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

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

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

_______________________________________________
Signature of Representative of Child Care Site
AMENDMENT #1 TO PERMANENT AGREEMENT BETWEEN SPONSORING ORGANIZATION AND CHILD CARE SITE

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

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

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

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

Accepted and Agreed:

____________________________________  ________________________________
Name of Sponsoring Organization   Name of Child Care Site

____________________________________  ________________________________
Signature of Authorized Rep. of   Signature of Representative of Child
Sponsoring Organization                                            Care Site

____________________________________  ________________________________
Date of Signature of Authorized Rep. of   Date of Signature of Representative of Child
Sponsoring Organization                                      Care Site