

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

Name of Sponsoring Organization	Program No.
High Plains Food Bank	TX – 01550
Address of Sponsoring Organization (Street, City, State, ZIP)	
815 S. Ross PO BOX 31803 Amarillo, Texas, 79120	
Name of Child Care Facility	
Physical Address of Child Care Facility (Street, City, State, ZIP)	County Name
Mailing Address of Child Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)	

**Agreement**

**This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the child care facility (Facility) 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 facility without cause or mutual consent.**

**Rights and Responsibilities of the Sponsor**

**The Sponsor agrees to:**

1. Train child care facility staff according to CACFP requirements.
2. Provide technical assistance when problems are cited during monitoring visits, upon request from the facility, and as needed, and scheduled at a time and place convenient to the facility staff.
3. Provide CACFP record-keeping forms to the facility at no charge, and ensure the facility maintains records on-site according to CACFP record-keeping requirements.
4. Disburse any reimbursement payments, including advance payments, for meals to the facility 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 facility for CACFP services.
6. Retain no more than 15% of the CACFP reimbursement (excluding cash-in-lieu) for allowable administrative costs.
7. Ensure that all meals are served to enrolled children without regard to race, color, national origin, sex, age or disability.
8. Ensure that all meals claimed for reimbursement are those served to children who are properly enrolled and in attendance at the meal service.
9. Ensure that all meals claimed meet CACFP requirements.
10. Claim reimbursement for no more than two meals and one snack, or one meal and two snacks, per child per day. **Exception:** Emergency shelters may claim reimbursement for three meals or two meals and one snack per child per day.
11. Ensure Sponsoring Organization staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
12. Conduct announced and unannounced monitoring reviews of the facility's food program operation according to CACFP requirements during the facility's normal hours of operation, including weekends, if applicable.
13. Submit the application (Form H1538) and any amendments on behalf of the facility to TDA in a timely manner.
14. Ensure the child care facility maintains a current license, if applicable.
15. Ensure an At-Risk Afterschool Care Center or Emergency Shelter maintains a current license or written verification of exemption from the Texas Department of Family and Protective Services (DFPS), if applicable.
16. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any child care facility when participants are present, if the person has been convicted of a felony or misdemeanor classified as an offense against the person or the family, or public indecency, or a felony violation of any statute intended to control the possession or distribution of a substance included in the Texas Controlled Substance Act (Article 4476-15, Vernon's Texas Civil Statutes).
17. Notify the child care facility 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 or safety of a participant is at risk, the Sponsor may terminate the permanent agreement without prior notice.

18. Immediately inform the health or licensing authority of any situation existing in child care facilities that would threaten the health or safety of participants in attendance.
19. Ensure policies and procedures do not exclude or limit participation, benefits or activities of a facility on the basis of race, color, national origin, sex, age or disability.
20. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to the facility in appropriate languages other than English.
21. Accept final administrative responsibility for ensuring the facility takes reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English.
22. Review the purchased meal vendor according to CACFP requirements, if the facility contracts for meals.

### **Rights and Responsibilities of the Child Care Facility**

#### **The facility agrees to:**

1. Record daily the:
  - a. menus, food items and quantity used to serve children;
  - b. meal type and meal count (taken at the point of service) served to each child; and
  - c. number of enrolled/participating children in attendance.
2. Claim only meals actually served during approved meal service times to children who are enrolled (or participate in an At-Risk Afterschool Care Center, Outside-School-Hours Child Care programs or reside in an Emergency Shelter) in child care, in attendance and participating in the meal service.
3. Serve meals that meet the current CACFP requirements for the ages of the children served.
4. Ensure that food is prepared and served in amounts sufficient for each enrolled child to have one reimbursable meal/snack at each meal service.
5. Notify the Sponsor immediately if there is any change in the meal service, including days, times, and/or types of meals served.
6. Notify the Sponsor immediately of the names of children added or deleted from the child care enrollment. (Not applicable to At-Risk Afterschool Care Centers, Emergency Shelters and Outside-School-Hours Care facilities.)
7. Receive mandatory CACFP training prior to program participation and annually thereafter as required by TDA and the Sponsor.
8. Allow representative of the Sponsor, TDA, USDA and other state and federal officials to enter the facility, announced or 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.
9. Notify the Sponsor immediately if there is any change in the facility's licensing/approval status.
10. Serve meals to all children without regard to race, color, national origin, sex, age or disability.
11. Serve snacks free of charge to all children participating in an At-Risk Afterschool Care Center.
12. Serve snacks free of charge to all eligible children residing in an Emergency Shelter.
13. Meet all local health and sanitary code requirements applicable to food service delivery.
14. Participate with one Sponsor at a time.
15. Authorize the Sponsor to apply for participation in the CACFP on behalf of the child care facility.
16. Provide education or enrichment components for children participating in an At-Risk Afterschool Care Center.
17. Notify the Sponsor in writing if terminating this permanent agreement to participate in the CACFP. The facility will give 30 days notice in writing when terminating without mutual consent.
18. Maintain records on-site relating to the Program according to CACFP record-keeping requirements.
19. 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 facility terminates this permanent agreement and wants to participate in the CACFP again during the same program year, the facility may only participate with its current Sponsor unless the transfer is approved by TDA. **Exceptions:** Each year a facility may transfer to a different Sponsor without TDA approval, if otherwise eligible to participate in the CACFP, by signing a permanent agreement with a new Sponsor between June 1 and September 30 to become effective on the following October 1. Additionally, a facility may terminate this permanent agreement with its current Sponsor, with proper notice as outlined in number 17 above, and apply to participate with TDA at any time during the year.

**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 Facility 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 – Child Care Facility Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Sponsoring Organization Authorized Representative

\_\_\_\_\_  
Date

**For TDA Use Only**

\_\_\_\_\_  
Approval –TDA Representative

\_\_\_\_\_  
Date