

Child and Adult Care Food Program
**Permanent Agreement Between Sponsoring
Organization and Adult Day Care Site**

Name of Sponsoring Organization	CE ID
Address of Sponsoring Organization (Street, City, State, ZIP)	
Name of Adult Day Care Site	
Physical Address of Adult Day Care Site (Street, City, State, ZIP)	County Name
Mailing Address of Adult Day 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 adult day 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. Train adult day care Site staff according to CACFP requirements.
2. 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.
3. 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.
4. Disburse any reimbursement payments, including advance payments, for meals to the Site 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 Site for CACFP services.
6. Retain no more than 15% of the CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.
7. Ensure that all meals are served to enrolled participants without regard to race, color, national origin, sex, age or disability.
8. Ensure that all meals claimed for reimbursement are those served to participants who are properly enrolled and in attendance at the meal service.
9. Ensure that all meals claimed meet CACFP requirements.
10. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per participant per day.
11. Ensure Sponsor staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
12. 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.
13. Submit the Site Application and any amendments on behalf of the Site to TDA in a timely manner.
14. Ensure the adult day care Site maintains a current license/certification.
15. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any adult day 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 adult day care sites that would threaten the health or safety of participants in attendance.
17. Ensure policies and procedures of a Site do not exclude or limit participation, benefits or activities of participants 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.
20. Review the purchased meals vendor according to CACFP requirements, if the Site contracts for meals.

Rights and Responsibilities of the Adult Day Care Site

The Site agrees to:

1. Record daily the:
 - a. menus, food items and quantity used to serve participants;
 - b. meal type and meal count (taken at the point of service) served to each participant; and
 - c. number of enrolled participants in attendance.
2. Claim only meals actually served during approved meal service times to participants who are enrolled in adult day care, in attendance and participating in the meal service.
3. Serve meals which meet the current CACFP requirements.
4. Ensure that food is prepared and served in amounts sufficient for each enrolled participant to have one reimbursable meal/snack at each meal service.
5. Notify the Sponsor immediately if there is any change in the meal service, including days, times, and/or types of meals served.
6. Notify the Sponsor immediately of the names of participants added or withdrawn from the adult day care enrollment.
7. Receive mandatory CACFP training prior to program participation and annually thereafter as required by TDA and the Sponsor.
8. 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 adult day care operation. Individuals making such reviews must show photo identification of their employment with one of these entities.
9. Notify the Sponsor immediately if there is any change in the Site's licensing/certification status.
10. Serve meals to all participants without regard to race, color, national origin, sex, age or disability.
11. Meet all local health and sanitary code requirements applicable to food service.
12. Participate with one Sponsor at a time.
13. Authorize the Sponsor to apply for participation in the CACFP on behalf of the adult day care Site.
14. Maintain records on-site relating to the Program according to CACFP record-keeping requirements.
15. 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.

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 exception provided in #15 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 – Adult Day Care Site Representative

Date

Title – Adult Day Care Site Representative

Signature – Sponsoring Organization Authorized Representative

Date

Title – Sponsoring Organization Authorized Representative