

## **ACKNOWLEDGEMENT BY SPONSORED CHILD CARE SITE**

Whereas, \_\_\_\_\_ a Child Care (CCC) Site entered into an agreement with \_\_\_\_\_ (“Sponsoring Organization”) a Child and Adult Care Food Program (CACFP) sponsor of CCC’s on \_\_\_\_\_, which included a provision for the Sponsoring Organization to retain up to 15% of CACFP reimbursement for allowable administrative costs. On \_\_\_\_\_ the Texas Department of Agriculture (TDA) approved Sponsor’s request to retain up to \_\_\_ of CACFP reimbursement for allowable administrative costs.

\_\_\_\_\_ acknowledges, by the signature of a representative below that upon TDA’s approval of Sponsoring Organization’s request to retain more than 15% of CACFP reimbursement it was informed that it had the following options:

- 1) Execute an amendment to its Permanent Agreement with the Sponsoring Organization allowing Sponsoring Organization to retain more than 15% of CACFP reimbursements;
- 2) Terminate its Permanent Agreement with the Sponsoring Organization and apply to participate in CACFP directly with TDA.
- 3) Request a “good cause” transfer through TDA to transfer to another Sponsoring Organization.
- 4) Terminate its Permanent Agreement with the Sponsoring Organization and apply with another Sponsoring Organization during the open enrollment period.

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**Signature of Representative of Child Care Site**

**AMENDMENT #1 TO PERMANENT AGREEMENT BETWEEN SPONSORING ORGANIZATION AND CHILD CARE SITE**

Whereas, \_\_\_\_\_ (Name of Sponsoring Organization) and \_\_\_\_\_ (Name of Child Care Site) entered into a Permanent Agreement on \_\_\_\_\_, for participation in the Child and Adult Care Food Program (CACFP). The Permanent Agreement, provision six (6), Sponsor's Rights and Responsibilities states that it will not retain more than 15% of CACFP reimbursement (excluding cash-in-lieu) of allowable administrative costs.

Whereas, the Sponsoring Organization requested to retain an amount exceeding 15% for allowable administrative costs, and received approval on \_\_\_\_\_(date of approval), from the Texas Department of Agriculture (TDA) Food and Nutrition (F&N), to retain up to \_\_\_\_\_(percentage approved by TDA) effective \_\_\_\_\_(month/year).

The Sponsoring Organization and Child Care Site agree to amend provision six (6), Sponsor's Rights and Responsibilities to allow Sponsor to retain the approved percentage of CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.

All other terms and conditions of the Permanent Agreement remain in full force and effect.

Accepted and Agreed:

\_\_\_\_\_  
Name of Sponsoring Organization

\_\_\_\_\_  
Name of Child Care Site

\_\_\_\_\_  
Signature of Authorized Rep. of Sponsoring Organization

\_\_\_\_\_  
Signature of Representative of Child Care Site

\_\_\_\_\_  
Date of Signature of Authorized Rep. of Sponsoring Organization

\_\_\_\_\_  
Date of Signature of Representative of Child Care Site