

**Child and Adult Care Food Program  
Amendment #2 to  
Permanent Agreement Between Sponsoring  
Organization and Child Care Site – Sponsoring Organization Provides Meals/Snacks**

<b>Name of Sponsoring Organization</b>	<b>CE ID</b>
<b>Address of Sponsoring Organization (Street, City, State, Zip)</b>	
<b>Name of Child Care Site</b>	
<b>Physical Address of Child Care Site (Street, City, State, Zip)</b>	
<b>Mailing Address of Child Care Site, if different from physical address (Street, PO Box, City, State, Zip)</b>	

As participants in the Child and Adult Care Food Program (CACFP), the above named Sponsoring Organization (Sponsor) and Child Care Site (Site) entered into an agreement that is effective until terminated. The Sponsor and Site hereby agree to the following amendment to such agreement.

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

15. If the site is a child care center, or emergency shelter, or Outside-School-Hours Care Center (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 in the Permanent Agreement 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 in the Permanent Agreement 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.

By signing this amendment, both parties are bound by its terms and conditions until such time as the Permanent Agreement Between Sponsoring Organization and Child Care Site – Sponsoring Organization Provides Meals/Snacks is terminated.

**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