

Application for Child and Adult Care Food Program (CACFP) – Day Care Homes

Below is a list of forms and documents that must be submitted to the Texas Department of Agriculture (TDA) Food and Nutrition (F&N) to apply for the CACFP – Day Care Homes. TDA has an Internet based system, Texas Unified Nutrition Programs System (TX-UNPS), which contracting entities (CEs) will use to submit applications, file claims and manage the nutrition programs they operate.

New applicants must first obtain access to TX-UNPS to submit your application. Log on to the TX-UNPS website at <https://txunps1.texasagriculture.gov/txunps/Splash.aspx> and select “Interested in Applying” under the Links heading. Select Child and Adult Care Food Program (CACFP) and click on the link to the CACFP Decision Tool to determine if you may be eligible. If it is determined that you may be eligible for the CACFP you will be directed, within the CACFP Decision Tool, to complete and submit the CACFP Pre-Eligibility Form. The information on the CACFP Pre-Eligibility Form will be used to set up your access to TX-UNPS. Every new applicant is given a CE ID and each authorized individual is given a User ID and Password for accessing the system.

In addition to completing the online portion of the application you will be required to submit additional information identified as “Checklist Items”. Not all Checklist Items apply to all CEs. It is the CEs responsibility to determine which Checklist Items apply and to submit those items. You will use the “*Application Tracking – Day Care Homes*” form when you submit these paper checklist items, as well as any other paper documents not submitted within TX-UNPS. There is also one upload form, “*Budget Justification and Disclosure – Day Care Homes*”, that is part of the Contracting Entity Budget Detail – Day Care Homes screen in TX-UNPS.

All forms that are not submitted in TX-UNPS must be completed in ink or other non-erasable print. Keep a copy of all documents submitted to TDA. Per federal regulations, applicants may not contract with a third party for the preparation and submittal of application materials.

All new applicants must complete training prior to application approval. Applications can be submitted prior to training, but the application cannot be approved until the training is completed. You will complete Intro to CACFP for NEW Day Care Home Sponsors. If you have not already completed training, go to the TDA website at <http://www.snptexas.org/>, select “Program/Nutrition Training”, then select “Training Information for Future Contractors”, and locate and register for the class.

All of the documents that are part of the application process must be updated and submitted for approval as changes occur. **Do not wait until application renewal to submit changes.**

If you need assistance, or a paper application, please contact TDA at (877) TEX-MEAL. (877-839-6325).

Note: Both new applicants and organizations already approved to participate, are referred to as “contracting entities (CEs)”.

List of Required Documents Application Process	New CE	Renewal CE	Additional Information
Application Tracking – Day Care Homes	√	√	You will submit this form, along with all paper documents, to show the submittal status of each item.
List of Required Documents Contracting Entity Application	New CE	Renewal CE	Additional Information
Contracting Entity Application – Day Care Homes	√	√	Those CEs that use TX-UNPS complete the Contracting Entity Application – Day Care Homes screen in TX-UNPS and do not complete this form on paper. Those CEs that do not use TX-UNPS will complete and submit this paper form as part of the application process.
Contracting Entity Budget Detail – Day Care Homes	√	√	Those CEs that use TX-UNPS complete the Contracting Entity Budget Detail – Day Care Homes screen in TX-UNPS and do not complete this form on paper. Those CEs that do not use TX-UNPS will complete and submit this paper form as part of the application process.
Budget Justification and Disclosure – Day Care Homes (upload document)	√	√	Those CEs that use TX-UNPS will complete and upload this form to the Contracting Entity Budget Detail-Day Care Homes screen in TX-UNPS. Those CEs that do not use TX-UNPS will complete and submit this form as part of the application process.
Board of Directors – Day Care Homes	√	√	Those CEs that use TX-UNPS complete the Board of Directors – Day Care Homes screen in TX-UNPS and do not complete this form on paper. Those CEs that do not use TX-UNPS will complete and submit this paper form as part of the application process. Note: If the contracting entity does not have a board of directors, this form/screen is used to capture the individual(s) within the organization that have overall responsibility for management of the CACFP. Complete and submit this form/screen for each board member or individual that has overall responsibility for management of the CACFP.

Annual Audit	√	√	<p>Those CEs that use TX-UNPS complete, if applicable, the Annual Audit screen in TX-UNPS and do not complete this form on paper.</p> <p>Those CEs that do not use TX-UNPS will, if applicable, complete and submit this paper form as part of the application process.</p> <p>Note: CEs who's Type of Agency is Military Installation, Indian Tribe or Government Agency are not required to complete and submit the Annual Audit screen/form</p>
List of Required Documents Checklist Items: CE Application-Day Care Homes	New CE	Renewal CE	Additional Information
FND Permanent Agreement	√		Each organization applying for their first Child Nutrition Program must complete and submit an FND Permanent Agreement.
Permanent Agreement Contracting Entity Specific Amendment	√ if applicable	√ if applicable	Existing CE that is new to CACFP, must submit a Permanent Agreement Contracting Entity Specific Amendment.
Vendor Direct Deposit/Advance Payment Notification Authorization (74-176)	√	√ if changed	Complete to receive direct deposit of your reimbursement.
Application for Texas Identification Number (AP-152)	√		<p>Must be completed and submitted.</p> <p>If you are providing your EIN on the Application for Texas Identification Number (Form AP-152), you must provide a copy of the document from the Internal Revenue Service (IRS) that establishes your EIN. A copy of the letter from the IRS issuing your EIN, or a copy of your payment coupon with your EIN on it, is acceptable.</p>
Contracting Entity Management Plan – Day Care Homes	√	√	<p>Along with a completed Contracting Entity Management Plan – Day Care Homes form, you must submit the following documents, if applicable:</p> <ul style="list-style-type: none"> • Monitoring Staff Information – Day Care Homes form • Proof of IRS 501(c)(3) Tax Exemption • Outside Employment Policy • Organizational Chart that includes the names and functions/titles of all officers, agents, full or part-time staff, volunteers, board of directors and consultants involved with the CACFP • Day Care Home Appeal Procedures

Performance Bond	√ if applicable	√ if applicable	Non-governmental organizations applying to be sponsors in the CACFP that have fewer than three years of successful administrative and financial history must submit a performance bond to insure against misuse of funds.
Pre-Award Civil Rights Compliance Review	√		Must be completed and submitted. This form is used to provide Civil Rights information required by TDA to determine if an organization is eligible for participation. Note: The total ethnicity and racial breakdown must each equal the total enrollment. Example: 10 participants are enrolled; 10 participants must be categorized by ethnicity; and 10 participants must be categorized by race.
Subcontract Agreements	√ if applicable	√ if applicable	Invitation for Bid and Contract for Purchased Meals (IFB) <ul style="list-style-type: none"> • Submit copies of each IFB for purchased meals for each provider that contracts for meals. • The procurement process for purchased meals could take up to six months, so providers should begin the process early. <u>Contract with a Public School for Meals</u> Submit copies of each Contract with a Public School for Meals for each provider that contracts for meals. <u>Sub-contractor and/or Consultant Agreements</u> If applicable, submit copies of each agreement if you sub-contract any CACFP functions. Examples of sub-contracts include, but are not limited to, dieticians, CPA services, monitoring.

Legal Documents	√	√	<p>Articles or Incorporation, Assumed Name Certificate, Certification of Formation (submit all that apply to your organization)</p> <p>The following applies to non-governmental contracting entities only:</p> <p>Government Issued ID and Proof of Residential Mailing Address: You must submit for each principal of the organization a form of government issued identification that contains a picture as well as proof of residential (home) mailing address. Acceptable forms of government issued identification and proof of residential mailing address include:</p> <ul style="list-style-type: none"> • Drivers license of personal identification card issued by the Department of Public Safety, or a similar document issued by an agency of another state, regardless of whether the card or license has expired, • Military identification, • Valid US Passport, • Current, valid voter registration card, • Official mail addressed to the person's current address, by name, from a utility provider or government agency or bank, • A lease executed by the individual, • Any other proof approved by TDA. <p>Note: A driver's license alone will not satisfy the requirement for both government issued ID with picture and proof of mailing address.</p>
Governing Body Awareness	√	√	<p>You must submit documentation that your governing body is aware of the responsibilities and liabilities of participating in the CACFP. You may use the <i>Governing Body Awareness</i> form and submit the required documentation (reference the form for required documentation) or create your own form and submit the required documentation.</p> <p>Note: Governing body awareness does not apply to public institutions (such as Governmental, Military or Indian Reservations).</p>

Certificate of Authority	√	√ if changed	Submit the Certificate of Authority to identify the officials designated to act on behalf of the contracting entity. These individuals will also be given access, as designated, to TX-UNPS.
List of Required Documents Provider Application-Day Care Homes	New CE	Renewal CE	Additional Information
Provider Application – Day Care Homes	√	√	<p>Those CEs that use TX-UNPS do the following:</p> <p>New Providers: Complete the Provider Application – Day Care Homes paper form and maintain at your office. Complete the Provider Application – Day Care Homes screen in TX-UNPS, based on the contents of the paper application maintained at your office. You must make the paper application available for review by TDA. Send a copy of the completed and signed application to the provider.</p> <p>Continuing Providers: Complete the Provider Application – Day Care Homes screen in TX-UNPS. Since this is a continuing provider, you do not have to obtain the provider’s signature on the paper form. However, you do have to send the provider a copy of the completed screen from TX-UNPS. TDA will verify that the provider received copies of all revisions submitted by the sponsor on their behalf.</p> <p>Those CEs that do not use TX-UNPS will complete and submit this paper form for each provider they sponsor. Send a completed and signed copy to the provider. This form is also submitted when requesting revisions for a provider. You do not have to obtain the provider’s signature on the paper form for revisions. However, you do have to send a copy to the provider. TDA will verify that the provider received copies of all revisions submitted by the sponsor on their behalf.</p>

Permanent Agreement Between Sponsoring Organization and Day Care Home Provider(s)	√		<p>Those CEs that use TX-UNPS complete and maintain at their office for each provider they sponsor. You will document in TX-UNPS under the Provider Application – Day Care Homes the Agreement signature dates of the Contacting Entity and Provider(s).</p> <p>Those CEs that do not use TX-UNPS will complete and maintain at their office this paper form for each provider they sponsor. You will document on the Provider Application – Day Care Homes the Agreement signature dates of the Contracting Entity and the Provider(s). Send a completed and signed copy to the provider(s).</p>
License, Registration or Documentation to Care for Children	√	√ if changed	<p>New Providers/Changes: Submit a copy of the current license or registration issued by the Department of Family and Protective Services (DFPS) for each new provider you will be sponsoring. For providers located on a Military Installation or Indian Reservation, that are not licensed or registered by DFPS, submit documentation authorizing the provider to care for children. Also submit the license, registration or documentation if changed or expired.</p> <p>Renewal Providers: You do not have to submit a copy of the license, registration or documentation, if it has not changed or expired.</p> <p>All Providers: It is the responsibility of the Contracting Entity to ensure that all participating provider remain licensed, registered or authorized to care for children.</p>

Send completed applications to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

Revised September 27, 2011

Organizations use this form to show the submittal status of each document required in the application process for day care homes.

SECTION I – ORGANIZATION INFORMATION

1. Name of Organization:	2. CE ID:

SECTIONS II – CONTRACTING ENTITY APPLICATION PACKET

	Submitted in TX-UNPS	Attached
Contracting Entity Application – Day Care Homes	<input type="checkbox"/>	<input type="checkbox"/>
Contracting Entity Budget Detail – Day Care Homes	<input type="checkbox"/>	<input type="checkbox"/>
Budget Justification and Disclosure – Day Care Homes (upload document)	<input type="checkbox"/>	<input type="checkbox"/>
Board of Directors – Day Care Homes	<input type="checkbox"/>	<input type="checkbox"/>
Annual Audit	<input type="checkbox"/>	<input type="checkbox"/>

SECTION III – CHECKLIST ITEMS: CE APPLICATION – DAY CARE HOMES

	Attached
FND Permanent Agreement	<input type="checkbox"/>
Permanent Agreement Contracting Entity Specific Amendment	<input type="checkbox"/>
Vendor Direct Deposit/Advance Payment Notification Authorization (74-176)	<input type="checkbox"/>
Application for Texas Identification Number (AP-152)	<input type="checkbox"/>
A. Copy of document from the IRS that establishes your EIN	<input type="checkbox"/>
Contracting Entity Management Plan – Day Care Homes form, with attachments	<input type="checkbox"/>
A. Monitoring Staff Information – Day Care Homes form	<input type="checkbox"/>
B. Proof of IRS 501(c)(3) Tax Exemption	<input type="checkbox"/>
C. Organizational Chart	<input type="checkbox"/>
D. Day Care Home Appeal Procedures	<input type="checkbox"/>
Performance Bond	<input type="checkbox"/>
Pre-Award Civil Rights Compliance Review	<input type="checkbox"/>
Subcontractor Agreements	
A. Invitation for Bid and Contract for Purchased Meals (IFB)	<input type="checkbox"/>
B. Contract with a Public School for Meals	<input type="checkbox"/>
C. Sub-contractor and/or Consultant Agreements	<input type="checkbox"/>
Legal Documents	
A. Articles of Incorporation, Assumed Name Certificate, Certification of Formation (submit all that apply to your organization)	<input type="checkbox"/>
B. Government Issued ID for each principal of the contracting entity (applies to non-governmental contracting entities only).	<input type="checkbox"/>

C. Proof of Residential (Home) Mailing address for each principal of the contracting entity (applies to non-governmental contracting entities only)	<input type="checkbox"/>
Governing Body Awareness	<input type="checkbox"/>
Certificate of Authority	<input type="checkbox"/>
Other: Explain	<input type="checkbox"/>
Other: Explain	<input type="checkbox"/>

SECTION IV – PROVIDER APPLICATION – DAY CARE HOMES AND CHECKLIST ITEM

If you have more than one Provider Application and Checklist item to submit, attach a list by Provider Name and Provider ID (if known), using the below categories.

	Submitted in TX-UNPS	Attached
Provider Application – Day Care Homes	<input type="checkbox"/>	<input type="checkbox"/>
License, Registration or Documentation to Care for Children		<input type="checkbox"/>

SECTION V - SIGNATURE

Signature – Official of Organization	Date
Name (please type or print)	Title

**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
APPLICATION TRACKING – DAY CARE HOMES**

Organizations use this form to show the submittal status of each document required in the application process for day care homes.

SECTION I – ORGANIZATION INFORMATION

1. **Name of Organization** – Enter the name of the organization.
 2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
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SECTION II – CONTRACTING ENTITY APPLICATION PACKET

For each line item, indicate if the document was Submitted in TX-UNPS or is Attached. If neither applies, leave blank.

SECTION III – CHECKLIST ITEMS: CE APPLICATION – DAY CARE HOMES

For each line item, indicate if Attached.

SECTION IV – PROVIDER APPLICATION – DAY CARE HOMES AND CHECKLIST ITEM

For each line item, indicate if the document was Submitted in TX-UNPS or is Attached. If neither applies, leave blank.

If you have more than one Provider Application and Checklist Item to submit, attach a list by Provider Name and Provider ID (if known), using the categories listed.

SECTION V – SIGNATURE

An official of the organization signs, dates and prints their name and title. This official must be an authorized representative.

SUBMITTAL

Send to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

Those contracting entities that do not use TX-UNPS use this form to apply and reapply to participate in the Child and Adult Care Food Program – Day Care Homes.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. Contracting Entity Name		2. DBA Name		3. CE ID	4. Version
5. Texas Identification Number (TIN)		6. County	7. Congressional District		8. DUNS Number
9. Type of Agency					

SECTION II – CONTRACTING ENTITY DESCRIPTION

1. Does your organization operate the CACFP in any other state(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter the name of those state(s)					
2. Street Address – Address Line 1		Address Line 2	3. City	4. State	Zip+4
+					
Mailing Address of Contracting Entity - Same as Street Address? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter mailing address)					
5. Mailing Address (Street or P.O. Box) – Address Line 1		Address Line 2	6. City	7. State	Zip+4
+					
8. Contracting Entity Administrator (The Contracting Entity Administrator must be an individual who has been authorized to act on behalf of the Contracting Entity by agreeing to and signing the Certificate of Authority.)					
Salutation	First Name	Last Name		9. Email Address	
10. Facility Phone (include area code)		Extension		Fax (include area code)	
11. Cell/Alt Phone (include area code)			12. Title		
Claim Preparer – Same as Contracting Entity Administrator? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter Claim Preparer information)					
13. Claim Preparer					
Salutation	First Name	Last Name		14. Email Address	
15. Facility Phone (include area code)		Extension		Fax (include area code)	
16. Cell/Alt Phone (include area code)			17. Title		
Authorized Individual 1 – Same as Contracting Entity Administrator? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter Authorized Individual 1 information)					
An Authorized Individual is an individual who has been authorized to act on behalf of the Contracting Entity by agreeing to and signing the Certification of Authority.					
18. Authorized Individual 1					
Salutation	First Name	Last Name		19. Email Address	
20. Facility Phone (include area code)		Extension		Fax (include area code)	
21. Cell/Alt Phone (include area code)			22. Title		

Authorized Individual 2 – Same as Contracting Entity Administrator? <input type="checkbox"/> Yes <input type="checkbox"/> No (If no, enter Authorized Individual 2 information)			
An Authorized Individual is an individual who has been authorized to act on behalf of the Contracting Entity by agreeing to and signing the Certification of Authority.			
23. Authorized Individual 2			
Salutation	First Name	Last Name	24. Email Address
25. Facility Phone (include area code)		Extension	Fax (include area code)
26. Cell/Alt Phone (include area code)		27. Title	

SECTION III – TIERING

28. Contracting Entities must submit current information on the total number of:
<ul style="list-style-type: none"> A. Tier I providers: B. Tier II providers: C. Children enrolled with Tier I providers: D. Children enrolled with Tier II providers: E. Children enrolled with Tier II providers that have been identified as eligible for Tier I reimbursement:
29. Which of the following procedures will be used to make Tier I determinations? (check all that apply)
<input type="checkbox"/> Use school data to determine if site is located in a low-income area <input type="checkbox"/> Use census data, after consulting school data first, to determine if site is located in a low-income area <input type="checkbox"/> Obtain and verify family size and income/categorical eligibility information from the Provider
30. Which of the following methods will be used to notify Tier II providers of their options for reimbursement? (check all that apply)
<input type="checkbox"/> Group training or workshops <input type="checkbox"/> Individual notification (e.g., at monitoring or renewal visits) <input type="checkbox"/> Mail materials (e.g., flyers or brochures) <input type="checkbox"/> Other method, please describe:
31. Which of the following procedures will be used to distribute and collect income eligibility forms from households of children enrolled with Tier II providers which elect to claim meals at both reimbursement rates? (check all that apply)
<input type="checkbox"/> Contracting entity will directly distribute and obtain applications <input type="checkbox"/> The provider will distribute applications and instruct parents to return them directly to the contracting entity <input type="checkbox"/> Other method, please describe:
32. Describe how information on the income eligibility forms of providers and/or children will be kept confidential.

SECTION IV – GENERAL QUESTIONS

33. Are you currently participating in the CACFP (Centers) as a sponsoring organization? <input type="checkbox"/> Yes <input type="checkbox"/> No
34. Have any of the providers you propose to sponsor participated in the CACFP within the past 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No
35. Do you engage in any business or activities not related to CACFP during normal business hours? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain:
36. Does the Contracting Entity have less than three years of Administrative and Financial history? <input type="checkbox"/> Yes <input type="checkbox"/> No
37. Do you sponsor 50 or more providers? <input type="checkbox"/> Yes <input type="checkbox"/> No
38. Will you be averaging your monitor reviews? <input type="checkbox"/> Yes <input type="checkbox"/> No

39. Do you want to receive advance payments if funds are available? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, indicate advance types and percentage DCH Operating <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Percentage Requested: <input type="checkbox"/> 50% <input type="checkbox"/> 75% <input type="checkbox"/> 100% DCH Administrative <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Percentage Requested: <input type="checkbox"/> 50% <input type="checkbox"/> 75% <input type="checkbox"/> 100% If Yes, you are agreeing to the following certification statement. "I certify, by accepting advance payments, that the contracting entity and all responsible principals/individuals will comply with all applicable Federal and State laws, regulations, rules and policies related to the acceptance and use of advance payments. I understand that if advance payments are not used in compliance with all applicable Federal and State laws, regulations, and policies that the contracting entity and all responsible principals/individuals, when legally permitted, will be liable for the repayment of all advance payments that were not properly paid. If the contracting entity and responsible principals/individuals become liable for the repayment of advance payments, TDA may recover all outstanding advance payments from our current and future CACFP reimbursement or take other legal action against the contracting entity and responsible principals/individuals to recover the debt."
40. Have all providers complied with training requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, explain:
41. Do you subcontract for any CACFP functions? <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION V – CERTIFICATION

42. Federal regulations require an agency to certify information regarding past business participation and criminal background. Please answer the following questions:
1. Has the agency or any of the agency's principals participated in any publicly funded programs within the past seven years? <input type="checkbox"/> Yes <input type="checkbox"/> No NOTE: Principal means any individual who holds a management position within or is an officer of the contracting entity, including all members of the contracting entity's board of directors. Publicly funded means money that is received from a local, state or federal governmental agency. If Yes, as part of your management plan, submit a listing of the publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in.
2. Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded programs for violating program requirements? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, answer question #3.
3. Were the violations corrected and eligibility restored, including payments of debts owed? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, as part of your management plan, submit documentation of reinstatement, including proof of payment of debts, if applicable. If No, as part of your management plan, attach a detailed explanation.
4. Has the contracting entity or any of the contracting entity's principals been convicted on any activity that occurred within the past seven years that indicated a lack of business integrity? <input type="checkbox"/> Yes <input type="checkbox"/> No NOTE: A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice. If Yes, as part of your management plan, attach a detailed explanation.

43. I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Signature – Authorized Representative of Contracting Entity

Date

Name (please type or print)

Title

This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.

For TDA Use Only

Effective Date: _____

Signature —TDA Representative

Date

Title of the TDA Representative

**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
CONTRACTING ENTITY APPLICATION – DAY CARE HOMES**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete the CE Application – Day Care Homes screen in TX-UNPS and do not complete this form on paper. Those CEs that **do not** use TX-UNPS will complete and submit this paper form as part of the application process. This form is also completed/submitted when requesting revisions.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
 2. **DBA Name** – If applicable, enter the “doing business as” name for this contracting entity.
 3. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
 4. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
 5. **Texas Identification Number (TIN)** – Enter the 11-digit number as assigned by the Texas Comptroller of Public Accounts. This number does not include the 3-digit Mail Code. If you do not know your TIN, leave blank.
 6. **County** – Enter the name of the county in which the contracting entity is located.
 7. **Congressional District** – Enter the 3-digit Congressional District in which the contracting entity is located. For example, if the contracting entity is in 13th District in Texas, you will enter 013. If you do not know your Congressional District, leave blank.
 8. **DUNS Number** – Enter the 9-digit DUNS number issued by Dun & Bradstreet. To obtain a DUNS number, free or charge, contact Dun & Bradstreet at 1-866-705-5711 or <http://fedgov.dnb.com/webform> and indicate that you are a Federal grant applicant/prospective applicant. You must have a DUNS number to participate in the CACFP.
 9. **Type of Agency** – Enter the Type of Agency that the contracting entity is from the following list: Governmental Agency, Educational Institution, For Profit Organization, Indian Tribe, Military Installation, Private Non Profit Organization or Other. If you enter “Other”, please explain. For Profit Organizations are not allowed to participate in the CACFP as a Day Care Home sponsor.
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SECTION II – CONTRACTING ENTITY DESCRIPTION

1. **Does your organization operate the CACFP in any other state(s)?** – Indicate Yes or No. If Yes, enter the name of those state(s).
2. **Street Address: Address Line 1 and Address Line 2** – Enter the street address of the contracting entity. This cannot be a P.O. Box. If the contracting entity’s street address includes a suite number, apartment number or other numbering sequence, enter that information under Address Line 2.
3. **Street Address: City** – Enter the city of the contracting entity’s street address.
4. **Street Address: State & Zip** – Enter the State and zip code of the contracting entity’s street address.
5. **Mailing Address of Contracting Entity – Same as Street Address** – Indicate Yes or No. If No, enter mailing address information.
6. **Mailing Address: Address 1 Line and Address Line 2** – Enter the mailing address of the contracting entity. If the contracting entity’s mailing address includes a suite number, apartment number or other numbering sequence, enter that information under Address Line 2.
7. **Mailing Address: City** – Enter the city of the contracting entity’s mailing address.
8. **Home Address: State & Zip** – Enter the State and zip code of the contracting entity’s mailing address.
9. **Name of Contracting Entity Administrator** – Enter the following for the contracting entity’s administrator: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.

9. **Email Address** – Enter the email address of the contracting entity administrator.
10. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity administrator.
11. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity administrator.
12. **Title** – Enter the title of the contracting entity administrator.
Claim Preparer – Same as Contracting Entity Administrator? – Indicate Yes or No. If No, enter claim preparer information.
13. **Name of Claim Preparer** – Enter the following for the contracting entity’s claim preparer: salutation, first name and last name. See #8 above for salutation options.
14. **Email Address** – Enter the email address of the contracting entity’s claim preparer.
15. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity’s claim preparer.
16. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity’s claim preparer.
17. **Title** – Enter the title of the contracting entity’s claim preparer.
Authorized Individual 1 – Same as Contracting Entity Administrator? – Indicate Yes or No. If No, enter authorized individual 1 information.
18. **Name of Authorized Individual 1** – Enter the following for the contracting entity’s authorized individual 1: salutation, first name and last name. See #8 above for salutation options.
19. **Email Address** – Enter the email address of the contracting entity’s authorized individual 1.
20. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity’s authorized individual 1.
21. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity’s authorized individual 1.
22. **Title** – Enter the title of the contracting entity’s authorized individual 1.
23. **Name of Authorized Individual 2** – Enter the following for the contracting entity’s authorized individual 2: salutation, first name and last name. See #8 above for salutation options.
24. **Email Address** – Enter the email address of the contracting entity’s authorized individual 2.
25. **Facility Phone** – Enter the facility phone number, extension and fax number of the contracting entity’s authorized individual 2.
26. **Cell/Alt Phone** – Enter the cell or alternate phone number for the contracting entity’s authorized individual 2.
27. **Title** – Enter the title of the contracting entity’s authorized individual 2.

SECTION III – TIERING

28. **Contracting entities must submit current information on the total number of:** – (A) Tier I providers, (B) Tier II providers, (C) Children enrolled with Tier I providers, (D) Children enrolled with Tier II providers, and (E) Children enrolled with Tier II providers that have been identified as eligible for Tier I reimbursement. Provide information as of the date you submit your application.
29. **Which of the following procedures will be used to make Tier I determinations?** – Check all that apply.
30. **Which of the following methods will be used to notify Tier II providers of their options for reimbursement?** – Check all that apply.
31. **Which of the following procedures will be used to distribute and collect income eligibility forms from households of children enrolled with Tier II providers which elect to claim meals at both reimbursement rates?** – Check all that apply.
32. **Describe how information on the income eligibility forms of providers and/or children will be kept confidential** – Insert your procedure.

SECTION III – GENERAL QUESTIONS

33. **Are you currently participating in the CACFP (Centers) as a sponsoring organization?** – Indicate Yes or No.
34. **Have any of the sites you propose to sponsor participated in the CACFP within the past 12 months?** – Indicate Yes or No.

35. **Do you engage in any business or activities not related to CACFP during normal business hours?** – Indicate Yes or No. If Yes, explain what activities you engage in.
36. **Does the Contracting Entity have less than three years of Administrative and Financial history?** – Indicate Yes or No. Be sure you are responding to this question based on the contracting entity and not individuals that work for the contracting entity.
37. **Do you sponsor 50 or more providers?** – Indicate Yes or No. If Yes, you must submit the *Monitoring Staff Information – Day Care Homes* form along with your *Contracting Entity Management Plan – Day Care Homes* form.
38. **Will you be averaging your monitor reviews?** – Indicate Yes or No.
39. **Do you want to receive advance payments if funds are available?** – Indicate Yes or No. If Yes, indicate the advance types and percentage the you wish to receive.
40. **Have all providers complied with training requirements?** – Indicate Yes or No. If No, enter an explanation.
41. **Do you subcontract for any CACFP functions?** – Indicate Yes or No. If Yes, you must submit your subcontract agreements with your Management Plan Checklist Items.

SECTION V – CERTIFICATION

42. Federal regulations require an agency to certify information regarding past business participation and criminal background. Please answer the following questions:
1. **Has the agency or any of the agency’s principals participated in any publicly funded programs within the past seven years?** – Indicate Yes or No. If Yes, you will document on the *Contracting Entity Management Plan – Day Care Homes* form a listing of the publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in.
 2. **Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded programs for violating program requirements?** – Indicate Yes or No. If Yes, answer question #3.
 3. **Were the violations corrected and eligibility restored, including payments or debts owed?** – Indicate Yes or No. If Yes, you will submit documentation of reinstatement, including proof of payment of debts, if applicable, with the *Contracting Entity Management Plan – Day Care Homes* form. If No, you will submit a detailed explanation with the *Contracting Entity Management Plan – Day Care Homes* form.
 4. **Has the contracting entity or any of the contracting entities principals been convicted on any activity that occurred within the past seven years that indicated a lack of business integrity?** – Indicate Yes or No. If Yes, you will submit a detailed explanation with the *Contracting Entity Management Plan – Day Care Homes* form.
43. **Read the Certification Statement.** An authorized representative of the contracting entity signs, dates and prints their name and title.

SUBMITTAL

CEs Not Using TX-UNPS – Submit to one of the following:

Mail to:

Texas Department of Agriculture
 Food and Nutrition
 Attn: F&N Business Operations – Applications
 P.O. Box 12847
 Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

Child and Adult Care Food Program
Contracting Entity Budget Detail – Day Care Homes

Those contracting entities that do not use TX-UNPS use this form in conjunction with the *Budget Justification and Disclosure – Day Care Homes* form.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. Name of Contracting Entity (CE):	2. CE ID:	3. Budget Version:

PROJECTED REVENUE

	CE Complete this Column	FOR STATE USE ONLY Approved
Number of sites anticipated for sponsorship		
1. Projected Total Annual Revenue	\$	\$

PROJECTED ANNUAL ADMINISTRATIVE COSTS

	CE Complete this Column	FOR STATE USE ONLY Approved
A. Total Labor Costs (Salaries, Wages, Taxes and Benefits):	\$	\$
B. Facilities and Space:	\$	\$
C. Supplies and Equipment:	\$	\$
D. Purchased Services:	\$	\$
E. Financial Costs:	\$	\$
F. Media Costs:	\$	\$
G. Sponsoring Organization Cost:	\$	\$
H. Other:	\$	\$
Total Administrative Costs	\$	\$

SUMMARY

	CE Complete this Column	FOR STATE USE ONLY Approved
1. Total Expenses (Administrative)	\$	\$
2. Total Anticipated Annual CACFP Reimbursement	\$	\$
3. Total Other Income	\$	\$
Explanation of Source of Other Income		
4. Carryover from Previous PY:	\$	\$
5. Total Income:	\$	\$
6. Estimated Residual for Next PY:	\$	\$

SECTION II – CERTIFICATION

I certify that the information on this form, and supporting documents, is true and correct and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of withholding of information may result in prosecution under applicable state and federal statutes.

Signature - Authorized Representative

Date

Title - Authorized Representative

Printed Name - Authorized
Representative

This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.

For TDA Use Only

Effective Date: _____

Signature - TDA Representative

Date

Title - TDA Representative

**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
CONTRACTING ENTITY BUDGET DETAIL – DAY CARE HOMES**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete the Contracting Entity Budget Detail – Day Care Homes screen in TX-UNPS and do not complete this form on paper. Those CE's that **do not** use TX-UNPS will complete and submit this paper form, along with the *Budget Justification and Disclosure – Day Care Homes* form, as part of the application process. This form is also completed/submitted when requesting budget revisions.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
 2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
 3. **Budget Version** – Enter the budget version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
-

A. PROJECTED REVENUE

Number of sites anticipated for sponsorship – Under the “CE Complete This Column”, enter the number of providers (sites) that you anticipate sponsoring for this program year.

1. **Projected Total Annual Revenue** – Under the “CE Complete This Column”, enter the project total annual revenue, based on the number of sites (providers), you anticipate for the nonprofit food service account. This figure must equal Summary question 5, Total Income.
-

B. PROJECTED ANNUAL ADMINISTRATIVE COSTS

List the projected annual Administrative costs and total – Using the *Budget Justification and Disclosure – Day Care Homes* form, under the “CE Complete This Column” enter:

- A. Total Labor Costs (From Page 2, Column 7);
- B. Facilities and Space (From Page 3, Column B Total);
- C. Supplies and Equipment (From Page 3, Column B Total);
- D. Purchased Services (From Page 3, Column B Total);
- E. Financial Costs (From Page 3, Column B Total);
- F. Media Costs (From Page 4, Column B Total);
- G. Sponsoring Organization Cost (From Page 4, Column B Total);
- H. Other (From Page 4, Column B Total)

Total Administrative Costs – Add the figures under the “CE Complete This Column” for each cost category to arrive at the “Total Administrative Costs”.

F. SUMMARY

1. **Total Expenses (Administrative)** – Under the “CE Complete This Column”, enter the Total Administrative Costs.

2. **Total Anticipated Annual CACFP Reimbursement** – Under the “CE Complete This Column”, enter the total CACFP reimbursement you anticipate receiving this program year.
 3. **Total Other Income** – Under the “CE Complete this Column”, enter the source and total of other income to the nonprofit food service account, such as donations specifically designated for food service.
 4. **Carryover from Previous PY** – Under the “CE Complete This Column”, enter the amount of carryover from the previous program year. You are allowed to carryover up to 10% of unused administrative payments from one program year to the next.
 5. **Total Income** - Under the “CE Complete This Column”, enter the total of lines 2, 3 and 4. This figure must equal Projected Revenue question 1. Projected Total Annual Revenue.
 6. **Estimated Residual for Next PY** - Under the “CE Complete This Column”, based on your estimated annual CACFP reimbursement and estimated costs, enter the amount of estimated residual carryover for the next program year.
-

SECTION II – CERTIFICATION

Read the Certification Statement. An authorized representative of the contracting entity signs, dates and prints their name and title.

SUBMITTAL

CEs Not Using TX-UNPS – Submit, along with the *Budget Justification and Disclosure – Day Care Homes* form, to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. Name of Contracting Entity (CE)	2. CE ID	3. Budget Version:

SECTION II – BUDGET JUSTIFICATION

Contracting entities participating in the CACFP must account for the cost of operating a nonprofit food service through the consistent use of generally accepted accounting principles. CACFP costs must be necessary, reasonable, properly classified, properly allocated, and allowable. The cost must be disclosed and must be allocated so that only the allowable share of the cost is assigned to the CACFP. Allowable costs can be either direct costs or indirect costs. You must provide the cost allocation methodology used to establish the cost allocation rates for direct costs that are prorated, as well as the cost allocation plan approved by the cognizant Federal or State agency for any indirect costs that are included in the budget. The contracting entity must specifically identify each cost item in the budget and must explain how each cost was calculated. **Include all expenses related to the organizations food service. Reference FNS Instruction 796-2, Rev. 3, Financial Management – Child and Adult Care Food Program, for additional guidance.**

1. Is the contracting entity a: <input type="checkbox"/> Sole purpose organization (exists exclusively to administer the CACFP in Day Care Homes in Texas) <input type="checkbox"/> Multipurpose organization								
2. Does the contracting entity have indirect costs to be paid from the nonprofit food service account? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, these costs must be identified as indirect costs when you complete the Budget Justification Charts.								
3. Does the contracting entity have costs to be paid from the nonprofit food service account that require "Prior Approval"? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify these costs as "(PA)", costs requiring "Prior Approval", when you complete the Budget Justification Charts.								
4. Does the contracting entity have costs to be paid from the nonprofit food service account that require "Specific Prior Written Approval"? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify these costs as "(SP)", costs requiring "Specific Prior Written Approval", when you complete the Budget Justification Charts.								
5. Does the contracting entity have costs to be paid from the nonprofit food service account that require "USDA Regional Office Approval"? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, identify these costs as "(Reg)", costs requiring "USDA Regional Office Approval", when you complete the Budget Justification Charts.								
6. The contracting entity must have adequate sources of funds to continue to pay employees and suppliers during periods of temporary interruptions in CACFP payments and/or to pay debts when fiscal claims have been assessed against the contracting entity. List your sources and amount of funds to meet this requirement.								
<table border="1"> <thead> <tr> <th>Source of Funds</th> <th>Amount of Funds</th> </tr> </thead> <tbody> <tr> <td> </td> <td>\$</td> </tr> <tr> <td> </td> <td>\$</td> </tr> <tr> <td> </td> <td>\$</td> </tr> </tbody> </table>	Source of Funds	Amount of Funds		\$		\$		\$
Source of Funds	Amount of Funds							
	\$							
	\$							
	\$							
7. There are a number of one-time and recurring expenses for which CACFP funds may not be used, including the costs of incorporation (maintaining incorporation), the preparation of annual IRS-990 reports, fines and penalties, and some other general business costs. List your sources and amount of funds to meet these non-CACFP expenses.								
<table border="1"> <thead> <tr> <th>Source of Funds</th> <th>Amount of Funds</th> </tr> </thead> <tbody> <tr> <td> </td> <td>\$</td> </tr> <tr> <td> </td> <td>\$</td> </tr> <tr> <td> </td> <td>\$</td> </tr> </tbody> </table>	Source of Funds	Amount of Funds		\$		\$		\$
Source of Funds	Amount of Funds							
	\$							
	\$							
	\$							

Budget Justification Charts

Complete the budget justification charts. Attach additional pages as needed.

Nonprofit Food Service Administration Labor – Budget Justification — This section is used to provide detailed information for each **administrative** position that has food service responsibilities, **whether or not it is paid from the nonprofit food service account**. Identify costs requiring "Prior Approval" as "(PA)", "Specific Prior Written Approval as "(SP)" and "FNS Regional Office Approval" as "(Reg)".

Note 1: You must maintain a written compensation policy for each position. This policy, which is usually part of a larger set of personnel policies, establishes the way employees earn compensation. It must address 1) rates of pay; 2) work hours, including breaks and meal periods; and 3) payment schedules.

Note 2: Every position paid from the nonprofit food service account must maintain daily time reports for the entire work day to establish the portion of administrative labor that can be attributed to the nonprofit food service account.

Administrative labor includes planning, organizing and managing the nonprofit food service. Labor costs include base salary, employment taxes, fringe benefits, overtime pay, holiday pay, compensatory leave, incentive payments and severance pay. **Only document the employer's share in column 3.**

Position (such as director, monitor, clerical, training, etc.) AND CACFP Duties (such as planning, eligibility determination, enrollment, etc.)	1. Number of Personnel in this Position	2. Annual Base Salary	3. Additional Labor Costs and Benefits (include only the employer's share)	4. Total Base Salary and Benefits (2 + 3)	5. Number of Hours Worked Daily	6. Number of Hours Spent in Food Service Duties	7. Portion of Total Salary and Benefits Paid from the Food Service Account Annually
Position: CACFP Duties:		\$	\$	\$			\$
Position: CACFP Duties:		\$	\$	\$			\$
Position: CACFP Duties:		\$	\$	\$			\$
Position: CACFP Duties:		\$	\$	\$			\$
Total Base Salary and Benefits				\$	Total Paid from Food Service Account		\$

Nonprofit Food Service Program Requirement – Budget Justification — This section is used to provide detailed information about each budgeted cost. Organizations Annual Food Service Budget includes all costs, **whether or not they are paid from the nonprofit food service account**. Columns A and B are the portion of the costs to be paid from the nonprofit food service account. Identify costs requiring “Prior Approval” as “(PA)”, “Specific Prior Written Approval as “(SP)” and “FNS Regional Office Approval” as “(Reg)”.

Cost Category	A. Organization's Annual Food Service Budget	B. Annual Cost For Nonprofit Food Service
2. Facilities and Space — This category includes rent, utilities and other space costs.		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Facilities and Space Costs	\$	\$
3. Supplies and Equipment — This category includes durable supplies, expendable material and supplies, and equipment.		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Supplies and Equipment Costs	\$	\$
4. Purchased Services — This category includes security services, maintenance and janitorial services.		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Purchased Services Costs	\$	\$
5. Financial Costs — This category includes accounting, audits and bonding costs.		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Financial Costs	\$	\$

Nonprofit Food Service Program Requirement – Budget Justification (continued)

Cost Category	A. Organization's Annual Food Service Budget	B. Annual Cost For Nonprofit Food Service
6. Media Costs — This category includes advertising and public relations, communications, publications, printing and reproduction costs.		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Media Costs	\$	\$
7. Sponsoring Organization Costs — This category includes training, travel, administrative appeal costs, legal expenses and other professional services, meetings and conferences, membership, subscriptions and other professional organization activities.		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Total Sponsoring Organization Costs	\$	\$
8. Other Costs — This category includes any other costs associated with the nonprofit food service, including indirect costs.		
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
Other Costs	\$	\$

Summary of Projected Annual Nonprofit Food Service Costs

Cost Category		Annual Costs for Nonprofit Food Service
1	Labor Costs — Salaries, Wages, Taxes and Benefits	(From Page 2, Column 7) \$
2	Facilities and Space	(From Page 3, Column B Total) \$
3	Supplies and Equipment	(From Page 3 Column B Total) \$
4	Purchased Services	(From Page 3, Column B Total) \$
5	Financial Costs	(From Page 3, Column B Total) \$
6	Media Costs	(From Page 4, Column B Total) \$
7	Sponsoring Organization Costs	(From Page 4, Column B Total) \$
8	Other Costs	(From Page 4, Column B Total) \$
Total Costs for Nonprofit Food Service		\$

Summary of Nonprofit Food Service Income

Reimbursements under the CACFP subsidize the nonprofit food service operation but may not be sufficient to cover all nonprofit food service expenses. Any funds specifically designated as nonprofit food service account funds are restricted and may not be used to fund any other costs in your organization.

1. Enter the total annual costs of nonprofit food service: \$
2. Enter the total anticipated annual CACFP Reimbursement: \$
3. Enter the total of other income to the nonprofit food service: \$
4. Carryover from previous program year: \$
5. Total Income (enter the total of lines 2, 3 and 4): \$
6. Estimated Residual for next program year: \$

Enter the sources and amount of funds that make up line 3 above.

Source of Funds	Amount of Funds
	\$
	\$
	\$

If line 1 is greater than line 5, the contracting entity must list their sources and amount of funds that will be used to cover this shortfall.

Source of Funds	Amount of Funds
	\$
	\$
	\$

SECTION III – BUDGET DISCLOSURE

1. Contracting organizations applying to participate in the CACFP are required to disclose and identify related party transactions, less-than-arms-length transactions, ownership interests in equipment, supplies, vehicles and facilities, or disclose any other information that inhibits TDA from making an informed assessment of the allowability of a particular cost.

Do you have any expenses that require disclosure? Yes No

If "Yes," attach a detailed explanation.

SECTION IV – CERTIFICATION

I certify that the information on this form, and supporting documents, is true and correct and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Signature - Authorized Representative _____ Date _____ Title - Authorized Representative

Printed Name - Authorized Representative

This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.

For TDA Use Only

Effective Date: _____

Signature - TDA Representative _____ Date _____ Title - TDA Representative

**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
BUDGET JUSTIFICATION AND DISCLOSURE – DAY CARE HOMES**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) will complete and upload this form to support the Contracting Entity Budget Detail – Day Care Home screen in TX-UNPS. Those CEs that **do not** use TX-UNPS will complete and submit this form, along with the *Contracting Entity Budget Detail – Day Care Homes* form, as part of the application process. This form is also uploaded/submitted when requesting budget revisions.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. **Name of Contracting Entity (CE)** - Enter the legal name of the contracting entity.
 2. **CE ID** – Enter your five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
 3. **Budget Version** – Enter the budget version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
-

SECTION II – BUDGET JUSTIFICATION

Reference FNS Instruction 796-2, Rev. 3, Financial Management – Child and Adult Care Food Program, for additional guidance.

1. **Is the contracting entity a:** – Indicate if the sponsoring organization is a “Sole purpose organization” or a “Multipurpose organization”.
 2. **Does the contracting entity have indirect costs to be paid from the nonprofit food service account?** - Indicate Yes or No. If yes, these costs must be specifically identified as indirect costs when you complete the Budget Justification Charts on pages 2-4.
 3. **Does the contracting entity have costs to be paid from the nonprofit food service account that require “Prior Approval”?** - Indicate Yes or No. If yes, identify these costs as “(PA)”, costs requiring “Prior Approval”, when you complete the Budget Justification Charts on pages 2-4.
 4. **Does the contracting entity have costs to be paid from the nonprofit food service account that require “Specific Prior Written Approval”?** - Indicate Yes or No. If yes, identify these costs as “(SP)”, costs requiring “Specific Prior Written Approval”, when you complete the Budget Justification Charts on pages 2-4.
 5. **Does the contracting entity have costs to be paid from the nonprofit food service account that require “USDA Regional Office Approval”?** - Indicate Yes or No. If yes, identify these costs as “(Reg)”, costs requiring “USDA Regional Office Approval”, when you complete the Budget Justification Charts on pages 2-4.
 6. **The contracting entity must have adequate sources of funds to continue...** - Indicate the source and amount of funds that the CE has available to pay employees and suppliers during temporary interruptions in CACFP payments and/or to pay debts when fiscal claims have been assessed against the CE.
 7. **There are a number of one-time and recurring expenses for which CACFP funds may not...** - Indicate the source and amount of funds that the CE has available to pay for general business costs that are not allowable CACFP expenses.
-

BUDGET JUSTIFICATION CHARTS – Nonprofit Food Service Administration Labor Costs

Position and CACFP Duties – Enter the titles of the positions. These should match your organizational chart. Enter a brief description of the CACFP duties performed.

- **Column 1 – Number of Personnel in this Position** – Enter the number of staff per position, such as Director 1, Monitor 12, Clerical Support 2, Trainer 5.
- **Column 2 – Annual Base Salary** – Enter the annual base salary for all staff in the designated position.
- **Column 3 – Additional Labor Costs and Benefits** – Enter the name of the benefit, such as FICA, health insurance, retirement, etc., and the detailed computations justifying the amount budgeted.
- **Column 4 – Total Base Salary and Benefits** – Add Columns 2 and 3 to arrive at this total.
- **Column 5 – Number of Hours Worked Daily** – Enter the total number of hour worked per day.
- **Column 6 – Number of Hours Spent in Food Service Duties** – Enter the number of hours spent in food service duties. Use time distribution reports as the basis for estimating the labor hours for staff who do not work in food service 100% of the time. When food service labor is documented each month, it must be actual and not an estimate.
- **Column 7 – Portion of Total Salary and Benefits Paid...** – Enter the total salary and benefits paid from the nonprofit food service account.

Total Administrative Labor Costs – Enter the total for all costs in Column 4 and 7.

BUDGET JUSTIFICATION CHARTS – Nonprofit Food Service Program Requirements – Cost Category 2-8.

The organization must provide their entire food service budget for the current year. You will indicate in column B the portion of the costs to be paid from the nonprofit food service account. You must specifically identify each item and explain how each cost was calculated. Transfer the totals from column B to Page 5, Summary of Projected Annual Nonprofit Food Service Costs.

Summary of Projected Annual Nonprofit Food Service Costs

Transfer the total amounts listed in the cost categories from the budget justification charts.

Summary of Nonprofit Food Service Income

1. Enter the total annual costs of nonprofit food services from the summary chart above.
2. Enter your anticipated annual CACFP reimbursement for the program year.
3. Enter the total of other income to the nonprofit food service account, such as donations specifically designated for food service.
4. Enter the carryover from previous program year. You are allowed to carryover up to 10% of unused administrative payments from one program year to the next.
5. Enter the total of lines 2, 3 and 4.
6. Enter the amount of estimated residual carryover for the next program year based on your estimated annual CACFP reimbursement and estimated costs.

Enter the sources and amount of funds that make up line 3.

If line 1 is greater than line 5, the contracting entity must list their sources and amount of funds that will be used to cover this shortfall.

SECTION III – BUDGET DISCLOSURE

Contracting organizations applying to participate... – Indicate Yes or No. If yes, attach a detailed explanation.

SECTION IV – CERTIFICATION

Read the Certification Statement. An authorized representative of the contracting entity signs, dates and prints their name and title.

SUBMITTAL

CEs Not Using TX-UNPS – Submit, along with the *Contracting Entity Budget Detail – Day Care Homes* form, to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

Those contracting entities that do not use TX-UNPS use this form to document their board of directors. In addition, if the contracting entity does not have a board of directors, this form is used to capture the individual(s) within the organization that have overall responsibility for management of the CACFP. Complete and submit this form for each board member or individual that has overall responsibility for management of the CACFP.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. Name of Contracting Entity (CE):	2. CE ID:	3. Version:

SECTION II – BOARD MEMBER INFORMATION

1. Board Member Type		2. Length of time on board		
3. Name of Board Member				
Salutation	First Name	Last Name		
4. Date of Birth		5. Email Address		
6. Phone (include area code)		Extension	Fax (include area code)	
7. Occupation:				
8. Current employer:				
Employer Address				
9. Address 1:	10. Address 2:	11. City	12. State	Zip+4
+				
Home Address				
13. Address 1:	14. Address 2:	15. City	16. State	Zip+4
+				
17. Is this member related to other board members or staff of staff of this organization? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If Yes , please specify name and position held:				
You must submit documentation that confirms your organization's governing body is aware of the organization's responsibilities and liabilities associated with participation in the CACFP. This is done by submitting the Checklist Item, Governing Body Awareness.				

SECTION III – SIGNATURE

Signature – Authorized Representative of Contracting Entity

Date

Name (please type or print)	Title

**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
BOARD OF DIRECTORS – DAY CARE HOMES**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete the Board of Directors – Day Care Homes screen in TX-UNPS and do not complete this form on paper. Those CE's that **do not** use TX-UNPS will complete and submit this paper form as part of the application process. This form is also completed/submitted when requesting revisions. In addition, if the contracting entity does not have a board of directors, this form is used to capture the individual(s) within the organization that have overall responsibility for management of the CACFP. Complete and submit this form for each board member or individual that has overall responsibility for management of the CACFP.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
 2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
 3. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
-

SECTION II – BOARD MEMBER INFORMATION

1. **Board Member Type** – Enter the board member type using the following values: Chairman of the Board, Vice Chair, Executive Director, Treasurer, Secretary, Board Member or Compensated Board Member. If one of these values is not appropriate, enter “Board Member”.
 2. **Length of time on board** – Enter the length of time this board member has served.
 3. **Name of Board Member** – Enter the following for the board member: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
 4. **Date of Birth** – Enter the date of birth for the board member.
 5. **Email Address** – Enter the email address for the board member.
 6. **Phone** – Enter the phone number (include area code), extension and fax number of the board member.
 7. **Occupation** – Enter the occupation of the board member.
 8. **Current Employer** – Enter the current employer for the board member.
 9. **Employer Address: Address 1** – Enter the street address or P.O. Box for the employer of the board member.
 10. **Employer Address: Address 2** – If the employers address include a suite number, apartment number or other numbering sequence, enter that information.
 11. **Employer Address: City** – Enter the city of the employer’s address.
 12. **Employer Address: State** – Enter the State and zip code of the employer’s address.
 13. **Home Address: Address 1** – Enter the street address of the board member’s home address. This cannot be a P.O. Box.
 14. **Home Address: Address 2** – If the board member’s home address includes a unit number, apartment number or other numbering sequence, enter that information.
 15. **Home Address: City** – Enter the city of the board member’s home address.
 16. **Home Address: State** – Enter the State and zip code of the board member’s home address.
 17. **Is this member related to other...** – Indicate Yes or No. If Yes, specify name and position held for each person (other board member or staff person) the board member is related to.
-

SECTION III – SIGNATURE

The Authorized Representative of the Contracting Entity signs, dates and prints their name and title.

SUBMITTAL

CEs Not Using TX-UNPS – Submit to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

Those contracting entities that do not use TX-UNPS must, if applicable, complete and submit this paper form as part of the application process.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. Name of Contracting Entity (CE):	2. CE ID:

NAME AND TITLE OF CONTRACTING ENTITY FINANCIAL AUDIT CONTACT

1. Name of Financial Audit Contact			
Salutation	First Name	Last Name	2. Email Address
3. Phone (include area code)	Extension	Fax (include area code)	
4. Title			

ORGANIZATION TYPE

5. Type of Agency

CONTRACTING ENTITY’S 12-MONTH FISCAL YEAR

6. Fiscal Year:

FEDERAL FUNDS

7. Does the organization expend federal funds from a program other than those administered by TDA? <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Identify the federal funds source and the total amount for each source that your organization projects to expend for the fiscal year.

Federal Fund Source	Amount
	\$
	\$
	\$
	\$
	\$

SECTION II – CERTIFICATION

I understand that if I meet the requirements of the Single Audit Act, now or in the future, I must submit an audit as a condition of eligibility to participate in the Programs administered by the Texas Department of Agriculture Food and Nutrition Division, and that failure to do so as required could result in adverse action, including the withholding of my claim for reimbursement payments and termination of my contract. I also understand that if I am a private non-profit organization subject to the requirements of the Single Audit Act and have a financial audit performed annually, I must also obtain a single audit on an annual basis.

Signature - Authorized Representative Date _____
Title - Authorized Representative

Printed Name - Authorized Representative

INSTRUCTIONS FOR FOOD & NUTRITION ANNUAL AUDIT

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) complete, if applicable, the Annual Audit screen in TX-UNPS and do not complete this form on paper. Those CE's that **do not** use TX-UNPS will, if applicable, complete and submit this paper form as part of the application process.

All Contracting Entities that may be subject to the Single Audit Act are required to complete the Annual Audit screen/form indicating their fiscal year and any other federal funds they receive. Non-profit Contracting Entities that expend \$500,000 or more in TOTAL federal funds during their fiscal year are required to submit an audit that meets the requirements of the Single Audit Act, as amended. For more details on Single Audit requirements, please refer to the Program Handbooks.

CEs who's Type of Agency is Military Installation, Indian Tribe, Government Agency or For Profit Organization are not required to complete and submit the Annual Audit screen/form.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
 2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
-

NAME AND TITLE OF CONTRACTING ENTITY FINANCIAL AUDIT CONTACT

1. **Name of Financial Audit Contact** – Enter the following for the financial audit contact: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
 2. **Email Address** – Enter the email address for the financial audit contact.
 3. **Phone** – Enter the phone number (include area code), extension and fax number of the financial audit contact.
 4. **Title** – Enter the title of the financial audit contact.
-

ORGANIZATION TYPE

5. **Type of Agency** – Enter the Type of Agency that the contracting entity is from the following list: Educational Institution, Private Non Profit Organization or Other. If you enter "Other", please explain.
-

CONTRACTING ENTITY'S 12-MONTH FISCAL YEAR

6. **Fiscal Year** – Enter the contracting entity's 12-month fiscal year. Acceptable entries are: January – December, or February – January, or March – February, or April – March, or May – April, or June – May, or July – June, or August – July, or September – August, or October – September, or November – October, or December – November
-

FEDERAL FUNDS

7. **Does the organization expend federal funds form a program other than those administered by TDA?** – Indicate Yes or No.
8. **Identify the federal funds source and the total amount for each source that your organization projects to expend for the fiscal year** – Enter the federal fund source and amount in the chart. Attach additional pages, if needed.
-

SECTION IV – CERTIFICATION

Read the Certification Statement. An authorized representative of the contracting entity signs, dates and prints their name and title.

SUBMITTAL

CEs Not Using TX-UNPS – Submit to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

**TEXAS DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION DIVISION**

PERMANENT AGREEMENT

County/District or Uniform Contract Number (UCN)

**National School Lunch Program, School Breakfast Program,
Summer Food Service Program, Child and Adult Care Food Program and
Special Milk Program**

The Texas Department of Agriculture, hereinafter referred to as TDA, and _____, hereinafter referred to as Contractor, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215.

**I.
DEFINITIONS**

For purposes of this Agreement:

“Contractor” shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture’s (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with TDA to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the Summer Food Service Program, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the National School Lunch Program and School Breakfast Program and which is approved to participate in the Program.

“School nutrition programs” shall mean all services provided under the authority of the National School Lunch Program, and the School Breakfast Program.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

**II.
PROGRAM DESIGNATION**

The above named Contractor applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Contractor decides to discontinue or begin operating any of these programs after signing this Agreement, Contractor must provide TDA advance written notice, including the proposed effective date of the change. Upon approval of the request, TDA will, at TDA's option, enter into a new agreement with Contractor or amend this Agreement. If TDA terminates Contractor from one or more of the programs Contractor is operating, but allows Contractor to continue operating other programs, at TDA's option, Contractor must enter into a new agreement with TDA to operate the remaining programs or amend this Agreement to state which programs Contractor will continue to operate.

- National School Lunch Program including:
 - Afterschool Care Program
 - Seamless Summer Option
 - Fresh Fruit and Vegetable Program
- School Breakfast Program
- Summer Food Service Program
- Child and Adult Care Food Program
 - Adult Day Care Centers
 - Child Care Centers
 - Day Care Homes
- Special Milk Program

**III.
CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT**

- A. Contractor will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, the Uniform Federal Assistance Regulation (7 CFR, Part 3015, as amended), Uniform Administrative Requirements For Grants and Cooperative Agreements To State And Local Governments (7 CFR, Part 3016, as amended), as applicable, Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals, and Other Non-Profit Organizations (7 CFR, Part 3019, as amended), as applicable, Audits of State, Local Governments, and Non-Profit Organizations (7 CFR Part 3052, as amended) and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by TDA and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit H" and fully incorporated herein by reference.

Contractor further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.

- B. Contractor accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by Contractor. This responsibility includes any audit exceptions or payment deficiency in the program covered by this Agreement, and all subcontracts hereunder, which are found after monitoring or auditing by TDA or USDA and Contractor will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.

- C. If Contractor participates in the school nutrition programs, Contractor agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
 - 1. Maintain a nonprofit school food service and observe the limitations on the use of nonprofit school food service revenues and the limitations on any competitive school food service;

 - 2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;

 - 3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;

 - 4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy of said claims. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

- a. If such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or,
- b. If such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. Submit claims for reimbursement in accordance with procedures established by TDA and program regulations. Final claims for reimbursement must be received by TDA not later than 60 days following the last day of the month covered by the claim. Original or revised claims not received within 60 days require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available;
6. Upon request, make all accounts and records pertaining to its school food service program available to TDA and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years (three years if operating in a private school or residential child care institution) after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five-year period (three-year period if Contractor is a private school or residential child care institution) as long as required for resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed three months average expenditures for its non-profit school food services or such other amount as may be approved in accordance with TDA;
8. Serve meals that meet the minimum requirements prescribed in Schedules B, C, D, E, F, G, H, I, J and K, as applicable, and which are attached to this Agreement as Exhibit A and fully incorporated herein;
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the school food authority to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,

12. Comply with the requirements of USDA's regulations regarding nondiscrimination and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations. Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7CFR Part 250;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by TDA;
18. Maintain files of currently approved and denied free and reduced-price school meal applications respectively, and the names of children approved for free meals based on documentation for certifying that the child is included in a household approved to receive benefits under the Supplemental Nutrition Assistance Program (SNAP) (formerly Food Stamp Program), Food Distribution Program for Households on Indian Reservations (FDPIR) or the Temporary Assistance to Needy Families (TANF) program. If applications are maintained at the school food authority level, they shall be readily retrievable by school;
19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of five years (three years if Contractor is a private school or residential child care institution) after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the 5-year period (three years if Contractor is a private school or residential child care institution) as long as required for resolution of the issues raised by the audit;
20. Agree to serve breakfast during a period designated as the breakfast period by the school and to serve lunch during the period designated as the lunch period by the school;
21. No later than December 31 of each year, provide TDA with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide TDA with a list of all

elementary schools under its jurisdiction of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;

22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;

23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:

- a. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
- b. Price the meal supplement as a unit;
- c. Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR part 245;
- c. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
- d. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
- e. Claim reimbursement for no more than one meal supplement per child per day;
- f. Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
- g. Comply with all requirements of this part, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by § 210.9(b)(9)).

24. Certify that each of the schools listed in Schedule A of Exhibit A, which is attached to this Agreement and fully incorporated herein and identifies the names of all schools in the school district conducting school nutrition programs, is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended; and

25. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein.

- D. If Contractor is a Sponsor for the Summer Food Service Program, Contractor agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:
1. Operate a nonprofit food service during the period specified, as follows:
 - a. From May through September for children on school vacation;
 - b. At any time of the year, in the case of Contractor administering the Program under a continuous school calendar system; or
 - c. During the period from October through April, if Contractor serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;
 2. If Contractor is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
 3. If sponsor is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
 4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
 5. Issue a free meal policy statement in accordance with §225.6(c);
 6. Meet the training requirement for Contractor's administrative and site personnel, as required under §225.15(d)(1);
 7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;
 8. Serve a maximum number of meals under the Program, as approved by TDA, if Contractor is serving meals prepared by a food service management company, as required under §225.6(d)(2), and document in its files the maximum number of meals that may be served;
 9. Obtain written approval from TDA to make permanent changes in the serving time of any meal;

10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
 11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
 12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
 13. Have access to facilities necessary for storing, preparing, and serving food;
 14. Maintain a financial management system as prescribed by the State agency;
 15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d) (2) and (3);
 16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
 17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
 18. Ensure children consume meals on site unless TDA allows certain foods to be taken off site for consumption; and
 19. Retain final financial and administrative responsibility for its program.
 20. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.
- E. If Contractor participates in the CACFP, Contractor agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:
1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
 2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
 3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by TDA. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim,

negotiation, audit, or other action involving these records begins before such period expires, Contractor will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, which ever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between TDA and the Contractor. Contractor will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the property;

4. Allow TDA and USDA officials and other appropriate officials determined by TDA to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by TDA. TDA agrees that any TDA employee making such review shall show photo identification that demonstrates that he/she is an employee of TDA;

5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting TDA's right of access to recipient case records or other information relating to clients served under this contract;

6. Submit for TDA approval applications and agreements for any center/day care home for which Contractor intends to sponsor;

7. Submit to TDA's Food and Nutrition Division an amendment to its application or management plan, on TDA's form, when any change from information that was originally submitted in Contractor's application occurs; and

8. Comply with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit C and fully incorporated herein.

F. A school food authority or child care institution, as defined in 7 CFR, Part 215, participating in the SMP agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:

1. Operate a nonprofit milk service;

2. Serve milk free to all eligible children, at times that milk is made available to nonneedy children under the SMP and make no discrimination against any needy child because of inability to pay for the milk;

3. Comply with USDA's regulations respecting nondiscrimination (7 CFR, Part 15) and with the applicable Civil Rights Policy, which is attached to this Agreement as Exhibit B and fully incorporated herein;

4. Claim reimbursement for milk, as defined in 7 CFR, Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;

5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by TDA or FSNRO where applicable;;
6. Maintain a financial management system as prescribed by TDA or FNSRO where applicable;
7. Upon request, make all records pertaining to the SMP available to TDA, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
8. Retain the individual applications for free milk submitted by families for a period of -three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the -three-year period as long as required for resolution of the issues raised by the audit; and

**IV.
TDA CLAIMS PAYMENT**

A. TDA will, subject to federal appropriation and availability to TDA of sufficient funds for the applicable program, make program payment to Contractor in accordance with the terms of this Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.

B. Pursuant to §2252.903 of the Texas Government Code, any payments owing to Contractor under this Agreement will be applied toward elimination of Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

**V.
STATE AUDITOR'S OFFICE**

Contractor understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Contractor further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**VI.
IMMIGRATION**

Contractor agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

**VII.
CERTIFICATIONS**

Contractor shall execute and comply with the following Certifications: (1) Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, which is attached to this Agreement as Exhibit D and fully incorporated herein; (2) Certification Regarding Lobbying, which is attached to this Agreement as Exhibit E and fully incorporated herein; and (3) Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Agreement as Exhibit F and fully incorporated herein; (4) Clean Air and Water Certification, which is attached to this Agreement as Exhibit G and fully incorporated herein.

**VIII.
TERM AND TERMINATION**

- A. This Agreement shall take effect on _____, 20____, or upon signature by appropriately authorized representatives of both Parties, whichever is later.
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR, Parts 3015, 3016, 3019 and 3052. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
1. Termination by mutual agreement of the Parties. This Agreement may be terminated by mutual agreement of the Parties. Such agreement must be in writing.
 2. Termination in the best interest of the State. TDA may terminate this Agreement at any time when, in its sole discretion, TDA determines that termination is in the best interest of the State of Texas. The termination will be effective on the date specified in a notice of termination from TDA.
 3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

4. Termination for Change in Ownership or Legal Identity of Institution. Contractor understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.

5. Termination for impossibility or unreasonability. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

IX.
**AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY
MEMORANDA, AND GUIDANCE**

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Contractor agrees to comply with them.

If Contractor does not wish to comply with any changes or new items, Contractor must seek to terminate this Agreement in accordance with section VIII of this Agreement.

X.
SEVERABILITY

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

XI.
SIGNATURES

This Agreement establishes or continues the rights and responsibilities of TDA and Contractor pursuant to Contractor's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Contractor certifies that all information submitted pursuant to this agreement is true and correct. Contractor understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

CONTRACTOR

Name of Contracting Organization
(Please print or type)

By: _____
Signature of the
official who has been authorized to sign
contracts on behalf of the contracting organization.

Name of Official Signing
(Please print or type)

Title of Official
(Please print or type)

Date: _____

TEXAS DEPARTMENT OF AGRICULTURE

By: _____
TDA Representative

Date: _____

Revised January 2009

EXHIBIT A
SCHEDULES A-K
(Applicable to NSLP/SBP/SMP only)

Schedule A: Names of all schools/sites in the school food authority that participate in the NSLP/SBP/SMP

Schedule B: School Breakfast Pattern for Traditional Food Based Menu Planning

Schedule C: School Breakfast Pattern for Enhanced Food Based Menu Planning

Schedule D: School Lunch Pattern for Enhanced Food Based Menu Planning

Schedule E: School Lunch Pattern for Traditional Food Based Menu Planning

Schedule F: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

Schedule G: Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

Schedule H: Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels

Schedule I: Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule J: Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (by Age Groups)

Schedule K: Afterschool Care Program Meal Pattern

Texas Department of Agriculture Child Nutrition Programs

Instructions for Completing the Schedule A Form

Please enter the school food authority (SFA) name and county/district number or program number in the spaces provided at the top of the form. Use data from last October 31 for total enrollment and total eligible. If no data is available from October 31, then use the most current figures available. All public and charter schools affiliated with the Texas Education Agency have been assigned county/district numbers. All private schools and residential child care institutions (RCCIs) have been assigned a program number by Texas Department of Agriculture. If you are unsure of this number, please contact the Food and Nutrition Division at (877) 839-6325.

Section I:

Column 1– Campus Number: For public and charter schools, please list the 3-digit campus number as assigned by the Texas Education Agency for each school. If you are unsure of the campus number, please contact the Food and Nutrition Division at (877) 839-6325. Private schools and RCCIs will leave this column blank.

Column 2– Names of Schools/Sites: Please list the name of each school/site located in your SFA.

Column 3 – Enrollment: Please provide the total current enrollment (membership, population) for each school/site listed under Column 1. You may estimate enrollment for a school/site beginning operation during the upcoming year. (Public and charter schools may update enrollment online through the Child Nutrition Programs Information Management System (CNPIMS) at any time.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 4 – Total Eligible: For each school/site listed, please enter the total # of students approved to receive free and reduced-price meals. If a new school/site is listed, and eligible figures are not available, please provide your best estimate. (Public and charter schools may update eligible counts at any time online through the CNPIMS.) For assistance, please contact the Food and Nutrition Division at (877) 839-6325.

Column 5 – Program Participation: For each school/site listed, please indicate with an “X” which programs will be provided: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program (Snack) or Special Milk Program (SMP). **Note:** If a school/site is participating in NSLP, they are not eligible to participate in SMP.

Grand Totals – (Last Row): Please enter the sum total of each column in Section I (total # of schools/sites, total enrollment, total # of students eligible for free and reduced-price meals, and total participation by program).

Schedule B

School Breakfast Pattern for Traditional Food Based Menu Planning

Meal Components	Minimum Quantities			USDA Recommendation
	Ages 1-2	Ages 3,4,5	Grades K-12	
Milk (Fluid): As a beverage, on cereal or both.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)	Whole milk for children 1-2 years of age Lowfat, skim, or buttermilk for children over the age of 2
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup	A juice or fruit or vegetable that is a good source of Vitamin C
<i>Select one serving from each of the following components or two servings from one component:</i>				
Grains/Breads: One of the following or an equivalent combination: <ul style="list-style-type: none"> • Whole-grain or enriched bread • Whole-grain or enriched biscuit, roll, muffin, etc. • Whole-grain, enriched or fortified cereal. 	1/2 slice 1/2 serving 1/4 cup or 1/3 ounce	1/2 slice 1/2 serving 1/3 cup or 1/2 ounce	1 slice 1 serving 3/4 cup or 1 ounce	See <i>Food Buying Guide for Child Nutrition Programs</i> for serving sizes. (whichever is less)
Meat/Meat Alternates: One of the following or an equivalent combination: <ul style="list-style-type: none"> • Lean meat, poultry or fish ** Alternate protein products (APP) • Cheese • Large egg • Peanut butter or other nut or seed butters • Cooked dry beans/peas • Nuts and/or seeds • Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed) 	1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce 2 ounces or 1/4 cup	1 ounce 1 ounce 1 ounce 1/2 egg 2 Tbsp. 4 Tbsp. 1 ounce 4 ounces or 1/2 cup	No more than 1 ounce of nuts or seeds may be served in any one meal. Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.

**Alternate Protein Products (APP) are also known as Vegetable Protein Products (VPP).

Schedule C

School Breakfast Pattern for Enhanced Food Based Menu Planning

Meal Component	Minimum Quantities Required For		
	Ages 1-2	Preschool	Grades K-12*
Milk (Fluid): As a beverage, on cereal or both. USDA recommends whole milk for children 1-2 years of age.	1/2 cup (4 fl oz)	3/4 cup (6 fl oz)	1 cup (8 fl oz)
Juice/Fruit/Vegetable: Fruit and/or vegetable; or full-strength fruit juice or vegetable juice.	1/4 cup	1/2 cup	1/2 cup
<i>Select one serving from each of the following components or two from one component:</i>			
<p>Grains/Breads*: One of the following or an equivalent combination:</p> <p>Whole-grain or enriched bread Whole-grain or enriched biscuit, roll, muffin, etc. Whole-grain, enriched or fortified cereal.</p> <p>Meat/Meat Alternates:</p> <p>Meat/poultry or fish **Alternate Protein Products (APP) Cheese Egg (large) Peanut butter or other nut or seed butters Cooked dry beans and peas Nuts and/or seeds (as listed in program guidance).¹ Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed).</p> <p><i>Caution: Children under 5 are at a higher risk of choking than older children. It is recommended that nuts and/or seeds be served ground or finely chopped in a prepared food.</i></p>	<p>1/2 slice 1/2 serving 1/4 cup or 1/3 ounce</p> <p>1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce</p> <p>2 ounces or 1/4 cup</p>	<p>1/2 slice 1/2 serving 1/3 cup or 1/2 ounce</p> <p>1/2 ounce 1/2 ounce 1/2 ounce 1/2 egg 1 Tbsp. 2 Tbsp. 1/2 ounce</p> <p>2 ounces or 1/4 cup</p>	<p>1 slice 1 serving 3/4 cup or 1 ounce (whichever is less)</p> <p>1 ounce 1 ounce 1 ounce 1/2 egg 2 Tbsp. 4 Tbsp. 1 ounce 4 ounces or 1/2 cup</p>

¹No more than 1 ounce of nuts and/or seeds may be offered in any one meal.

*Option for Grades 7-12; one additional serving of Grains/Breads should be served daily in addition to the components listed above.

**Alternate Protein Products (APP) also known as Vegetable Protein Products (VPP).

Schedule D

School Lunch Pattern for Enhanced Food Based Menu Planning

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

Meal Component	Minimum Quantities Required For				
	Ages 1-2	Preschool	Grades K-6	Grades 7-12	Option For Grades K-3
Meat or Meat Alternate (quantity of the edible portion as served):					
Lean meat, poultry or fish	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
*Alternative Protein Products (APP)	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Cheese	1 oz.	1 1/2 oz.	2 oz.	2 oz.	1 1/2 oz.
Large egg	1/2	3/4	1	1	3/4
Cooked dry beans or peas	1/4 cup	3/8 cup	1/2 cup	1/2 cup	3/8 cup
Peanut butter or other nut or seed butters	2 Tbsps.	3 Tbsp.	4 Tbsp.	4 Tbsp.	3 Tbsp.
Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	4 oz. or 1/2 cup	6 oz. or 3/4 cup	8 oz. or 1 cup	8 oz. or 1 cup	6 oz. or 3/4 cup
The following may be used to meet no more than 50% of the requirement and must be used in combination with any of the above: Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternate (1 oz. of nuts/seeds = 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz.= 50%	1 oz.= 50%	1 oz.= 50%	3/4 oz.= 50%
Vegetables/Fruits (2 or more servings from different sources of vegetables or fruits or both).	1/2 cup	1/2 cup	3/4 cup plus additional 1/2 cup over a week ¹	1 cup	3/4 cup
Grains/Breads. Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains.	5 servings per week—minimum of 1/2 per day ¹	8 servings per week—minimum of 1 per day ¹	12 servings per week—minimum of 1 per day ^{1 2}	15 servings per week—minimum of 1 per day	10 servings per week—minimum of 1 per day ^{1 2}
Milk (As a beverage).	6 fl. oz.	6 fl. oz.	8 fl. oz.	8 fl. oz.	8 fl. oz.

¹For the purposes of this chart, a week equals five days.

²Up to one grains/breads serving per day may be a dessert.

³USDA recommends whole milk for children 1-2 years of age.

*Alternate Protein Product (APP) also known as Vegetable Protein Product (VPP).

Schedule E

Food Components		Food Items		Minimum Quantities				Recommended Quantities	
				Preschool		Grades K-3 ages 5-8 (Group III)	Grades 4-12 ages 9 & over (Group IV)		Grades 7-12 ages 12 & over (Group V)
				ages 1-2 (Group I)	ages 3-4 (Group II)				
Meat or Meat Alternate (quantity of the edible portion as served):	A serving of one of the following or a combination to give an equivalent quantity: Alternate Protein Products Lean meat, poultry or fish Cheese Large egg(s) Cooked dry beans or peas Peanut butter or other nut or seed butters. Yogurt, plain or flavored, unsweetened or sweetened (frozen yogurt not allowed)	1 oz. 1 oz. 1 oz. 1/2 cup 2 Tbsp. 4 oz. or 1/2 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 3/4 3/8 cup 3 Tbsp. 6 oz. or 3/4 cup	1 1/2 oz. 1 1/2 oz. 1 1/2 oz. 1 1/2 cup 4 Tbsp. 8 oz. or 1 cup	2 oz. 2 oz. 2 oz. 1 1/2 cup 4 Tbsp. 8 oz. or 1 cup	3 oz. 3 oz. 3 oz. 1 1/2 3/4 cup 6 Tbsp. 12 oz. or 1 1/2 cup	<ul style="list-style-type: none"> Must be served in the main dish or the main dish and only one other menu item. Alternate protein products (APP) sometimes referred to as vegetable protein products (VPP) and enriched macaroni with fortified protein may be used to meet part of the meat or meat alternate requirement. Food and Nutrition Service fact sheets on each of these alternate foods give detailed instructions for use. 		
Vegetables or Fruits	Peanuts, soynuts, tree nuts or seeds, as listed in program guidance, meet no more than 50% of the requirement and must be combined in the meal with at least 50% of other meat or meat alternates (1 oz. of nuts/seeds= 1 oz. of cooked lean meat, poultry or fish).	1/2 oz.= 50%	3/4 oz.= 50%	3/4 oz.= 50%	1 oz.= 50%	1 1/2 oz.= 50%	<ul style="list-style-type: none"> No more than one-half of the total requirement may be met with full-strength fruit or vegetable juice. Cooked dry beans or peas may be used as a meat alternate or as a vegetable, but not as both in the same meal. 		
Grains/Breads	Servings of grains/breads: Must be enriched or whole grain. A serving is a slice of bread or an equivalent serving of biscuits, rolls, etc., or 1/2 cup of cooked rice, macaroni, noodles, other pasta products or cereal grains or a combination of any of the above.	5 per week minimum of 1/2 serving per day	8 per week minimum of 1 serving per day	8 per week minimum of 1 serving per day	8 per week minimum of 1 serving per day	10 per week minimum of 1 serving per day	<ul style="list-style-type: none"> Enriched macaroni with fortified protein may be used as a meat alternate or as a bread alternate but not as both in the same meal. <p>NOTE: <i>Food Buying Guide for Child Nutrition Programs</i> provides the information for the minimum weight of a serving.</p>		
Milk (As a beverage)		3/4 cup (6 fl. oz.)*	3/4 cup (6 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	1/2 pint (8 fl. oz.)	<ul style="list-style-type: none"> Serve a variety of milk. *USDA recommends whole milk for children 1-2 years of age. 		

Schools may use the minimum nutrient and quantity requirements applicable to the majority of children as long as only one age or grade is outside the levels for the majority of children.

Schedule F

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based, Traditional Food Based and Nutrient Standard Menu Planning Systems for School Breakfasts by Grade Levels

(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Preschool	Grades K-12	Option for Grades 7-12
Energy Allowances/Calories	388	554	618
Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)
RDA for Protein (g)	5	10	12
RDA for Calcium (mg)	200	257	300
RDA for Iron (mg)	2.5	3.0	3.4
RDA for Vitamin A (RE)	113	197	225
RDA for Vitamin C (mg)	11	13	14

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule G

Required Minimum Calorie and Nutrient Levels for Enhanced Food Based and Nutrient Standard Menu Planning Systems for School Lunches by Grade Levels

(School Week Averages: Minimum of three consecutive days and a maximum of seven consecutive days)

Nutrients and energy allowances	Minimum Requirements			Optional
	Preschool	Grades K-6	Grades 7-12	Grades K-3
Energy Allowances/Calories	517	664	825	633
Total Fat (as a percent of actual total food energy)	(1)	(1,2)	(2)	(1,2)
Saturated Fat (as a percent of actual total food energy)	(1)	(1,3)	(3)	(1,3)
RDA for Protein (g)	7	10	16	9
RDA for Calcium (mg)	267	286	400	267
RDA for Iron (mg)	3.3	3.5	4.5	3.3
RDA for Vitamin A (RE)	150	224	300	200
RDA for Vitamin C (mg)	14	15	18	15

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule H

Required Minimum Calorie and Nutrient Levels for Traditional Food Based Menu Planning System for School Lunches by Grade Levels (School Week Averages)

Nutrients and Energy Allowances	Minimum Requirements			Optional
	Preschool	Grades K-3	Grades 4-12	Grades 7-12
Energy Allowances/ Calories	517	633	785	825
Total Fat (as a percentage of actual total food energy)	(1)	(1,2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1)	(1,3)	(3)	(3)
RDA for Protein (g)	7	9	15	16
RDA for Calcium (mg)	267	267	370	400
RDA for Iron (mg)	3.3	3.3	4.2	4.5
RDA for Vitamin A (RE)	150	200	285	300
RDA for Vitamin C (mg)	14	15	17	18

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule I

Optional Minimum Nutrient and Calorie Levels for School Lunches Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and Energy Allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and Above
Energy Allowances/ Calories	558	667	783	846
Total Fat (as a percentage of actual total food energy)	(1, 2)	(2)	(2)	(2)
Total Saturated Fat (as a percentage of actual total food energy)	(1, 3)	(3)	(3)	(3)
Protein (g)	7.3	9.3	15.0	16.7
Calcium (mg)	267	267	400	400
Iron (mg)	3.3	3.3	4.5	4.5
Vitamin A (RE)	158	233	300	300
Vitamin C (mg)	14.6	15	16.7	19.2

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule J

Optional Minimum Nutrient and Calorie Levels for School Breakfasts Nutrient Standard Menu Planning Approaches (School Week Averages)

Nutrients and energy allowances	Ages 3-6	Ages 7-10	Ages 11-13	Ages 14 and above
Energy Allowances/Calories	419	500	588	625
Total Fat (as a percent of actual total food energy)	(1,2)	(2)	(2)	(2)
Saturated Fat (as a percent of actual total food energy)	(1,3)	(3)	(3)	(3)
RDA for Protein (g)	5.50	7.00	11.25	12.50
RDA for Calcium (mg)	200	200	300	300
RDA for Iron (mg)	2.5	2.5	3.4	3.4
RDA for Vitamin A (RE)	119	175	225	225
RDA for Vitamin C (mg)	11.00	11.25	12.50	14.40

¹The Dietary Guidelines recommend that after 2 years of age "...children should gradually adopt a diet that, by about 5 years of age, contains no more than 30 percent of calories from fat."

²Not to exceed 30 percent over a school week.

³Less than 10 percent over a school week.

Schedule K

Afterschool Care Program Meal Pattern

Select two different components from the four listed.

Snack	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 Recommended
Milk, fluid	1/2 cup	1/2 cup	1 cup	<i>Portions for children ages 13 through 18 shall be no less than the portions stipulated for children ages 6 through 12. We recommend that schools offer larger portions for older children (ages 13-18) based on their greater food energy requirements.</i>
Meat or meat alternate	1/2 oz.	1/2 oz.	1 oz.	
Yogurt	2 oz./1/4 cup	2 oz./1/4 cup	2 oz./1/4 cup	
Egg	1/2	1/2	1/2	
Juice or fruit or vegetable	1/2 cup	1/2 cup	3/4 cup	
Bread and/or cereal: Enriched or whole grain bread or	1/2 slice	1/2 slice	1 slice	
Cereal: Cold dry or cooked cereal grains	1/4 cup/1/3 oz. 1/4 cup	1/3 cup/1/2 oz. 1/4 cup	3/4 cup/1 oz. 1/2 cup	

Juice may not be served when milk is served as the only other component.

Caution: Children under five years of age are at the highest risk of choking. USDA recommends that nuts and/or seeds be served to them ground or finely chopped in a prepared food.

EXHIBIT B
CIVIL RIGHTS POLICY COMPLIANCE FOR
SCHOOL NUTRITION PROGRAMS
(NSLP, SBP and SMP)

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (Title 20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, , 28 C.F.R. Parts 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and the Department of Agriculture FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear on this Agreement are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT C
CIVIL RIGHTS POLICY COMPLIANCE FOR
CACFP AND SFSP

Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of service to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, Contractor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized TDA and USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, TDA and the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

EXHIBIT D

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

Exhibit D (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Excluded Parties Lists System (EPLS).

Exhibit D (Continued)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING

PROCUREMENT

Certification Regarding Lobbying

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of [School] Independent School District in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Exhibit E (cont.)

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

EXHIBIT F
STANDARD FORM-LLL, DISCLOSURE FORM TO REPORT LOBBYING

PROCUREMENT

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year ____ Quarter ____ Date of last report ____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime</p> <p><input type="checkbox"/> Sub-awardee</p> <p>Tier ____, <i>if known:</i></p> <p>Congressional District, <i>if known:</i></p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional District, <i>if known:</i></p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable:</i> _____</p>	
<p>8. Federal Action Number, <i>if known:</i></p>	<p>9. Award Amount, <i>if known:</i></p> <p style="text-align: center;">\$</p>	
<p>10. a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI):</i> (Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services <i>(Incl. Address if different from No. 10a) (last name, first name, MI):</i></p>	

Exhibit F (Cont.)

<p>11. Amount of Payment (<i>check all that apply</i>):</p> <p>\$ _____</p> <p>_____ Actual _____ Planned</p>	<p>13. Type of Payment (<i>check all that apply</i>):</p> <p>_____ a. retainer</p> <p>_____ b. one-time fee</p> <p>_____ c. commission</p> <p>_____ d. contingent fee</p> <p>_____ e. deferred</p> <p>_____ f. other; specify: _____</p>
<p>12. Form of Payment (<i>check all that apply</i>):</p> <p>_____ a. cash</p> <p>_____ b. in-kind; specify: nature _____</p> <p>value _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p>(Attach continuation sheet(s) if necessary)</p>	
<p>15. Continuation Sheet(s) attached: _____ Yes _____ No</p>	
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>
<p>Federal Use Only: _____</p> <p>Reproduction of: _____</p> <p>Authorized for Local</p> <p>Standard Form – LLL</p>	

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks “sub-awardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.
(b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).

Exhibit F (cont.)

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Exhibit G
Clean Air and Water

(Applicable only if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [41 USC 1857c-8(c)(1) or the Federal Water Pollution Control Act [33 USC 1319(c)] and is listed by EPA, or the contract is not otherwise exempt.)

- a) The contractor agrees as follows:
 - i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended [41 USC 1857, et seq., as amended by Public Law 91-604] and Section 308 of the Federal Water Pollution Control Act [33 USC 1251, et seq., as amended by Public Law 92-500], respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.
 - ii) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
 - iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
 - iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (a)(4).
- b) The terms used in this clause have the following meanings:
 - i) The term “Air Act” means the Clean Air Act, as amended [41 USC 1857 et seq., as amended by Public Law 91-604].
 - ii) The term “Water Act” means Federal Water Pollution Control Act, as amended [33 USC 1251 et seq., as amended by Public Law 92-500].
 - iii) The term “Clean Air Standards” means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110(d) of the Clean Air Act [42 USC 1857c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(c)] or Section 111(d), respectively, of the Air Act [42 USC 1857c-6(c)(d)], or an approved implementation procedure under Section 112(d) of the Air Act [42 USC 1857c-7(d)].

Exhibit G (cont.)

- iv) The term “Clean Water Standards” means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act [33 USC 1342] or by local government to ensure compliance with pretreatment regulations, as required by Section 307 of the Water Act [33 USC 1317].
- v) The term “compliance” means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- vi) The term “facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontracts. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Clean Air and Water Certification

The bidder certifies as follows:

- a) Any facility to be utilized in the performance of this proposed contract has , has not been listed on the Environmental Protection Agency List of Violating Facilities.
- b) He will promptly notify the Contracting Officer, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.
- c) He will include substantially this certification, including this paragraph c) in every nonexempt subcontract.

(Date)

Signature of Authorized Representative, Bidder

Exhibit H

Schedule of Applicable Laws

1. Contractor shall comply with the mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

2. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5. Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek. Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

3. Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.

4. Contractor has signed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit D, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)

5. Contractor has signed the Lobbying Certification, Exhibit E, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit F herein, or will complete and submit as required in accordance with its instructions included in Exhibit F.

6. Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), Exhibit G, which is attached herein and is incorporated by reference and made a part of this Contract.

_____ Amendment to
Food and Nutrition Division
Contracting Entity Specific Amendment

The Texas Department of Agriculture (TDA), an administrative agency of the State of Texas, and _____ (Contracting Entity), do hereby agree to amend the Food and Nutrition Division Permanent Agreement (Agreement), _____ Contracting Entity ID, which established or continued the rights and responsibilities of TDA and Contracting Entity pursuant to Contracting Entity's participation in one or more of the United States Department of Agriculture's Child Nutrition Programs. The Agreement is hereby amended as set forth below.

Section 1.

Section II, *Program Designation*, of the Agreement is amended by adding Programs in which add is written in the check box, deleting programs in which delete is written in the check box or no change in which NC is written in the check box for the following Programs:

<input type="checkbox"/>	National School Lunch Program	<input type="checkbox"/>	Child and Adult Care Food Program
<input type="checkbox"/>	Afterschool Care Program	<input type="checkbox"/>	Adult Day Care Centers
<input type="checkbox"/>	Seamless Summer Option	<input type="checkbox"/>	Child Care Centers
<input type="checkbox"/>	Fresh Fruit and Vegetable Program	<input type="checkbox"/>	Day Care Homes
<input type="checkbox"/>	School Breakfast Program	<input type="checkbox"/>	Summer Food Service Program
<input type="checkbox"/>	Special Milk Program		

Section 2.

Except as amended herein, the Agreement shall remain in force and effect until terminated.

Section 3.

This amendment is not effective unless and until it is signed by authorized representatives of TDA and Contracting Entity.

Section 4.

The parties agree that the execution of this amendment does not waive any requirements of the Agreement, or any other independent benefit, right, remedy or other claim whether legal or equitable.

Accepted and agreed:

TEXAS DEPARTMENT
OF AGRICULTURE

(Name of Contracting Entity)

BY: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

BY: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients
 - to receive payments from the state of Texas by direct deposit
 - to change or cancel existing direct deposit information

For Comptroller's Use Only		

For State Agency Use		
<input type="checkbox"/>	Advance Payment Notification	
<input type="checkbox"/>	International Payments Verification	
<input type="checkbox"/>	Interagency Transfer	

Transaction Type

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Change account type (Sections 2, 3, 4 and 5 - Section 6 is optional)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4 and 5 - Section 6 is optional)	<input type="checkbox"/> Cancellation (Sections 2 and 4 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4 and 5 - Section 6 is optional)	

Payee Identification

SECTION 2	Social Security Number (SSN) or Employer Identification Number (EIN) _____		Mail code (If not known, leave blank.) _____		
	Payee name (Business/Individual) _____		Phone number () _____ ext. _____		
	Mailing address _____		City _____	State _____	ZIP code _____

Financial Institution (Completion by financial institution is recommended.)

SECTION 3	Financial institution name _____		City _____	State _____	
	Routing transit number (9 digits) _____		Customer account number (maximum 17 characters) _____		
			Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings		
	Financial representative name (optional) _____		Title (optional) _____		
Financial representative signature (optional) _____		Phone number (optional) () _____ ext. _____		Date (optional) _____	

Authorization for Setup, Changes or Cancellation (required)

SECTION 4	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.		
	I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	sign here Authorized signature _____		Printed name _____

International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO
-------	--

Authorization for Advance Payment Notification Setup (optional)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to send an e-mail notification one business day prior to the payment posting to my account. I understand that notifications may include payment information that is considered confidential and therefore exempt from public disclosure.	
	Contact name (Please print) _____	Contact phone number () _____ ext. _____
	E-mail address _____	

Cancellation by Agency (for state agency use)

SEC 7	Reason _____	Date _____
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Authorized Signature (for state agency use)

SECTION 8	sign here Signature _____		Date _____
	Phone number () _____ ext. _____		Agency number _____
	Agency name _____		
	Comments _____		

Please return your completed form to:
 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
 Fiscal Management - Direct Deposit Program
 P.O. Box 13528
 Austin, TX 78711-3528
 E-mail: claims.pin@cpa.state.tx.us
 FAX: (512) 475-5424 Phone: (512) 936-8138

Instructions for Vendor Direct Deposit / Advance Payment Notification Authorization

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exception in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at (800) 531-5441, ext. 6-6057.

Section 1: Select the appropriate transaction type(s).

Section 2: Provide the Social Security Number or Employer Identification Number (EIN).

Section 3: Completion by financial institution is recommended.

Important: Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.

Note: A prenote test will be sent to your financial institution for the account information entered into the Comptroller's system. The prenote test is a period of 14 calendar days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the 14 calendar day prenote time frame has expired.

Section 4: Must be completed in its entirety, and no alterations to the authorization language will be accepted.

Section 5: **If you receive state payments by direct deposit which are forwarded from a United States financial institution to a financial institution outside the United States, please contact the Texas Comptroller of Public Accounts at (512) 936-8138 and FAX your form to (512) 475-5424 or send to tins.mail@cpa.state.tx.us.**

Section 6: Provide the contact name, phone number and e-mail address to which payment notifications are to be sent. Notifications are sent for direct deposit payments only and sent by e-mail one business day prior to the deposit.

Submit the completed form to the state agency with which you are conducting business. If the agency is unknown, please call (512) 936-8138 to obtain contact information.

For State Agency Use

Section 7: Provide reason for cancellation request.

Section 8: Must be completed if submitting form to the Comptroller's office for international payment verification or interagency transfer processing. Indicate requested action using the "For State Agency Use" box located at the top of the form.

If an international payments verification or interagency transfer is requested by the agency, select the desired action(s) in the box on the upper right corner of the form and submit the form to the Comptroller's office. State agencies should complete the direct deposit setup or change prior to submitting the form to the Comptroller's office.

APPLICATION FOR TEXAS IDENTIFICATION NUMBER

• See instructions on back

For Comptroller's use only	
----------------------------	--

1. Is this a new account? YES Mail Code 000 NO Enter Mail Code _____ Agency number _____
 Complete Sections 1 - 5 Complete Sections 1, 2 & 5

SECTION 1

2. **TEXAS IDENTIFICATION NUMBER (TIN)** - Indicate the type of number you are providing to be used for your TIN

1 - Employer Identification Number (EIN)

2 - Social Security number (SSN) Enter the number indicated _____

3 - Comptroller's assigned number (FOR STATE AGENCY USE ONLY)

3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax?

YES NO If "YES," enter Texas Taxpayer Number _____

SECTION 2

PAYEE INFORMATION (Please type or print)

4. Name of payee (Individual or business to be paid) _____

5. Mailing address where you want to receive payments _____

6. (Optional) _____

7. (Optional) _____

8. (Optional) _____

9. City _____ State _____ ZIP Code _____

10. Payee telephone number (Area code and number) (_____) _____ SIC code _____ Security type code (0, 1, 2) _____ Zone code _____

SECTION 3

11. **OWNERSHIP CODES** - Check only one code by the appropriate ownership type that applies to you or your business.

I - Individual Recipient (not owning a business)

S - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN)

Owner's name _____

SSN _____

P - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN).

Name _____

SSN/EIN _____

Name _____

SSN/EIN _____

N - Other: If checked, explain. _____

L - Texas Limited Partnership: If checked, enter the Texas File Number _____

T - Texas Corporation: If checked, enter the Texas File Number _____

A - Professional Association: If checked, enter the Texas File Number _____

C - Professional Corporation: If checked, enter the Texas File Number _____

O - Out-of-State Corporation

G - Governmental Entity

U - State agency / University

F - Financial Institution

R - Foreign (out of U.S.A.)

SECTION 4


12. Payment Assignment? YES NO *Note: A copy of the assignment agreement between payees must be attached.*

Assignee name _____

Assignee TIN _____ Assignment date _____

SECTION 5

13. Comments _____

14.  Authorized signature (Applicant or authorized agent) _____ Date _____

Agency name _____ Prepared by _____ Phone (Area code and number) _____

15. _____

APPLICATION FOR TEXAS IDENTIFICATION NUMBER



SUSAN COMBS • TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Statewide Fiscal Services
Austin, Texas 78774-0100

WHO MUST SUBMIT THIS APPLICATION -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Texas Identification Number (TIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

NOTE: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

FOR ASSISTANCE -

For assistance in completing this application, please call the State Comptroller's office at (800) 531-5441, ext. 3-3660. The Austin number is (512) 463-3660.

NOTICE TO STATE AGENCIES -

When this form is used to set up additional mail codes, Sections 1, 2 and 5 must be completed. State agencies may refer to the Texas Identification Number System (TINS) Guide at <https://fmx.cpa.state.tx.us/fmx/pubs/tins/tinsguide> for additional information.

GENERAL INSTRUCTIONS -

- Do not use dashes when entering Social Security, Employer Identification or Comptroller's assigned numbers.
- Disclosure of your Social Security number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon 2005) and TEX. GOV'T. CODE ANN. sec. 403.056 (Vernon 2005). Your Social Security number will be used to help the Texas Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255 (1978).

SPECIFIC INSTRUCTIONS -

SECTION 1 - TEXAS IDENTIFICATION NUMBER

EIN: For all ownership codes other than Individual Recipient listed in Section 3, enter a 9-digit Employer Identification Number (EIN) issued by the Internal Revenue Service.

SSN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Social Security number (SSN) issued by the Social Security Administration.

Comptroller Assigned Number: FOR STATE AGENCY USE ONLY. A Comptroller Assigned Number is an ID number that is given to a state agency that needs to pay either a foreign entity or a foreign individual who does not have an EIN or SSN.

Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? If "YES," enter Texas Taxpayer Number.

SECTION 2 - PAYEE INFORMATION

Items 4 through 8 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6.

Item 9 - Enter the city, state and ZIP Code.

Item 10 - Enter payee telephone number.

SIC code, Security type code and Zone code: FOR STATE AGENCY USE ONLY.

SECTION 3 - OWNERSHIP CODES

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's office may be contacted at (512) 463-5555 for information regarding Texas file numbers.

SECTION 4 - PAYMENT ASSIGNMENT

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include a copy of the assignment agreement between the assignee and the assignor.

SECTION 5 - COMMENTS AND IDENTIFICATION

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or phone numbers listed on this form.

Child and Adult Care Food Program
Contracting Entity Management Plan – Day Care Homes

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. Name of Contracting Entity (CE)	2. DUNS Number	3. CE ID	4. Management Plan Version:

SECTION II – CONTRACTING ENTITY APPLICATION – DAY CARE HOMES CERTIFICATIONS

1. List all publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in (attach additional pages as needed):

Name of Publicly Funded Program	Contact Person	Telephone Number

2. Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded programs for violating program requirements? Yes No

If "Yes", answer question #3.

3. Were the violations corrected and eligibility restored, including payments of debts owed? Yes No

If "Yes", submit documentation of reinstatement, including proof of payment of debts, if applicable.

If "No", attach a detailed explanation.

4. Has the contracting entity or any of the contracting entity's principals been convicted of any activity that occurred within the past seven years that indicated a lack of business integrity? Yes No

If "Yes", attach a detailed explanation.

SECTION III. FINANCIAL VIABILITY AND MANAGEMENT

A contracting entity must have adequate financial resources to operate the program on a daily basis and have adequate sources of funds to withstand temporary interruptions in program payments and/or fiscal claims against the organization.

Attach a comprehensive financial statement, including all expenditures and sources of income to the organization as a whole for the past three years. If your organization has fewer than three years of financial history, you must submit a performance bond.

SECTION IV. ADMINISTRATIVE CAPABILITY

Contracting entities must have an adequate number and type of staff with appropriate qualifications.

1. Contracting entities operating the CACFP must have qualified staff to ensure effective Program operation. Complete the chart below to describe, in detail, the qualifications you require for the person(s) that perform each listed function.

Administration — Staff Function	Qualifications
Direct and manage the CACFP	
Train staff	
Tiering determinations	
Financial management	
Reimburse Providers	
Review meal counts, menus and attendance	
Purchasing (procurement)	
Recruitment of Providers	
Monitor Providers	
Maintain records	
Enforce civil rights compliance	
Prepare and submit claims	

2. Attach the sponsoring organization's policies and procedures that assign CACFP and Civil Rights responsibilities.
3. You must demonstrate that you have an adequate number of staff to conduct required monitoring. If you sponsor 50 or more providers, complete and attach the *Monitoring Staff Information – Day Care Homes* form.
4. Attach the sponsoring organization's Outside Employment Policy.

SECTION V. PROGRAM ACCOUNTABILITY

The contracting entity must have internal controls and other management systems to ensure fiscal accountability and program compliance with federal and state regulations.

1. The contracting entity must have a financial system with management controls specified in writing. Attach the organization's written procedures that assure:
 - a. fiscal integrity and accountability for all program funds and property received, held and disbursed;
 - b. disbursement of advances and/or reimbursements to sponsored providers will occur within five days of receipt of funds from TDA;
 - c. integrity and accountability of all authorized program expenses incurred;
 - d. claims will be processed accurately and in a timely manner;
 - e. funds and property are properly safeguarded and used; and
 - f. safeguards and controls are in place to prevent and detect improper financial activities by employees.
2. The contracting entity must have sound management practices that will result in the operation of the program in accordance with the meal service, record keeping and other operational requirements. Attach the organization's written procedures that assure:
 - a. meals provided meet the required meal pattern;
 - b. civil rights requirements are met;
 - c. complete and accurate records for enrollment, attendance, tier, meal preparation, meal counts and claims are kept; and
 - d. claims are submitted only for eligible meals.
3. Contracting entities must attach training policies that include training for:
 - a. new sponsoring organization staff who perform key activities before assuming CACFP duties;
 - b. current sponsoring organization staff who perform key activities annually;
 - c. monitors who conduct provider monitor reviews;
 - d. new providers before program participation; and
 - e. current providers annually.
4. Attach provider monitor review procedures. If averaging, include the criteria used to determine which providers will receive two, three or four visits.
5. Attach a plan detailing what method(s) you will use to verify a provider's income/categorical eligibility before classifying him/her as Tier I based on family size and income/categorical eligibility.
6. Submit a written recruitment plan detailing how you will recruit new providers, including your method of contact, how you will ensure you will not recruit providers who are currently participating with another sponsor, how you will budget your recruitment costs and ensure you do not use CACFP funds to recruit providers already participating in the Program. If you are not planning to recruit new providers, submit a written statement to that effect in lieu of a recruitment plan.
7. All contracting entities must ensure that each provider's license, registration or documentation to care for children remains valid before paying each monthly claim for reimbursement. List the steps you will take to ensure this requirement (attach additional pages as needed):

SECTION VI. FREE AND REDUCED-PRICE POLICY STATEMENT

All contracting entities shall agree to the following policy statement:

The representative(s) of the contracting entity applying for participation in the CACFP agree to accept the responsibility of and assure that the contracting entity:

- a. will not identify children in day care homes in which meals are reimbursed at both the Tier I and Tier II reimbursement rates and will not make any free and reduced price eligibility information concerning individual households available to day care homes, unless consent has been given to allow the provider to collect the CACFP Meal Benefit Income Eligibility Form; and
- b. will serve the same meals or snacks to all CACFP participants at no separate charge, regardless of race, color, national origin, sex, age, or disability and that there will be no discrimination in the course of the food service.

By agreeing to this statement the contracting entity assures the Texas Department of Agriculture (TDA) it will uniformly implement the policy statement in all CACFP day care homes under its jurisdiction. This policy statement is permanent and remains in effect until it is modified by TDA.

In accordance with Federal law and the U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

SECTION VII. CERTIFICATION AND SIGNATURE

I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Signature - Authorized Representative

Date

Title - Authorized Representative

Printed Name - Authorized Representative

This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture (TDA) obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact your Food and Nutrition Community Operations office.

For TDA Use Only

Effective Date: _____

Signature —TDA Representative

Date

Title of the TDA Representative

**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
CONTRACTING ENTITY MANAGEMENT PLAN – DAY CARE HOMES**

Contracting entities (CEs) complete and submit this form as part of the application process. This form is also completed and submitted when requesting revisions.

SECTION I – CONTRACTING ENTITY (CE) INFORMATION

1. **Name of Contracting Entity (CE)** - Enter the legal name of the contracting entity.
 2. **DUNS Number** – Enter the 9-digit DUNS number issued by Dun & Bradstreet. To obtain a DUNS number, free or charge, contact Dun & Bradstreet at 1-866-705-5711 or <http://fedgov.dnb.com/webform> and indicate that you are a Federal grant applicant/prospective applicant. You must have a DUNS number to participate in the CACFP.
 3. **CE ID** – Enter your five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
 4. **Management Plan Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
-

SECTION II – CONTRACTING ENTITY APPLICATION – DAY CARE HOMES CERTIFICATIONS

Reference the CERTIFICATION section on the Contracting Entity Application – Day Care Homes.

1. **Publicly Funded Programs...**– List all publicly funded programs in which the contracting entity and its principals have participated in the past seven years and currently participate in.
 2. **Within the past seven years, has the contracting entity or any principals been declared ineligible to participate in any other publicly funded program for violating program requirements?** - Indicate Yes or No. If yes, answer question #3.
 3. **Were the violations corrected and eligibility restored, including payments of debts owed?** - Indicate Yes or No. If yes, submit documentation of reinstatement, including proof of payment of debts, if applicable. If no, attach a detailed explanation.
 4. **Has the contracting entity or any of the contracting entity’s principals been convicted of any activity that occurred within the past seven years that indicated a lack of business integrity?** - Indicate Yes or No. If yes, attach a detailed explanation.
-

SECTION III. FINANCIAL VIABILITY AND MANAGEMENT

Attach a comprehensive financial statement, including all expenditures and sources of income to the organization as a whole for the past three years. If your organization has fewer than three years or financial history, you must submit a performance bond.

SECTION IV – ADMINISTRATIVE CAPABILITY

Contracting entities must provide a detailed accounting of the staff resources they will devote to CACFP responsibilities, and must also have written personnel policies and procedures in place.

1. **Contracting entities operating the CACFP must have qualified staff...** – Complete the chart by describing the qualifications you require for the person(s) who perform required CACFP functions. The qualifications should be sufficient in detail that they explain what educational background, work experience and training you require. Contracting entities must have sufficient staff to properly carry out each key function listed on the chart.
 2. **CACFP and Civil Rights Responsibilities** – Provide written policies and procedures that assign CACFP responsibilities and duties, including who the responsibilities are assigned to, and ensure compliance with Civil Rights responsibilities.
 3. **Staff to Conduct Required Monitoring** – You must demonstrate that you have an adequate number of staff to conduct required monitoring. If you sponsor 50 or more day care homes, complete the *Monitoring Staff Information – Day Care Homes* form to verify that you have the required number of staff in terms of Full-Time Equivalents (FTEs) for the number of sponsored day care homes. If you don't currently sponsor 50 or more day care homes, but your sponsorship grows to 50 or more in the future you must submit this form.
 4. **Outside Employment Policy** – Attach the sponsoring organization's Outside Employment Policy. The policy must restrict other employment by employees that interferes with the employee's performance of CACFP related duties and responsibilities, including outside employment that constitutes a real or apparent conflict of interest.
-

SECTION V – PROGRAM ACCOUNTABILITY

To participate in the program, a contracting entity must demonstrate its ability to track and monitor actions in two areas:

- Accountability for program funds, which is an example of financial integrity; and
- Accountability for the meal service, which is an example of program and nutritional integrity.

Accountability means ensuring that program funds are being spent for the purpose of providing meals that meet program requirements. It also refers to the contracting entity's ability to ensure the quality of meal service, and its compliance with Program requirements. In order to meet the Program's standard for program accountability, a contracting entity must meet the following requirements.

- A contracting entity must have an independent board of directors. The board of directors is responsible for hiring and firing the executive director and overseeing all of the site's activities, including its operation of the CACFP.
 - A contracting entity must implement a financial management system that establishes controls for handling the contracting entity's funds. There must be a process in place that tracks revenue and expenses, and ensures that program funds are used for program purposes. The internal controls (policies or procedures) must direct and track the organization's efforts to discourage employees from committing offenses that indicate a lack of business integrity. Therefore, contracting entities need 1) "checks and balances" that minimize the chance of fraud or abuse; and 2) procedures to direct and track employees' actions that establish a paper trail to document that employees have followed the contracting entity's policies and procedures.
 - A contracting entity must execute sound management practices to ensure other program requirements are met. The most important of these are 1) a system for monitoring menus and the meal service to ensure that the CACFP meal pattern is being met; and 2) procedures for determining Tier I and Tier II eligibility, counting meals, and submitting timely and accurate claims for reimbursement.
1. **The contracting entity must have a...**– Attach a description of the contracting entity's financial management system.
 2. **The contracting entity must have sound...**– Attach a description of the management practices that will be implemented to ensure program requirements are met.
 3. **Contracting entities must attach training...**– Attach the contracting entity's training policies.

4. **Contracting entities must attach monitor...**– Attach the contracting entity’s day care home monitor review procedures. If averaging, include the criteria used to determine which day care homes will receive two, three or four visits.
 5. **Attach a plan detailing the method(s)...**– Attach the contracting entity’s plan detailing what method(s) will be used to verify a provider’s income/categorical eligibility before classifying her as Tier I based on family size and income/categorical eligibility.
 6. **Recruitment Plan** – Attach the contracting entity’s recruitment plan.
 7. **All contracting entities must ensure that each provider’s...**- List the steps you take to ensure each provider’s license, registration or documentation to care for children remains valid before paying each monthly claim for reimbursement.
-

SECTION VI – FREE AND REDUCED-PRICE POLICY STATEMENT

All contracting entities must agree to the free and reduced-price meal policy.

SECTION VII – CERTIFICATION AND SIGNATURE

Read the Certification Statement. An authorized representative of the contracting entity signs, dates and prints their name and title.

SUBMITTAL

All CEs – Submit this form, and attachments, to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

Child and Adult Care Food Program
Monitoring Staff Information – Day Care Homes

Name of Contracting Entity	CE ID	Version
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Part I — Monitor Staff Resources

A. Employee Name	B. Position	Annual Monitoring Hours						I. FTE (Total Monitor Hours ÷ 2080)		
		C. Monitor Form	D. On-Site Training	E. On-Site TA	F. Menu Review	G. Household Contacts	H. Other Monitor Functions	Total Annual Monitor Hours	÷ 2080 =	FTE
Total FTEs Available										

**Part II — Monitoring Hours Needed
(Adjusted for Distance and Size)**

Distance In Miles	Enter the Number of Day Care Homes	Multiply by this Factor	Adjusted Hours
0 – 24		X 0	= 0
25 – 50		X 6	=
51 – 100		X 9	=
101 – 150		X 12	=
151 – 200		X 18	=
> 200		X 24	=
Total Day Care Homes		X 13.5 (Base Factor)	=
Total Hours Adjusted for Distance			=
FTEs Required A. Total Hours			
			÷ 2080 =

Part III — Meeting Requirements

Total FTEs Available (From Part I): _____	Total FTEs Required (From Part II): _____
--	--

Signature – Contracting Entity Representative

Date

TDA Use Only

_____ Signature — TDA Representative	_____ Date	_____ Title of TDA Representative
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**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
MONITORING STAFF INFORMATION – DAY CARE HOMES**

Contracting entities (CEs) that sponsor 50 or more day care homes must demonstrate that they have adequate staff resources (Full Time Equivalent (FTEs)) to complete required monitoring activities. This form provides a method to calculate the time spent by employees performing monitoring visit activities and the FTEs needed. CEs complete and submit this paper form as part of the application process and when requesting revisions.

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
 2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
 3. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
-

PART I – MONITOR STAFF RESOURCES

Complete this section to document the staff committed to performing monitoring-related activities and to identify those activities and the amount of time allocated to complete them.

- A. **Employee Name** – Enter the name of the employee who performs monitoring tasks.
- B. **Position** – Enter the title or descriptive term that identifies the primary type of work performed by the employee.

Annual Monitoring Hours

- C. **Monitor Form** – Enter the total number of hours accumulated annually for each employee listed who completes the required data on a monitoring form. These hours include all activities related to conducting on-site reviews, including planning and scheduling; pre-review preparation; travel; supervisory oversight of monitors and the monitoring function; time spent in the site during the review; writing review reports; and conducting follow-up reviews.
 - D. **On-Site Training** – Enter the total number of hours accumulated annually for each employee listed who conducts on-site training. This includes all on-site training that occurs during a site monitoring review and all training of sponsor staff that is directly related to the monitoring function.
 - E. **On-Site TA** – Enter the total number of hours accumulated annually for each employee listed who provides technical assistance during a monitor review.
 - F. **Menu Review** – Enter the total number of hours accumulated annually for each employee who reviews and validates menus. This only includes time spent reviewing these in the sponsor’s office a part of the monthly claim validation and preparation.
 - G. **Household Contacts** – Enter the total number of hours accumulated annually for each employee listed who conducts household contacts to determine the validity of a claim.
 - H. **Other Monitor Functions** – Enter the total hours accumulated annually for each employee listed who performs any other task directly related to the monitoring review function, such as time spent on updating enrollment forms.
 - I. **FTE** – Enter the number of hours entered in Columns C through H for each employee listed in Column A. Enter this total in the space provided in Column I for each employee and divide by 2080 (number of hours one full-time employee works in a year – 40 hours x 52 weeks = 2080 hours). This calculation yields the FTE that this employee contributes to meeting the total number of FTEs required. Lastly, total the sum of each employee’s FTE results in Column I to give the total FTEs available or dedicated to performing monitoring-related tasks.
-

PART II – MONITORING HOURS NEEDED

Adjustments for Distance and Size

The distance that a monitor has to travel to conduct a review has a measurable impact on the time allocated to conduct a monitoring review. The distance factor affects the number of FTEs necessary to accomplish the required annual monitoring reviews.

To determine the additional FTEs required based upon the distance factor, sponsoring organizations must complete the chart in this section:

- Step 1. **Enter the Number of Day Care Homes:** – Enter the number of day care homes on the line that corresponds to the distance in miles of the day care home from the monitor’s headquarters or location.
 - Step 2. **Multiply by this Factor:** – Multiply the number of day care homes times the factor for that distance increment and enter that total in the corresponding space in the Adjusted Hours column.
 - Step 3. **Total Day Care Homes:** – Add all of the entries in the Enter the Number of Day Care Homes column and enter the sum in the Total Day Care Homes column.
 - Step 4. **Base Factor:** – Multiply the total number of day care homes by 13.5 and enter the total in the Adjusted Hours column. The figure 13.5 represents the base or average amount of time in hours needed to conduct the three required basic monitoring reviews per day care home per review.
 - Step 5. **FTEs Required – A. Total Hours** – To determine the number of additional FTEs necessary to accomplish the required annual monitoring reviews after applying the distance and base factors, perform the following calculations:
 - Total all of the lines in the Adjusted Hours column and enter that total in FTEs Required – A. Total Hours.
 - Divide the total hours as calculated above by 2080.
 - Enter the result.
-

PART III – MEETING REQUIREMENTS

You must demonstrate that you have an adequate number of FTEs to accomplish the annual monitoring requirements for your day care homes.

Total FTEs Available (From Part I) – Enter the total from Column I of Part I in the space provided.

Total FTEs Required (From Part II) – Enter the total from Adjusted Hours column from Part II.

Note: If the number of required FTEs from Part II is greater than the number of available FTEs from Part I, you do not have an adequate number of staff representing the FTEs necessary to successfully accomplish the annual monitoring requirements for your day care homes. Your application/revision cannot be approved until you employ an adequate number of staff dedicated to accomplishing the annual monitoring requirements.

SIGNATURE AND DATE

Signature and Date – An authorized representative of the contracting entity must sign and date the form.

TDA Use Only – A TDA representative will sign, date and enter their title upon approval of the form.

SUBMITTAL

All CEs – Submit to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

1 STATE OF TEXAS § BOND NO. _____

2 §

3 COUNTY OF §

4 KNOW ALL BY THESE PRESENTS:

5 RE: Name of legal entity: _____

6 Street address: _____

7 City and State: _____

8 Date of Incorporation: _____

9 That we, _____ As Principal

10 (hereinafter called "Principal) and _____, as

11 Surety (hereinafter called "Surety") are held firmly bound unto the Texas Department

12 of Agriculture, as Obligee (hereinafter called "Obligee") in the sum of

13 _____ Dollars (\$ _____) for the payment whereof,

14 well and truly to be made, we do here bind ourselves, our heirs,

15 executors, administrators, successors, and assigns, jointly and severally, firmly by these

16 presents.

17 Signed, sealed, and dated the _____ day of _____, 20____.

18 Whereas, the Texas Department of Agriculture has agreed to pay

19 monies to the Principal, DBA _____, under

20 TAC Title 4, Part 1, Chapter 25 covering the _____.

21 NOW, THEREFORE, the conditions of the obligation are such, that if (a) the
22 Obligee has completed the audit of the Principal and the said Principal faithfully satisfies

23 all net audit exceptions which may have been taken by the Texas Department of
24 Agriculture for any audit period covered by the period duration of this bond,

25 (b) the Obligee has attempted an audit of the Principal as discussed in (a) above and the
26 said Principal's records were unavailable or unauditible and said Principal faithfully

27 satisfies all exceptions determined to be owing as a result of Principal's failure to keep
28 records substantiating its performance, or (c) the Obligee completes any other research,

29 including but not limited to investigations, administrative reviews, or management
30 evaluations, into the contractual performance of the Principal and said Principal shall

31 satisfy all monetary exceptions for the contract period covered by the period of duration
32 of this bond, this obligation shall be null and void, otherwise to remain in full force and

33 effect.

34 If the conditions of this obligation remain in full force and effect, the Surety is obligated
35 to pay any net obligations shown to be owed to the Obligee within thirty days of

36 receiving a demand letter from the Obligee.

1 Bond No. _____

2 _____

3 _____

4 Page 2

5 Liability under this bond shall terminate as of the _____ day of
6 _____, 20____, as to any acts subsequent thereto, unless said bond is
7 continued in force from year to year by the issuance of a Continuation Certificate signed
8 by the Surety.

9 Provided, this bond may be canceled as a future liability by the Surety upon sixty (60)
10 days written notice to the Principal and the Obligee; however such cancellation shall
11 not discharge the Surety's liability accrued during the term of this bond or which shall
12 accrue in said sixty (60) day period.

13 _____
14 Legal Name of Principal

15 _____
16 Signature

17 _____
18 Printed Name of Person Signing

19 _____
20 Title of Person Signing

21 _____
22 Name of Surety

23 _____
24 By: Signature of Attorney in fact

25 _____
26 Printed Name of Person Signing

27 Name and address of Surety's local representative:

28 _____

29 _____

30 _____

31 _____

PERFORMANCE BOND

Instructions

PURPOSE

To provide security for public funds paid to Child and Adult Care Food Program (CACFP) sponsors.

PROCEDURES

When To Prepare

Complete the Performance Bond to apply or reapply for participation in the CACFP until relief is granted from the bonding requirement.

Number of Copies

Complete an original and one copy.

Transmittal

Send the original and the copy together with two copies of the signed agreement and other forms included in the packet to TDA.

How To Obtain Copies

A copy of this performance bond is available in Section 11000 of the CACFP Handbook.

Form Retention

Keep the Performance Bond for three years from the end of the program year.

EXCEPTION: If audit findings, claims, or litigation has not been resolved by the end of the retention period, all forms and records must be retained until all issues are resolved.

DETAILED INSTRUCTIONS

PAGE 1

Line 1 - Bond No. — The surety company issuing the bond will enter the number of the bond.

Line 5 - Name of Legal Entity — Enter the full legal name of the applicant organization that will assume full administrative and financial responsibility for the agreement with the Texas Department of Agriculture (TDA). The organization's legal name is the name that appears on the organization's notification of tax-exempt status from the Internal Revenue Service.

Line 6 - Street Address — Enter the street address of the applicant organization.

Line 7 - City and State — Enter the city, state, and ZIP code of the applicant organization.

Line 8 - Date of Incorporation — Enter the date applicant organization was incorporated as it appears on the organization's Articles of Incorporation.

Line 9 - Principal — Enter the full legal name of the applicant organization.

Line 10 - Surety — Enter the full legal name of the surety company as it appears in the most current version of U.S. Department of the Treasury Circular 570.

Line 13 - Sum — Enter the full value of the bond in words and in numbers.

Line 17 - Signed, Sealed, and Dated — Enter the date on which the bond was executed.

Line 19 - DBA — Enter the name the applicant organization does business under. If the name is the same as the name entered on Line 5 on Page 1, enter that name.

Line 20 - Program — Enter the name of the Program (Child and Adult Care Food Program) for which the applicant is obtaining the bond.

PAGE 2

Line 1 - Bond No. — The surety company issuing the bond will enter the number of the bond.

Line 2 — Enter the full legal name of the applicant organization.

Line 3 — Enter the applicant organization's Payee Identification Number.

Line 5-6 - Date of Termination — The surety company will enter the date the bond is scheduled to terminate unless the surety company signs and issues a Continuation Certificate. The termination date on the bond or on a Continuation Certificate must be September 30 of the contract period for which application is being made.

Line 13 - Legal Name of Principal — Enter the full legal name of the applicant organization.

Line 15 - Signature — The person designated to act on behalf of the applicant organization to execute this bond must sign the document.

Line 17 - Printed Name of Person Signing — Type or print the name of the person signing on behalf of the applicant organization.

Line 19 - Title of Person Signing — Enter the title of the person signing on behalf of the applicant organization.

Line 21 - Name of Surety — Enter the full legal name of the surety company as it appears in the most recent publication of U.S. Department of the Treasury Circular 570.

Line 23 - By: Signature of Attorney in Fact — The attorney in fact is the representative of the surety and must sign the document.

Line 25 - Printed Name of Person Signing — Type or print the name of the person signing on behalf of the surety.

Line 27-31 - Name and Address of Surety's Local Representative — Enter the full physical and mailing address of the surety's representative nearest to the applicant organization.

TEXAS DEPARTMENT OF AGRICULTURE

TODD STAPLES
COMMISSIONER



To Whom It May Concern:

The Texas Department of Agriculture (TDA), Food and Nutrition Division (FND) requires all new nongovernmental organizations applying to participate in the Child and Adult Care Food Program (CACFP) as a sponsor to obtain the attached bond if they have less than three years of financial and administrative experience. The bond must be obtained from a company listed in the most current publication of Treasury Circular 570.

If you have questions about FND, CACFP or the bond requirements for CACFP, please contact TDA at (877) 839-6325.

Sincerely,

Original Signature on File

Angela Olige
Assistant Commissioner
Food and Nutrition Division

AO/MH/al



To ensure compliance with the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 (Section 504), the applicant must complete and return this questionnaire. Department staff cannot take action on the application until this questionnaire is returned.

Name of Applying Organization	CE ID
-------------------------------	-------

Answer the following questions. Give as much information as possible. **Attach additional sheets, if needed;** please identify each attachment with the name of the applying organization and question.

A. Civil Rights Act of 1964

1. Submit copies of public release statement and any other materials used to publicize the program's availability and non-discrimination requirements.
2. a. Estimate by racial and ethnic identities the number of recipients that will participate in the program at each site. If the program consists of several camp sessions, specify the projected number of children by site and date of session:

Site (Name of school, camp, park site, church, hospital, nursing home, recreational center, child care center, etc.)	Ethnicity		Race				
	Hispanic or Latino	Not Hispanic or Latino	American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White

- b. Describe how this projection was made (i.e.: based on comparative enrollment in sites, observation of recipients, recipient's surnames, etc.):

3. Does the applying organization have specific membership requirements? Yes No

If "Yes," describe those requirements:

4. What efforts will be made by applying organization to contact minority and grass roots organizations about the opportunity to participate in the program?

5. What other steps will be taken by the applying organization to ensure that minorities have an equal opportunity to participate in the program?

6. Is the applying organization currently receiving financial assistance from agencies other than the United States Department of Agriculture? Yes No

If "Yes," give details:

7. Has any federal agency notified the applying organization of noncompliance with the Civil Rights Act of 1964? Yes No

If "Yes," give details including dates, names, and results:

B. Rehabilitation Act of 1973 (Section 504)

1. Are there any policies, practices, or architectural barriers that limit or deny persons with disabilities participation or employment in the program? Yes No

If "Yes," explain:

2. Are there any policies or practices that result in different treatment of participants, applicants, or employees with disabilities? Yes No

If "Yes," explain:

3. If the applying organization employs 15 or more people, has the agency designated a coordinator to carry out Sect. 504 requirements? Yes No NA

If "Yes," give the name of the coordinator and title:

Name of Coordinator	Title
---------------------	-------

4. If the applying organization employs 15 or more people, has the agency established grievance procedures that incorporate appropriate due process standards? Yes No NA

If "NA" or "No," continue with Item 5 at the top of the next page.

- If "Yes," do these procedures provide for the prompt and equitable resolution of complaints that allege an action prohibited by Section 504 of the Rehabilitation Act of 1973? Yes No

- If "Yes," has the applying organization informed the public of the right to file a complaint and of the filing procedure?..... Yes No

If "Yes," briefly describe how:

5. Has the applying organization taken steps to notify employees, participants, and applicants that the agency does not discriminate against persons with disabilities? Yes No

If "Yes," do the people notified include those with impaired vision or hearing and members of unions or professional organizations holding collective bargaining or professional agreements? ... Yes No

If "Yes," describe how notification is made:

6. Do all of the applying organization's forms, publications, and recruitment materials, which inform the public of program benefits and employment opportunities contain the assurance that the agency does not discriminate against persons with disabilities? Yes No

If "No," indicate steps being taken to comply with this requirement:

7. Does the applying organization have a procedure to ensure that the remedial or corrective action has been or will be taken if noncompliance has occurred? Yes No

If "Yes," explain:

Title

Signature – Authorized Official of Applying Organization

Date

**INSTRUCTIONS FOR
FOOD & NUTRITION
PRE-AWARD CIVIL RIGHTS COMPLIANCE REVIEW**

This form is used to provide Civil Rights information required by the Texas Department of Agriculture (TDA) to determine if an organization is eligible for participation. This form is only completed at initial application. **Exception:** Jails applying for participation are not required to complete this form.

DETAILED INSTRUCTIONS

Name of Applying Organization - Enter the legal name of the applying organization.

CE ID – Enter your five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.

A. CIVIL RIGHTS ACT OF 1964

Provide the information as requested in Items 1 through 7.

B. REHABILITATION ACT OF 1973 (SECTION 504)

Provide the information as requested in Items 1 through 7.

SIGNATURE

An authorized representative of the applying organization signs, dates and prints their title.

SUBMITTAL

All New Applicants – Submit to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

GOVERNING BODY AWARENESS

In accordance with Child and Adult Care Food Program (CACFP) policy, we are submitting the following documentation that confirms our organization's governing body is aware of the organization's responsibilities and liabilities associated with participation in the CACFP.

Governing Body Meeting Minutes

Attached is a copy of the organization's meeting minutes signed by the Secretary of the Board. The minutes include (1) Date of the meeting, (2) Items discussed, including the decision to participate in the CACFP, (3) Names of all Board Members present at the meeting, and (4) Names of all Board Members who voted on the action items.

Written declarations from each Governing Body Board Member

Attached are written declarations from Board Members acknowledging that they are aware of the organization's responsibilities and liabilities associated with participation in the CACFP.

Governing Body Meeting Minutes and Written declaration(s) from Governing Body Board Member(s)

Attached are both the copy of the organization's meeting minutes signed by the Secretary of the Board. The minutes include (1) Date of the meeting, (2) Items discussed, including the decision to participate in the CACFP, (3) Names of all Board Members present at the meeting, and (4) Names of all Board Members who voted on the action items, and written declaration(s) from Board Members not present at the meeting for which the notes are attached, acknowledging that they are aware of the organization's responsibilities and liabilities associated with participation in the CACFP.

Organization: _____

Authorized Representative: _____

Signature: _____ **Date:** _____

GOVERNING BODY MEMBER

Name of Organization: _____

Full Legal Name of Board Member: _____

Home Mailing Address: _____

Home Street Address: _____
(If different from mailing address) _____

Telephone Number: _____

Date of Birth: _____

Relationship with any other member or employee of the organization; and compensation, if any, that you receive for services provided to the organization:

Written Declaration:

As a member of the governing body of this organization, I am aware of the organization's responsibilities and liabilities associated with participation in the CACFP.

Signature of Board Member: _____

Date of Signature: _____



Texas Department of Agriculture
Certificate of Authority for External Users

FND-101

TODD STAPLES, COMMISSIONER

SECTION A	¹ TYPE OF REQUEST		
	<input type="checkbox"/> Add User (Complete Sections B & E)	<input type="checkbox"/> Remove User (Complete Sections C & E)	<input type="checkbox"/> Change User's Representative Type (Complete Sections D & E)
SECTION A	² CONTRACTING ENTITY (CE) INFORMATION		
	CE Name		CE ID (or Region for ESC)

SECTION B	¹ REPRESENTATIVE TYPE		
	School Nutrition Programs (SNP) <input type="checkbox"/> SNP CE Administration <input type="checkbox"/> SNP CE Support <input type="checkbox"/> Food Service Management Company Representative <input type="checkbox"/> Education Service Center (ESC) Representative	Child and Adult Care Food Program (CACFP) <input type="checkbox"/> CACFP Center CE Administration <input type="checkbox"/> CACFP Center CE Support <input type="checkbox"/> CACFP Day Care Home (DCH) CE Administration <input type="checkbox"/> CACFP DCH CE Support <input type="checkbox"/> CACFP Read Only	
	² NEW USER INFORMATION		
	First Name	M. I.	Last Name
	Title		
SECTION B	³ USER CONTACT INFORMATION		
	Business E-mail (Logon information will be emailed to this address.)	Business Phone () -	Extension
	Signature of New User		Date (mm/dd/yy)

SEC. C	¹ USER TO BE REMOVED		
	First Name	M. I.	Last Name

SECTION D	¹ CHANGE REPRESENTATIVE TYPE		
	First Name	M. I.	Last Name
	Current Representative Type		New Representative Type

This document becomes public record and is subject to disclosure. With few exceptions, you have the right to request and be informed about the information that the State of Texas collects about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. (Reference: Government Code, Sections 552.021, 552.023, and 559.004.)

SECTION E	¹ APPROVAL SIGNATURE	
	<p>The representative designated above, and myself, acknowledge that each is individually authorized on behalf of the contracting organization to make written agreements with the Texas Department of Agriculture (TDA) to operate a food program, to sign documents or reports about the agreement and to present claims for reimbursement, when appropriate, to the agency.</p> <p>By signing this document, we certify individually and collectively that to the best of our knowledge and belief, all documents submitted physically or electronically on behalf of the above named contracting organization pursuant to our participation in any and all programs administered by Food and Nutrition Division, TDA, are/will be true and correct in all respects, that they are/will be available to support any and all claims and that we will not submit claims (excluding amended/adjusted claims) for goods or services for which we have already received payment. We recognize that we are fully responsible for any excess amounts which may result from errors made in relation to the completion and submission of claims. We are also aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.</p>	
	Name of Contracting Entity Official (example: Superintendent, President of Board, President or Director of Organization) (Print)	
	Signature of Contracting Entity Official	Date (mm/dd/yy)

SECTION F	¹ TDA INTERNAL USE ONLY		
	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Program Eligibility Specialist, Food and Nutrition Division signature Logon ID Created	Date (mm/dd/yy) Date
		Logon ID Deleted	Date

Please mail or fax this form to:
 Texas Department of Agriculture, Food and Nutrition Division,
 P.O. Box 12847
 Austin, TX 78711
 Fax No.: 888-203-6593

**INSTRUCTIONS FOR
CERTIFICATE OF AUTHORITY FOR EXTERNAL USERS
FORM FND-101**

SECTION A

1. TYPE OF REQUEST

- Check the appropriate box to add and/or remove a user, or change an existing user's representative type.

2. CONTRACTING ENTITY (CE) INFORMATION

- CE Name - Enter the name of the organization.
 - CE ID (or Region for ESC) - Enter the five-digit CE ID, or if the form is for an ESC user enter the ESC region number.
-

SECTION B

1. REPRESENTATIVE TYPE

Check the appropriate box to designate the user's representative type. A CE user can be multiple user representative types based on functionality needs.

SNP:

- SNP CE Administrator - User who has edit-access to application-related screens, including renewal, food safety inspections, verification and capital expenditures. This user can also access the direct certification lists.
- SNP CE Support - User who has edit access to claim screens.
- SNP Food Service Management Company Representative - Food service management company employee who is designated by the district to access TX-UNPS. All screens are read-only except food safety inspections.
- Education Service Center (ESC) Representative - An employee of a regional ESC office who can assist CEs with functions in TX-UNPS.

CACFP:

- CACFP Centers CE Administrator - User who has edit-access to application-related screens, including advance requests. This person is an Authorized Representative and can act on behalf of the contracting entity.
- CACFP Centers CE Support - User who has edit access to claim screens only. This is someone like the Claim Preparer identified on your Contracting Entity Application.
- CACFP DCH CE Administrator - User who has edit-access to application-related screens, including advance requests. This person is an Authorized Representative and can act on behalf of the contracting entity.
- CACFP DCH CE Support - User who has edit access to claim screens only. This is someone like the Claim Preparer identified on your Contracting Entity Application.
- CACFP Read Only – User who had read-only access to application-related and claim screens for Centers and/or Homes, as applicable.

2. NEW USER INFORMATION

- Name - Enter the new user's full name, including Prefix, First Name, Middle Initial, Last Name and Suffix (if necessary).
- Title - Enter the user's title.

3. USER CONTACT INFORMATION

- Business Email - Enter the user's business email address.
- Business Phone - Enter the user's business phone number in the format (999) 999-9999. Enter an extension if necessary.

- Signature of New User - The new user needs to sign in this field.
 - Date - Enter the date that the new user signs the form in the format mm/dd/yy.
-

SECTION C

1. USER TO BE REMOVED

- Name - Enter the full name for the user that needs to be removed, including First Name, Middle Initial and Last Name.
-

SECTION D

1. CHANGE REPRESENTATIVE TYPE

- Name - Enter the full name for the user that requires a change in representative type, including First Name, Middle Initial and Last Name.
 - Current Representative Type - Enter the user's current representative type.
 - New Representative Type - Enter the user's new representative type.
-

SECTION E

1. APPROVAL SIGNATURE

- Name of Contracting Entity Official (Print) - Enter the name of the CE's official (ex. Superintendent, President of Board or Director of Organization).
 - Signature of Contracting Entity Official - The CE's official needs to sign in this field to approve the change.
 - Date - Enter the date the approver signs the form in the format mm/dd/yy.
-

SECTION F

1. TDA INTERNAL USE ONLY

See the Provider Application – Day Care Homes Instructions for information on the completion, submittal and maintenance of this form.

CONTRACTING ENTITY (CE) AND PROVIDER INFORMATION

1. Name of Contracting Entity		2. CE ID	3. Version
4. Provider Name		5. Provider ID	

EFFECTIVE DATE

1. Requested Application Effective Date:

LICENSE INFORMATION

2. Provider is: (check only one box)

Licensed
 Registered
 Military
 Tribal

3. License/Registration Number: 4. Capacity:

5. License Effective Date:

6. License Expiration Date:

PROVIDER INFORMATION

7. Provider: Salutation Provider: First Name Provider: Last Name

8. Date of Birth: 9. Email Address:

10. Phone (include area code) Extension Fax (include area code)

11. Alternate Provider ID:

DAY CARE HOME LOCATION (Must be physical address; no P.O. Box)

12. Address 1 13. Address 2 14. City 15. State Zip+4 16. County

+

MAILING ADDRESS

Mailing Address - Same as the Street Address? Yes No (If no, enter mailing address)

17. Mailing Address (Street or P.O. Box) – Address 1 18. Address 2 19. City 20. State Zip+4

+

ALTERNATE CONTACT INFORMATION (optional)

21. Salutation First Name: Last Name:

22. Email Address: 23. Phone (include area code) Extension Fax (include area code)

24. Alternate Contact Information – Address 1 25. Address 2 26. City A24. State Zip+4

+

TIERING

28. Provider Tier Level: (check only one box)

- Tier I
 Tier II

29. If Tier Level is Tier I, please complete the following information:

The Provider is Tier I because: (check only one box)

- Area Eligible - School
 Area Eligible - Census
 Income Qualified
 Categorically Eligible

Census Code:

Tier I Status - Start Date:

Tier I Status - End Date:

30. If the provider is Tier II, choose reimbursement option: (check only one box)

- Have CE attempt to identify all income and categorically eligible children enrolled and receive Tier I rates for those children identified
 Have CE attempt to identify only categorically eligible children enrolled and receive Tier I rates for those children identified
 Receive Tier II rates for all enrolled children

31. Number of children enrolled in program:

- Nonresident:
Provider's Own/Resident:
Resident Foster:

SCHEDULE

32. A. Months of Operation (Check all that apply)

All: Jan: Feb: Mar: Apr: May: Jun: Jul: Aug: Sep: Oct: Nov: Dec:

B. Days of Operation (Check all that apply)

Mon-Fri: Mon: Tue: Wed: Thu: Fri: Sat: Sun:

Regular Schedule

33. Normal Hours of Child Care Operations: Time Open:

Time Close:

34. Regular Meals:

Meal Types	First Shift		Second Shift	
<input type="checkbox"/> Breakfast	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> AM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Lunch	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> PM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Supper	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Evening Snack	Start Time:	End Time:	Start Time:	End Time:

Weekend Schedule				
35. Normal Hours of Child Care Operations: Time Open:			Time Close:	
36. Weekend Meals:				
Meal Types	First Shift		Second Shift	
<input type="checkbox"/> Breakfast	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> AM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Lunch	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> PM Snack	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Supper	Start Time:	End Time:	Start Time:	End Time:
<input type="checkbox"/> Evening Snack	Start Time:	End Time:	Start Time:	End Time:
37. Anticipated Closures:				

GENERAL QUESTIONS	
38. How are meals prepared? (Check all that apply)	
A. <input type="checkbox"/> Prepared on site	
B. <input type="checkbox"/> Other	
If Other, please explain:	
39. Site will make meal counts and menu records available to the Contracting Entity by the following date of each month:	
40. Date of Pre-Approval visit:	
41. Has the provider ever been found guilty of committing fraud (including deferred adjudication)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, provide the date the sentence expired:	

SIGNATURE DATE ON AGREEMENT	
Signature Date of Provider(s) from Permanent Agreement with Sponsoring Organization:	
Signature Date of Contracting Entity Representative from Permanent Agreement with Sponsoring Organization:	

<p>CERTIFICATION</p> <p>I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.</p> <p>I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.</p> <p>On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.</p>
--

Signature – Day Care Home Provider

Date

Signature – Authorized Representative of Contracting Entity

Date

Name (please type or print)	Title
-----------------------------	-------

**INSTRUCTIONS FOR
FOOD & NUTRITION
CHILD AND ADULT CARE FOOD PROGRAM
PROVIDER APPLICATION – DAY CARE HOMES**

Those contracting entities (CEs) that use the Texas Unified Nutrition Programs System (TX-UNPS) do the following:

New Providers: Complete the *Provider Application – Day Care Homes* paper form and maintain at your office. Complete the Provider Application – Day Care Homes screen in TX-UNPS, based on the contents of the paper application maintained at your office. You must make the paper application available for review by TDA. Send a copy of the completed and signed application to the provider.

Continuing Providers: Complete the Provider Application – Day Care Homes screen in TX-UNPS. Since this is a continuing provider, you do not have to obtain the provider’s signature on the paper form. However, you do have to send the provider a copy of the completed screen from TX-UNPS. TDA will verify that the provider received copies of all revisions submitted by the sponsor on their behalf.

Those CEs that **do not** use TX-UNPS will complete and submit this paper form for each provider they sponsor. Send a completed and signed copy to the provider. This form is also submitted when requesting revisions for a provider. You do not have to obtain the provider’s signature on the paper form for revisions. However, you do have to send a copy to the provider. TDA will verify that the provider received copies of all revisions submitted by the sponsor on their behalf.

CONTRACTING ENTITY (CE) AND PROVIDER INFORMATION

1. **Name of Contracting Entity (CE)** – Enter the name of the contracting entity.
 2. **CE ID** – Enter the five-digit CE ID that has been assigned to you by the Texas Unified Nutrition Programs System (TX-UNPS). If you do not know your CE ID, leave blank.
 3. **Version** – Enter the version for this submittal. If this is your initial submittal, you will enter “Original”. For each additional submittal, enter “Revision 1”, “Revision 2”, and so on.
 4. **Provider Name** – Enter the first and last name of the provider.
 5. **Provider ID** – Enter the four-digit Provider ID that has been assigned to this provider by TX-UNPS. If you do not know the Provider ID, leave blank.
-

EFFECTIVE DATE

1. **Requested Application Effective Date:** – This date must be the first day of the month in the program year that you want this provider application to be effective. For example, if a **new** provider’s **Agreement** is effective September 23, 2011, you will enter 09/01/2011, because this is the month and year that the provider can submit their first claim in the program year. The provider can only claim meals from September 23, 2011, the effective date of her **agreement**. If this is a revision, and the effective date of the application change is November 15, 2011, you will enter 11/01/2011. Again, the provider can only implement the revision as of November 15, 2011.
-

LICENSE INFORMATION

2. **Provide is:** – Check the appropriate box.

3. **License/Registration Number:** – Enter the license/registration number issued to this provider to operate. If the provider is licensed through military or tribal government and does not have a license/registration number, leave blank.
 4. **Capacity:** – Enter the capacity for this provider. If the capacity is not listed on the paper license/registration issued by the Texas Department of Family and Protective Services (DFPS), enter the capacity, for this provider, found on the DFPS Child Care Licensing website.
 5. **License Effective Date:** – Enter the license effective date for this provider.
 6. **License Expiration Date** – Enter the license expiration date for this provider. If the provider does not have a license expiration date (e.g. is permanent or non-expiring), leave blank.
-

PROVIDER INFORMATION

7. **Provider Name** – Enter the following for the provider: salutation, first name and last name. The salutation is a required field and must be one of the following: Brother, Dr., Father, Honorable, Miss, Mr., Mrs., Ms., Msgr., Rabbi, Reverend or Sister.
 8. **Date of Birth:** – Enter the date of birth of the provider.
 9. **Email Address:** – Enter the email address of the provider.
 10. **Phone:** – Enter the phone number, extension and fax number of the provider.
 11. **Alternate Provider ID:** – If you have an internal tracking number that you use for your providers, enter the number here. If you do not have an internal tracking number, leave blank.
-

DAY CARE HOME LOCATION

12. **Day Care Home Location: Address 1** – Enter the street address of the day care home. This cannot be a P.O. Box.
 13. **Day Care Home Location: Address 2** – If the day care home's street address includes an apartment number or other numbering sequence, enter that information under Address 2.
 14. **Day Care Home Location: City** – Enter the city of the day care home's street address.
 15. **Day Care Home Location: State & Zip** – Enter the State and zip code of the day care home's street address.
 16. **Day Care Home Location: County** – Enter the County that the day care home is located in.
-

MAILING ADDRESS

- Mailing Address – Same as Street Address?** – Indicate “Yes” or “No”. If No, enter mailing address information.
17. **Mailing Address: Address 1** – Enter the mailing address of the day care home.
 18. **Mailing Address: Address 2** – If the day care home's mailing address includes an apartment number or other numbering sequence, enter that information under Address 2.
 19. **Mailing Address: City** – Enter the city of the day care home's mailing address.
 20. **Mailing Address: State & Zip** – Enter the State and zip code of the day care home's mailing address.
-

ALTERNATE CONTRACT INFORMATION

21. **Alternate Contact Information** – Enter the following for the alternate contact: salutation, first name and last name. See #7 above for salutation options.
22. **Alternate Contact: Email Address** – Enter the email address of the alternate contact.
23. **Alternate Contact: Phone** – Enter the phone number, extension and fax number of the alternate contact.
24. **Alternate Contact Address: Address 1** – Enter the address of the alternate contact.
25. **Alternate Contact Address: Address 2** – If the alternate contact's address includes an apartment number or other numbering sequence, enter that information under Address 2.

26. **Alternate Contact Address: City** – Enter the city of the alternate contact’s address.
27. **Alternate Contact Address: State & Zip** – Enter the State and zip code of the alternate contact’s address.
-

TIERING

28. **Provider Tier Level:** – Check either Tier I or Tier II.
29. **If Tier Level is Tier I, please complete the following information:** – Check the appropriate box to indicate how the provider qualifies for Tier I. If “Area Eligible – Census” is selected, enter the Census code. You must also enter the start date and end date of the Tier I status. Tier I eligibility based on: School date is effective for 5 years; Census data is effective until the next census data is made available; Income/Categorical is effective for 12 months.
30. **If the provider is Tier II, choose reimbursement option:** – Check the appropriate box.
31. **Number of children enrolled in program:** – Enter the number of Nonresident, Provider’s Own/Resident and Resident Foster children currently enrolled.
-

SCHEDULE

- 32.A. **Months of Operation** – Check all that apply. If the provider operates year round, check “All”.
- 32.B. **Days of Operation** – Check all that apply.

Regular Schedule

33. **Normal Hours of Child Care Operations** – Enter the time the provider opens and closes. Use hours and minutes and indicate a.m. or p.m. For example, Time Open: 6:30 a.m. and Time Close: 5:30 p.m.
34. **Regular Meals** – Enter the start and end time for each meal type and each shift, if applicable. Most providers do not have a second shift, so this field can be left blank. Use hours and minutes and indicate a.m. or p.m. For example, Start Time: 7:30 a.m. and End Time: 8:30 a.m. for Breakfast under First Shift.

Weekend Schedule

35. **Normal Hours of Child Care Operations** – Enter the time the provider opens and closes. Use hours and minutes and indicate a.m. or p.m. For example, Time Open: 6:30 a.m. and Time Close: 5:30 p.m.
36. **Weekend Meals** – Enter the start and end time for each meal type and each shift, if applicable. Most providers do not have a second shift, so this field can be left blank. Use hours and minutes and indicate a.m. or p.m. For example, Start Time: 7:30 a.m. and End Time: 8:30 a.m. for Breakfast under First Shift.
37. **Anticipated Closures:** – Enter the days that this provider is anticipated to be closed during the year. For example, New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas, etc. You may attach a list, if necessary.
-

GENERAL QUESTIONS

38. **How are meal prepared?** – Check all that apply. If Other is selected, enter an explanation.
39. **Site will make meal counts and menu records available to the Contracting Entity by the following date of each month:** – Enter the date of the month, e.g. 5th, that the provider will make meal count and menus available to the contracting entity.
40. **Date of Pre-Approval visit:** – If this is a new provider, enter the date the contracting entity conducted the pre-approval visit.
41. **Has the provider ever been found guilty of committing fraud (including deferred adjudication)** – Indicate Yes or No. If yes, provide the date the sentence expired.
-

SIGNATURE DATE ON AGREEMENT

Signature Date of Provider(s) from Permanent Agreement with Sponsoring Organization: – Enter the signature date of the provider(s) from the Agreement that you have on file.

Signature Date of Contracting Entity Representative from Permanent Agreement with Sponsoring Organization: – Enter the signature date of the contracting entity representative from the Agreement that you have on file.

CERTIFICATION

Read the Certification Statement. The day care home provider must sign and date the form. In addition, an authorized representative of the contracting entity signs, dates and prints their name and title. The day care home provider's signature is not required on revisions.

SUBMITTAL

CEs Not Using TX-UNPS – Submit to one of the following:

Mail to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
P.O. Box 12847
Austin, Texas 78711

Overnight to:

Texas Department of Agriculture
Food and Nutrition
Attn: F&N Business Operations – Applications
1700 North Congress Ave.
Austin, Texas 78701

E-mail to:

BOps.Applications@TexasAgriculture.gov

Fax to:

888-223-8645

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

Name of Sponsoring Organization	Program No. TX –
Address of Sponsoring Organization (Street, City, State, ZIP)	
Name of Day Care Home Provider(s)	Provider's County Code
Physical Address of Day Care Home (Street, City, State, ZIP)	
Mailing Address of Day Care Home Provider, if different from Day Care Home (Street, P.O. Box, City, State, ZIP)	
Provider(s) Date of Birth (DD/MM/YYYY)	

Agreement

This permanent agreement specifies the rights and responsibilities of the above named sponsoring organization (Sponsor) and day care home provider (Provider) 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. The Sponsor may terminate the permanent agreement for cause, convenience or mutual consent; or solely by the Provider without cause or mutual consent.

Rights and Responsibilities of the Sponsor

The Sponsor agrees to:

1. Train the Provider according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the provider and as needed, and scheduled at a time and place convenient to the Provider.
3. Provide CACFP record keeping forms to the Provider at no charge.
4. Disburse any reimbursement payments, including advance payments, for meals to the Provider 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 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 sponsoring organization staff who 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 Form H1537, Application Between Sponsoring Organization and Day Care Home, to TDA in a timely manner and any amendments on behalf of the Provider.
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 (Article 4476-15, Vernon's Texas Civil Statutes).
15. Notify the Provider in writing when terminating this permanent agreement to participate in the CACFP. The Sponsor will give 30 days notice in writing when terminating without mutual consent. If the health and safety of a child is at risk, the Sponsor may terminate the permanent agreement without prior notice.
16. Notify the Provider of his/her right to appeal any adverse action in accordance with CACFP requirements.
17. 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.
18. Notify TIER II Providers of the choices available to them regarding:
 - a. options for determining TIER I eligibility for enrolled children, and
 - b. reimbursement methods.

19. If requested by a TIER II Provider, distribute and collect income applications and determine if children enrolled in TIER II homes are income eligible/categorically eligible for TIER I meal reimbursements.
20. Maintain the confidentiality of income information collected from the households of children in TIER II homes.
21. Pay the full amount of reimbursement owed to the Provider based on the number of meals served and the number of children in each meal reimbursement TIER.
22. Respond to Provider inquiries within 24 hours of the date/time of receipt of the inquiry, in accordance with CACFP requirements.
23. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a Provider on the basis of race, color, national origin, sex, age or disability.
24. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to Providers in appropriate languages other than English.
25. Accept final administrative responsibility for ensuring that Providers 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 Child Nutrition Program Application or a Day Care Home Provider Application for Tier I Eligibility form 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 to be served.
5. Ensure that food is prepared and served in amounts sufficient for each enrolled child to have one reimbursable meal 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 to or deleted 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 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.
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 sponsoring organization's notice to parents if instructed by the Provider's sponsoring organization.
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 terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the Provider may only participate with its current Sponsor unless the transfer is approved by TDA. **Exception:** Each year a Provider 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.
18. Notify the Sponsor in writing if terminating this permanent agreement to participate in the CACFP.

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 Federal Assistance Regulations (7 CFR, 3015, 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). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Effective from: _____ until terminated.

Signature – Day Care Home Provider(s)

Date

Signature – Sponsor Representative

Date

For TDA Use Only

Approval –TDA Representative

Date

Permanent Agreement Between Sponsoring Organization and Day Care Home Provider(s)

07-2009

PURPOSE

To document the agreement under which the sponsoring organization (Sponsor) sponsors the participation of a day care home provider (Provider) in the Child and Adult Care Food Program (CACFP).

PROCEDURE

When to Prepare

Complete Form H1542 when the Sponsor and Provider agree to contract with one another for participation in the CACFP.

Number of Copies

Complete an original and two copies.

Transmittal

Send the original to your Food and Nutrition Field Operations Office (attached to Form H1537 submitted on behalf of the Provider), leave one copy with the Provider, and keep one copy for your files.

How to Obtain Copies

Make additional copies as needed or download Form H1542 from the Texas Department of Agriculture (TDA) website at www.snptexas.org.

Form Retention

Keep Form H1542 for three years from the day the agreement is terminated. **Exception:** If audit findings, claims or litigation have not been resolved, all forms and records must be retained beyond the required time period until all issues are resolved.

DETAILED INSTRUCTIONS

Name of Sponsoring Organization — Enter the Sponsor's name as it appears on the contractor's Application and Management Plan (Form H1536-A, H1536-D or H1536-E).

Program (TX) No. — Enter the Sponsor's seven-digit program (TX) number. New sponsors should leave this blank.

Address of Sponsoring Organization — Enter the address of the Sponsor.

Name of Day Care Home Provider(s) — Enter the name of the Provider exactly as it appears on the Provider's license/registration. If the license/registration lists more than one person, all persons listed must be entered on this line.

Provider's County Code — Enter the three-digit county code for the Provider. For a list of county codes, see the Child and Adult Care Food Program-Day Care Homes Handbook, Section 11000, Resources.

Address of Day Care Home — Enter the address of the Provider exactly as it appears on the Provider's license/registration.

Mailing Address of Provider, if different from Day Care Home — Enter the mailing address of the Provider, including street, P. O. Box, city, state and ZIP code.

Provider(s) Date of Birth — Enter the Provider's date of birth. If the license/registration lists more than one person, enter the date of birth for each person listed and identify for whom it belongs.

Effective: From – Until Terminated — Enter the beginning effective date of the permanent agreement.

Signature, Day Care Home Provider(s) — The person to whom a license or registration is issued by the Texas Department of Family and Protective Services must sign this form. If the license/registration lists more than one person, all persons listed must sign and date.

Date — The Provider(s) will enter the date when he or she signs the form.

Signature – Sponsor Representative — A person authorized to act on the behalf of the Sponsor must sign the form.

Date — The Sponsor representative will enter the date when he or she signs the form.

For TDA Use Only — A representative of TDA will sign and date the document to approve the participation of the Provider in the CACFP under the sponsorship of the sponsoring organization.