As participants in the Child and Adult Care Food Program (CACFP), the above named Sponsoring Organization (Sponsor) and Adult Day Care Facility (Facility) entered into an agreement that is effective until terminated. The Sponsor and Facility hereby agree to the following amendment to such agreement.

**Rights and Responsibilities of the Sponsor**

The Sponsor agrees to:

6. Ensure that all meals are served to enrolled participants without regard to race, color, national origin, sex, age or disability.

7. Ensure that all meals claimed for reimbursement are those served to participants who are properly enrolled and in attendance at the meal service.

11. 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.

16. Immediately inform the health or licensing authority of any situation existing in adult day care facilities that would threaten the health or safety of participants in attendance.

17. Ensure policies and procedures of a facility do not exclude or limit participation, benefits or activities of participants on the basis of race, color, national origin, sex, age or disability.

18. Take reasonable steps to provide and ensure services and information, both orally and in writing, are available to the facility in appropriate languages other than English.

**Rights and Responsibilities of the Adult Day Care Facility**

The Facility agrees to:

1. Record daily the:
   a. menus, food items and quantity used to serve participants;
   b. meal type and meal count (taken at the point of service) served to each participant; and
   c. number of enrolled participants in attendance.

2. Claim only meals actually served during approved meal service times to participants who are enrolled in adult day care, in attendance and participating in the meal service.

4. Ensure that food is prepared and served in amounts sufficient for each enrolled participant to have one reimbursable meal at each meal service.

6. Notify the Sponsor immediately of the names of participants added or deleted from the enrollment.

10. Serve meals to all participants without regard to race, color, national origin, sex, age or disability.
By signing this amendment, both parties are bound by its terms and conditions until such time as the Form H1653, Permanent Agreement Between Contracting Organization and Adult Day Care Center, is terminated.

Certification

We, the undersigned, do hereby make and enter into this amendment. By doing so, 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 HHSC. 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 statues.

Effective:

From: __________________________ Until Terminated.

Signature – Facility Representative Date Signature – Sponsor Representative Date

For HHSC Use Only

Approval – HHSC Representative Date