hours Child Care (OSHCC) programs or reside in an Emergency Shelter) in child care, in attendance and participating in the meal service.
3. Serve meals that meet the current CACFP requirements for the ages of the children served.
4. Notify the Sponsor immediately if there is any change in the meal service, including days, times, and/or types of meals served.
5. Notify the Sponsor immediately of the names of children added or deleted from the child care enrollment. (Not applicable to At-Risk Afterschool Care Centers, Emergency Shelters and Outside-School-Hours Care facilities.)
6. Receive mandatory CACFP training prior to program participation and annually thereafter as required by TDA and the Sponsor.
7. Allow representative of the Sponsor, TDA, USDA and other state and federal officials to enter the Site, announced or unannounced, to review CACFP operations and records during normal hours of child care operation. Individuals making such reviews must show photo identification of their employment with one of these entities.
8. Notify the Sponsor immediately if there is any change in the Site's licensing/approval status, update license as required by the Texas Department of Family and Protective Services or other authority (if military or tribal), or if not subject to licensing, ensure completion of required local health/sanitation and fire safety inspections, including correction of any violations cited.
9. Serve meals to all children without regard to race, color, national origin, sex, age or disability.
10. Meet all local health and sanitary code requirements applicable to food service.
11. Participate with one Sponsor at a time.
12. Authorize the Sponsor to apply for participation in the CACFP on behalf of the child care Site.
13. Provide education or enrichment activities for children participating in an At-Risk Afterschool Care Center.
14. Maintain records on-site relating to the Program according to CACFP record-keeping requirements.
15. If the site is a child care center, or emergency shelter, or OSHCC: Obtain prior written approval from TDA before transferring to another Sponsor within the program year. Termination of this permanent agreement during the program year does not constitute approval to transfer to another Sponsor. If the Site terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the Site may only participate with its current Sponsor unless the transfer is approved by TDA. **Exceptions:** Each year a Site may transfer to a different Sponsor without TDA approval, if otherwise eligible to participate in the CACFP, by signing a permanent agreement with a new Sponsor between June 1 and September 30 to become effective on the following October 1. Additionally, a Site may terminate this permanent agreement with its current Sponsor, with proper notice as outlined in Term and Termination below, and apply to participate with TDA at any time during the year.
16. If the site is an at-risk afterschool care center ONLY: Obtain prior written approval from TDA before transferring to another Sponsor within the program year. Termination of this permanent agreement during the program year does not constitute approval to transfer to another Sponsor. If the Site terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the Site may only participate with its current Sponsor unless the transfer is approved by TDA. **Exceptions:** Each year a Site may transfer to a different Sponsor without TDA approval, if otherwise eligible to participate in the CACFP, by signing a permanent agreement with a new Sponsor between June 1 and July 31 to become effective on no earlier than August 1 of the same year. Additionally, a Site may terminate this permanent agreement with its current Sponsor, with proper notice as outlined in Term and Termination below, and apply to participate with TDA at any time during the year.
17. Allow the Sponsor to retain 100% of the CACFP reimbursement for the administration and operation of the nonprofit food service.

**Term and Termination**

This agreement is effective from: \_\_\_\_\_ until terminated.

The Site will provide 30 days written notice if terminating this permanent agreement without the mutual consent of the Sponsor. If terminating this permanent agreement due to transfer to another Sponsor during the applicable exception provided in #15 or #16 above, the Site will provide written notification as soon as possible.

The Sponsor will provide the Site 30 day's written notice if terminating this permanent agreement for mutual consent or for reasons other than the Site's failure to meet the terms of this permanent agreement.

**Certification**

**We, the undersigned, do hereby make and enter into this contract. By so doing, we do certify that the information contained in this document to be true and correct to the best of our knowledge and is provided for the purpose of obtaining Federal financial assistance. We do mutually agree to comply with the CACFP federal regulations (7 CFR Part 226, as amended), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as amended), and state policies and procedures as issued and amended by TDA. The Site does further agree to perform as described in its application for participation in the CACFP (including approved amendments to the application). The Site certifies it is not currently participating under any other sponsoring organization, has not been disqualified from participation in the CACFP in Texas or any other state, and is not currently debarred or otherwise excluded from entering into agreements for Federal funds. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal laws.**

\_\_\_\_\_  
Signature – Child Care Site Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title – Child Care Site Representative

\_\_\_\_\_  
Signature – Sponsoring Organization Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title – Sponsoring Organization Authorized Representative