

AGREEMENT

AGENCY: ESC19 Head Start
City/County of El Paso, State of Texas

CONTRACTOR: Tornillo Independent School District
County of El Paso, State of Texas

CONTRACT: Meals for Children in Head Start Program

When this Agreement is duly completed and signed by appropriate authority, it constitutes a CONTRACT between Education Service Center – Region 19 (AGENCY) and Tornillo Independent School District (CONTRACTOR) to be effective October 1, 2026, through September 30, 2027. Witnesseth that Agency and Contractor do mutually agree as follows:

WHEREAS, the Agency is in receipt of a Grant from the Texas Department of Human Services (TDHS) and Texas Department of Agriculture, (TDA), for the purpose of feeding children enrolled in the Head Start Program. WHEREAS, pursuant to said Grant, the Agency is undertaking certain activities, and WHEREAS, the Agency desires to engage the Contractor to render certain assistance in such undertakings; NOW THEREFORE, the Agency and Contractor do mutually agree as follows:

I. CONTRACTOR OBLIGATIONS

1. Meals

- Meals will be provided for children enrolled and are eligible in the Head Start Program
- Meals will be prepared in accordance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA)
- Meals meet the Child & Adult Care Food Program (CACFP) meal pattern requirements
- Contractor shall not claim the meals served to the Head Start children under the National School Lunch Program
- Full Day Session: (Breakfast, lunch & PM snack)
- Half Day Session: (AM snack, lunch and PM snack)
- Age appropriate foods
- Food modifications (e.g. Puree, Ground, Finely Chopped and Chopped)
- All meals will be prepared at full enrollment

Birthday Celebrations

Contractor shall provide a monthly birthday celebration snack for children per classroom on designated day. This is done in recognition of those Head Start children celebrating their birthday. The Agency will reimburse the Contractor at the rate of snack cost.

2. **Meal Variations**

Contractor shall provide for any food allergies, or special diets and nutritional needs in accordance with a physician's medical statement and in accordance with Child and Adult Care Food Program regulations.

3. **Cycle Menus**

Contractor shall provide cycle menus to the Head Start Nutrition services in addition to monthly menus. Cycle menus shall be provided at the beginning of the school year. Monthly menus shall be provided one month in advance.

4. **Health Department**

Contractor shall maintain on file a current local health department food establishment permit and health inspection and provide a copy of such to the Head Start Center. The contractor agrees to meet all local and sanitary code requirements applicable to food service delivery to include:

- a. Document temperatures twice daily on the Refrigerator/Freezer Temperature Chart
- b. Document and maintain accurate food temperatures
- c. Document and maintain adequate dry storage temperatures

5. **Term**

Commence performance of this Agreement on the 1st day of October 2026, and complete performance no later than September 30, 2027.

6. **Records**

Maintain such records and accounts, including financial records, as are deemed necessary by the Agencies or the Director of TDHS and ACF to assure proper accounting for all project funds, both Federal and Non-Federal share. These records shall be retained for a period of three years from the date of submission of the final claim under this agreement unless an audit item has not been resolved, in which case records shall be maintained until satisfactory resolution of the audit item has been accomplished. If the Contractor delivers its records to the Agencies at the end of the term hereof, it shall have no further responsibility for retaining any records whatsoever. Provide Head Start with the required Daily Meal Production Records identifying the quantity of foods served per meal and the number of children and adults served. The Contractor will provide daily meal production records to Head Start Center Manager on a weekly basis (Monday).

- a. Daily Meal Production Record

7. **Reimbursable Meals**

- Meet Program meal pattern requirements (contains all required components in at least the minimum required portion sizes)
- Be served to eligible children

- Be served according to federal and state regulations and policies
- Actual meals provided accordance to attendance on a daily basis

8. **Locations**

Tornillo ISD cafeteria will provide meal services to our Head Start children.

9. **Audit**

Facilitate the examination and copying of appropriate meal service records during normal working hours by TDHS, USDA, TDA and Head Start. This may occur annually as an administrative review. Contractor will be given a five-day notice.

10. **Assurances**

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (Section 6000 TDA). The contractor also agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the TDHS. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance extended in reliance on the representation and agreements made in this assurance.

The Contractor agrees to compile CACFP meal requirements, data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDHS, USDA and TDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDHS has the right to seek judicial enforcement of this assurance.

This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person whose signature appears on

this contract is authorized to sign this assurance on the behalf of the Contractor.

II. AGENCY OBLIGATIONS

The Agency shall:

1. Payment

Upon receipt of the monthly report due no later than the 30th day of the month, the Agency shall reimburse Contractor for the **actual number of meals** served at the reimbursement rate of Breakfast **\$4.25**, Snacks **\$3.00**, and Lunch **\$6.75**. Reimbursement rates shall be based solely on rates established by the Contractor. Upon receipt of documentation from Contractor indicating a change in reimbursement rate, the Agency shall forward say documentation to Contractor. The documentation forwarded shall constitute an amendment to this Agreement and shall establish the reimbursement rate for the period affected.

2. Limitation on Reimbursement

In **no** event shall the Agency reimburse Contractor for meals served at a rate higher than the reimbursement rate being paid to the Agency by **TDHS and TDA** for any report period.

Both parties to this Agreement understand that ESC19 Head Start, shall accept final administrative and financial responsibility for program operations, and shall not contract for the management of the Child and Adult Care Food Program.

Any attachment not made as part of this Agreement on the date of its execution, shall be attached as soon as possible thereafter and shall be dated and signed by the parties.

3. Monitoring/Reviews

H-1529

If a CE or site contracts with a Food Service Management Company (FSMC) or vendor to provide food service, the CE or site must conduct an annual on-site monitoring review of each food preparation site used by the FSMC/vendor to provide meals for their contract. The review must be conducted during each CACFP Program Year (October 1 through September 30 of any given year). CEs and sites must use the Food Service Management Company / Vendor Monitor Review (**H-1529**), to conduct the monitoring review.

H-1606

Sites participating in the CACFP are subject to unannounced as well as announced reviews by the sponsor, TDA, USDA or other State or Federal officials. Agency must conduct three reviews of each of their sites to determine compliance with all program requirements (September, February and April).

IN WITNESS WHEREOF, the Agencies and the Contractor have executed this Agreement as of the date first written above.

Tornillo Independent School District

Rosy Vega - Barrio, Superintendent

Date: _____

ESC19 Head Start

Dr. Armando Aguirre, ESC19 Executive Director

Date: _____

Socorro Rodríguez, ESC19 Head Start Director

Date: _____