

Child and Adult Care Food Program  
**Permanent Agreement Between Sponsoring  
Organization and Day Care Home Provider(s)**

Name of Sponsoring Organization	CE ID
Address of Sponsoring Organization (Street, City, State, ZIP)	
Name of Day Care Home Provider(s)	Provider's County Name
Physical Address of Day Care Home (Street, City, State, ZIP)	
Mailing Address of Day Care Home Provider(s), if different from Day Care Home (Street, P.O. Box, City, State, ZIP)	
Provider(s) Date of Birth (MM/DD/YYYY)	

**Agreement**

**This permanent agreement specifies the rights and responsibilities of the above named sponsoring organization (Sponsor) and day care home provider(s) (Provider(s)) 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. Train the Provider(s) according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the Provider(s) and as needed and scheduled at a time and place convenient to the Provider(s).
3. Provide CACFP record keeping forms to the Provider(s) at no charge, and ensure the Provider(s) maintains records on-site according to CACFP Provider(s) record-keeping requirements.
4. Disburse any reimbursement payments, including advance payments, for meals to the Provider(s) within five working days of receipt of payment from Texas Department of Agriculture (TDA) for the corresponding claim period.
5. Make no charge whatsoever to the Provider(s) for CACFP services.
6. Ensure that all meals are served to enrolled children without regard to race, color, national origin, sex, age or disability.
7. Ensure that all meals claimed for reimbursement are those served to children who are properly enrolled and in attendance at the meal service.
8. Ensure that all meals claimed meet CACFP requirements.
9. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per child per day.
10. Ensure Sponsor staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate that they are employees of the Sponsor.
11. Conduct announced and unannounced monitoring reviews of the Provider's food program operation according to CACFP requirements during the Provider's normal hours of child care operation, including weekends, if applicable.
12. Submit the Provider Application and any amendments on behalf of the Provider(s) to TDA in a timely manner.
13. Ensure that the day care home maintains a current license or registration status.
14. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any day care home when children 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).
15. Notify the Provider(s) of his/her right to appeal any adverse action in accordance with CACFP requirements.
16. Immediately inform the health or licensing authority of any situation existing in day care homes that would threaten the health or safety of children in attendance.
17. Notify TIER II Provider(s) of the choices available to them regarding:
  - a. options for determining TIER I eligibility for enrolled children, and
  - b. reimbursement methods.

18. If requested by a TIER II Provider(s), distribute and collect income applications and determine if children enrolled in TIER II homes are income eligible/categorically eligible for TIER I meal reimbursements.
19. Maintain the confidentiality of income information collected from the households of children in TIER II homes.
20. Pay the full amount of reimbursement owed to the Provider(s) based on the number of meals served and the number of children in each meal reimbursement TIER.
21. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a Provider(s) on the basis of race, color, national origin, sex, age or disability.
22. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to Provider(s) in appropriate languages other than English.
23. Accept final administrative responsibility for ensuring that Provider(s) take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English.

### **Rights and Responsibilities of the Provider(s)**

#### **The Provider(s) agree(s) to:**

1. Record daily the:
  - a. menu served to the children,
  - b. number of meals, by type, served to each child, and
  - c. number of enrolled children in attendance.
2. Claim meals served to children living in the home only if:
  - a. the children are enrolled for child care and participating in the CACFP during the time of meal service,
  - b. enrolled nonresident children are present and participating in the meal service, and
  - c. Providers have completed and submitted a CACFP Meal Benefit Income Eligibility Form for Tier I Eligibility to the Sponsor demonstrating that the Provider's children are eligible for free or reduced-price meals.
3. Claim only meals actually served during approved meal service times to children who are enrolled in child care, in attendance and participating in the meal service.
4. Serve meals which meet the current CACFP requirements for the ages of the children served.
5. Ensure that food is prepared and served in amounts sufficient for each enrolled child to have one reimbursable meal/snack at each meal service.
6. Notify the Sponsor immediately if there is any change in the meal service, including days, times and/or types of meals served.
7. Notify the Sponsor immediately of the names of any children added or withdrawn from the enrollment for day care.
8. Receive mandatory CACFP training prior to Program participation and annually thereafter as required by TDA and the Sponsor.
9. Notify the Sponsor in advance whenever the Provider(s) is planning to be out of the home during the meal service period. If this procedure is not followed and if an unannounced review is conducted when the children are not present in the day care home, claims for meals that would have been served during the unannounced review will be disallowed.
10. Allow representatives of the Sponsor, TDA, the United States Department of Agriculture, and other state and federal officials to enter the Provider's home, announced and 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.
11. Notify the Sponsor immediately if there is any change in the Provider's child care licensing or registration status and update license or registration as required by the Texas Department of Family and Protective Services or other authority (if military or tribal).
12. Serve meals to all children without regard to race, color, national origin, sex, age or disability.
13. Participate with one Sponsor at a time.
14. Authorize the Sponsor to apply for participation in the CACFP on behalf of the day care home.
15. Distribute a copy of the Sponsor's notice to parents if instructed by the Provider's Sponsor.
16. Participate in the CACFP with only one day care home (if licensed or registered to provide care in more than one day care home).
17. 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 Provider(s) terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the Provider(s) may only participate with its current Sponsor unless the transfer is approved by TDA. **Exception:** Each year a Provider(s) 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.

**Term and Termination**

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

The Provider(s) 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 exception provided in #17 above, the Provider(s) will provide written notification as soon as possible.

The Sponsor will provide the Provider(s) 30 days written notice if terminating this permanent agreement for mutual consent or for reasons other than the Provider'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 Provider does further agree to perform as described in its application for participation in the CACFP (including approved amendments to the application). The Provider(s) certifies he/she 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 – Day Care Home Provider(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Sponsor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title – Sponsor Representative