Child and Adult Care Food Program  
Amendment to Form H1630  
Permanent Agreement Between Contracting  
Organization and Child Care Facility

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<tr>
<th>Name of Sponsoring Organization</th>
<th>Program No</th>
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<td>TX -</td>
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<tr>
<th>Address of Sponsoring Organization (Street, City, State, Zip)</th>
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<th>Name of Child Care Facility</th>
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<tr>
<th>Physical Address of Child Care Facility (Street, City, State, Zip)</th>
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<tr>
<th>Mailing Address of Child Care Facility, if different from physical address (Street, PO Box, City, State, Zip)</th>
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As participants in the Child and Adult Care Food Program (CACFP), the above named Sponsoring Organization (Sponsor) and Child 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/participating 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/participating 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 child care operation, including weekends if applicable.

14. Ensure an At-Risk Afterschool Snack Program facility maintains a current license or written verification of exemption from the Texas Department of Family and Protective Services (DFPS).

19. Immediately inform the health or licensing authority of any situation existing in child care facilities that would threaten the health or safety of children in attendance.

20. 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.

**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 the At-Risk Afterschool Snack Program, Outside-School-Hours Child Care programs, or reside in an emergency shelter) in child care, in attendance and participating in the meal service.

4. Ensure that food is prepared and served in amounts sufficient for each enrolled/participating child to have one reimbursable meal/snack at each meal service.
6. Notify the Sponsor immediately of the names of children added or deleted from the child care enrollment. (Not applicable to At-Risk Afterschool Snack Program, emergency shelters and Outside-School-Hours Care Facilities.)

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

16. An At-Risk Afterschool Snack Program facility must provide an education or enrichment component to children participating in its Afterschool Care Program.

By signing this amendment, both parties are bound by its terms and conditions until such time as the Form H1630, Permanent Agreement Between Contracting Organization and Child Care Facility, 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 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 statutes.

Effective:

From: __________________________  Until Terminated.

________________________________________  __________  __________________________________________  __________
Signature – Facility Representative                        Date        Signature – Sponsor Representative                                    Date

For HHSC Use Only

Approval – HHSC Representative

____________________________  Date