Texas Health and Human Services Commission

Child and Adult Care Food Program

Permanent Agreement Between Sponsoring Organization and Adult Day Care Facility

Name of Sponsoring Organization

Address of Sponsoring Organization (Street, City, State, ZIP)

Name of Adult Day Care Facility

Physical Address of Adult Day Care Facility (Street, City, State, ZIP)

Mailing Address of Adult Day Care Facility, if different from physical address (Street, P.O. Box, City, State, ZIP)

☐ I certify that the above named Sponsoring Organization and adult day care facility ARE part of the same legal entity and are subject to the control of the same governing body. (Sign here. DO NOT complete the remainder of this form.)

Signature – Authorized Official of Sponsoring Organization

Date

☐ The above named Sponsoring Organization and adult day care facility ARE NOT part of the same legal entity and are not subject to the control of the same governing body. (Complete the remainder of the form.)

Agreement

This permanent agreement specifies the rights and responsibilities of the above named Sponsoring Organization (Sponsor) and the adult day 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 adult day 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.
4. Disburse any reimbursement payments, including advance payments, for meals to the facility within five working days of receipt of payment from Texas Health and Human Services Commission (HHSC) for the corresponding claim period.
5. Make no charge whatsoever to the facility for CACFP services.
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.
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 participant per day.
10. Ensure Sponsoring Organization staff that conduct announced or unannounced monitoring reviews show photo identification to demonstrate they are employees of the Sponsor.
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.
12. Submit the application (Form H1651) and any amendments on behalf of the facility to HHSC in a timely manner.
13. Ensure the adult day care facility maintains a current license.
14. Ensure that no person acting in any capacity on behalf of the Sponsor will enter any adult day 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).
15. Notify the adult day 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.

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.

19. 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.

20. Review the food service management company (caterer) according to CACFP requirements, if the facility contracts for meals.

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.

3. Serve meals which meet the current CACFP requirements.

4. Ensure that food is prepared and served in amounts sufficient for each enrolled participant 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 participants added or deleted from the adult day care enrollment.

7. Receive mandatory CACFP training prior to program participation and annually thereafter as required by HHSC and the Sponsor.

8. Allow representative of the Sponsor, HHSC, USDA and other state and federal officials to enter the facility, announced or unannounced, to review CACFP operations and records during normal hours of adult day 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 status.

10. Serve meals to all participants without regard to race, color, national origin, sex, age or disability.

11. Meet all local health and sanitary code requirements applicable to food service delivery.

12. Participate with one Sponsor at a time.

13. Authorize the Sponsor to apply for participation in the CACFP on behalf of the adult day care facility.

14. 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 HHSC. 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 – Adult Day Care Facility Representative  Date

_________________________  ___________________________
Signature – Sponsor Representative  Date

For HHSC Use Only

_________________________
Approval – HHSC Representative  Date