

Special Nutrition Programs

Child and Adult Care Food Program

APPLICATION



**ARKANSAS DEPARTMENT OF
HUMAN SERVICES**

CACFP Application Checklist For-Profit Independent Child and Adult Care Centers

The following forms (including this checklist) must be completed.

Form Number	Description	<u>Applicant</u> (check when completed)	<u>State Agency Use Only</u> (form completed/accepted)
AQ-1	Application Questionnaire		
SNP-2	Certificate of Authority		
SNP-3	Officers and Employees		
SNP-4	Funds Received		
CAAB-1	Administrative Budget		
FRPS-1	Meal Policy Statement		
SNP-5	Application for Participation		
SNP-6	Pre-Award Compliance		
CASA-1	Agreement		
SNP-7	Public Release Verification		
SNP-8	Public Release		
APQ-1	Adult Program Questionnaire (if applicable)		
EO 98-04	AR Executive Disclosure		
SF-LLL	Lobbying Disclosure		
W-9*	Taxpayer ID Number		
	License		
	Food Service Contract (If applicable)		
	List of Enrolled Children		
	Most Recent Business Tax Form		
Direct Deposit			
APPR-1*	AR Participation Requirements		

*Applies only to new applicants

FOR STATE AGENCY USE ONLY: Agreement No. _____ New _____ Renewal _____

Date Received: _____

Date Returned: _____

Date of Approval: _____

Approval Dates: From _____ To _____

CACFP Application Checklist Non-Profit Independent Child and Adult Care Centers

The following forms (including this checklist) must be completed.

Form Number	Description	<u>Applicant</u> (check when completed)	<u>State Agency Use Only</u> (form completed/accepted)
AQ-1	Application Questionnaire		
SNP-2	Certificate of Authority		
SNP-3	Officers and Employees		
SNP-4	Funds Received		
CAAB-1	Administrative Budget		
FRPS-1	Meal Policy Statement		
SNP-5	Application for Participation		
SNP-6	Pre-Award Compliance		
CASA-1	Agreement		
SNP-7	Public Release Verification		
SNP-8	Public Release		
EO 98-04	AR Executive Disclosure		
SF-LLL	Lobbying Disclosure		
APQ-1	Adult Program Questionnaire (if applicable)		
W-9*	Taxpayer ID Number		
	License		
	Food Service Contract (If applicable)		
*	Articles of Incorporation		
*	Most Recent Business Tax Form		
501 (c)(3)*	IRS Letter for Tax Exemption		
Direct Deposit			
APPR-1*	AR Participation Requirements		

*Applies only to new applicants

FOR STATE AGENCY USE ONLY: Agreement No. _____ New _____ Renewal _____

Date Received: _____

Date Returned: _____

Date of Approval: _____

Approval Dates: From _____ To _____

CACFP Application Checklist Non-Profit Day Care Home Sponsoring Organization

The following forms (including this checklist) must be completed.

	<u>Applicant</u>	<u>State Agency Use Only</u>
	(check when completed)	(form completed/accepted)

Form Number	Description		
AQ-1	Application Questionnaire		
SNP-2	Certificate of Authority		
SNP-3	Officers and Employees		
SNP-4	Funds Received		
CFS-2113	Administrative Budget		
FRPS-1	Meal Policy Statement		
FDCH-1 (1 for each home)	Day Care Home Agreement		
FDCH-2 (1 for each home)	Home Application		
SNP-6	Pre-Award Compliance		
CASA-1	Agreement		
SNP-7	Public Release Verification		
EO 98-04	AR Executive Disclosure		
SF-LLL	Lobbying Disclosure		
APQ-1	Adult Program Questionnaire (if applicable)		
W-9*	Taxpayer ID Number		
	License		
	Food Service Contract (If applicable)		
*	Articles of Incorporation		
*	Most Recent Business Tax Form		
501 (c)(3)*	IRS Letter for Tax Exemption		
Direct Deposit			
APPR-1*	AR Participation Requirements		

*Applies only to new applicants

FOR STATE AGENCY USE ONLY: Agreement No. _____ New _____ Renewal _____

Date Received: _____

Date Returned: _____

Date of Approval: _____

Approval Dates: From _____ To _____

**CACFP Application Checklist Sponsoring Organization
Of Centers
Child and Adult Care Program**

For Profit Sponsor can only sponsor Affiliated Centers

The following forms (including this checklist) must be completed.

Form Number	Description	<u>Applicant</u> (check when completed)	<u>State Agency Use Only</u> (form completed/accepted)
AQ-1	Application Questionnaire		
SNP-2	Certificate of Authority		
SNP-3	Officers and Employees		
SNP-4	Funds Received		
CFS-2113	Budget and Management Plan		
FRPS-1	Meal Policy Statement		
SNP-6	Pre-Award Compliance		
CASA-1	Agreement		
SNP-7	Public Release Verification		
SNP-8	Public Release		
EO 98-04	AR Executive Disclosure		
SF-LLL	Lobbying Disclosure		
APQ-1	Adult Program Questionnaire (if applicable)		
W-9*	Taxpayer ID Number		
	License		
	Food Service Contract (If applicable)		
*	Most Recent Business Tax Form		
501 (c) (3)	IRS Letter for Tax Exemption (if applicable)		
Direct Deposit			
APPR-1*	AR Participation Requirements		

*Applies only to new applicants

FOR STATE AGENCY USE ONLY: Agreement No. _____ **New** _____ **Renewal** _____

Date Received: _____

Date Returned: _____

Date of Approval: _____

Approval Dates: From _____ **To** _____

**SPECIAL NUTRITION PROGRAMS
CHILD AND ADULT CARE FOOD PROGRAM
APPLICATION QUESTIONNAIRE**

(Institution means a sponsoring organization, child care center, outside-school-hours care center, or adult day care center which enters into an agreement with the State agency to assure final administrative and financial responsibility for Program operations).

(NAME OF INSTITUTION)

(1) Has your institution or any of its principals or responsible persons been convicted of any activity that indicates a lack of business integrity within the past seven (7) years? A lack of business integrity includes fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, obstruction of justice, or any other activity indicating a lack of business integrity.
Yes _____ No _____

If yes, list names: _____

(2) Has your institution or any of its principals or responsible persons participated in any Federal funded, State funded, or local funded programs (other than a USDA Food and Nutrition Food Program) within the past seven (7) years? Yes _____ No _____.

If Yes, list programs: _____

Was your institution or any of its principals or responsible persons terminated from any of the above funded programs?
Yes _____ No _____ N/A _____

(3) Has your institution or any of its principals or responsible persons participated with any USDA Food and Nutrition Food Programs within the past seven (7) years?
Yes _____ No _____.

If yes, list programs: _____

If yes, were any of these programs terminated? Yes _____ No _____ N/A _____

If yes, what programs: _____

Reason for termination: _____

Date of termination: _____

(4) Did any family member(s) of your institution or any of its principals or responsible persons participate in any USDA Food and Nutrition Food Programs within the past seven (7) years? Yes _____ No _____.

If yes, list family members and institution(s) they were associated with: _____

Were any of these family members or institutions terminated from any USDA Food and Nutrition Program? Yes _____ No _____ N/A _____

Were any of these institutions declared to be seriously deficient with any USDA Food and Nutrition Program that they participated with? Yes _____ No _____ N/A _____

(5) Does your institution owe money to any Federal and/or State Agency?

Yes _____ No _____

(6) Is the institution submitting this application in compliance with all Federal and/or State Agencies?

Yes _____ No _____

(7) Is the institution submitting this application in compliance with DHS Exclusionary Policy 1088(exclusion for licensing violations, funding violations (voucher, SNP, or grant, etc.)? Yes _____ No _____

(8) Has the institution submitting this application been excluded for whatever reason from participation in any Federal and/or State programs? Yes _____ No _____

If yes, what program(s): _____

Reason for exclusion: _____

I certify to the best of my knowledge and belief that this statement is true and correct in all aspects. I understand that this information is being given in connection with the receipt of Federal funds. I fully understand that deliberate misrepresentation may subject me and any principal or responsible persons of the institution submitting this application to prosecution under applicable Federal and/or State statutes.

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

**SPECIAL NUTRITION PROGRAMS
CERTIFICATE OF AUTHORITY**

Agreement #: _____

This is to certify that _____
(PRINT NAME OF AUTHORIZED PERSON)

(SIGNATURE OF AUTHORIZED PERSON) (TITLE)

IS DESIGNATED AS THE AUTHORIZED REPRESENTATIVE OF THE

(NAME OF INSTITUTION) (TELEPHONE NUMBER)

(STREET ADDRESS) (CITY, STATE, ZIP)

Authority is hereby given to the above designated representative to enter into an agreement whether by handwritten or electronic signature, on behalf of the above-named institution for the operation of the Child and Adult Care Food Program, National School Lunch Program, and/or Summer Food Service Program, on all remaining forms for this application and any other documents or Division reports relating thereto, including claims for reimbursement.

PLEASE SUBMIT ONE (1) FORM PER PERSON WITH SIGNATURE AUTHORITY

Non-Profit Institution

BY: _____
(SIGNATURE: EXECUTIVE DIRECTOR, PRESIDENT OF BOARD OF DIRECTORS OR SCHOOL SUPERINTENDENT) (DATE)

For-Profit Institution (CACFP Only)

BY: _____
(SIGNATURE: OWNER(S)) (DATE)

By my signature above, I understand that Special Nutrition Programs **must** be advised immediately of any change in authorized personnel and my designation of the above-named representative does not relieve me of any liability for the mistakes, fraud or any other illegal activity performed by the designated representative in the name of or on behalf of the above-named institution.

(If interested in Direct Deposit, please call the SNP Office at 501.682.8869 or 1.800.482.5850 ext. 28869)

On-line Password Request(s) Will this person be submitting claims? YES NO

Name: _____ Last 4 of SSN: _____
Last First M.I.

E-Mail Address: _____

Answer one (ONLY ONE) of the following security questions:

What is your mother's maiden name? _____

What was your first pet's name? _____

What city were you born in? _____

What is your favorite color? _____

Start Date
(SNP-2)

End Date

SECTION C - CHILD CARE AND ADULT DAY CARE CENTER (Only)

1. IS THIS A PRIVATE ORGANIZATION? ("Private" means non-governmental)
 YEARS?
 YES NO
 (If "YES" except for proprietary Title XIX or Title XX Center, attach a copy of 501-C-3 non-profit-status letter from IRS).

2. DOES YOUR CENTER NOW PARTICIPATE OR HAVE YOU PARTICIPATED IN PROGRAM(S) FUNDED THROUGH THE FOOD AND NUTRITION SERVICE IN THE PAST SEVEN
 YES NO
 (If "YES" give name of Program and dates of participation on separate sheet of paper).

3a. DOES CENTER PARTICIPATE IN THE HEADSTART PROGRAM?
 YES NO

3b. DOES CENTER RECEIVE TITLE III MEAL FUNDING OR COMMODITIES?
 YES NO

4. DOES CENTER PARTICIPATE IN ANY OTHER FEDERALLY FUNDED PROGRAMS?
 YES NO
 (If "YES", give name of Program)

5. METHOD BY WHICH MEALS WILL BE PROVIDED (✓)
 A. PREPARATION AT MEAL SERVICE LOCATION
 B. PREPARATION AT CENTRAL KITCHEN
 C. UNDER CONTRACT WITH LOCAL SCHOOL SYSTEM ENROLLED
 D. UNDER WITH FOOD SERVICE MGMT CO. PARTICIPANTS

7. IS THIS PRICING OR NONPRICING PROGRAM?
 PRICING NONPRICING

6. NUMBER OF PARTICIPANTS ENROLLED IN PROGRAM
 A. FREE CATEGORY _____ B. REDUCED PRICE
 C. NOT ELIGIBLE FOR FREE OR REDUCED PRICE _____ D. TOTAL NUMBER OF PARTICIPANTS _____
 CATEGORY _____ (A + B + C)

8. FOOD SERVICE STAFF PATTERN

(Enter only personnel who will perform Child and Adult Care Food Program related food service functions in this section.)

NAME OF POSITION (A)	SPECIFIC PROGRAM RELATED DUTIES (B)	NO. PERSONNEL IN THIS POSITION (C)

9. CENTER REQUESTS:
 COMMODITY FOODS CASH-IN-LIEU OF COMMODITIES

NOTE: Approved centers which prefer cash-in-lieu of commodities will receive such cash payments. Centers which choose foods may be required to accept cash instead. Donated commodities or cash-in-lieu of commodities is provided in addition to CACFP reimbursements.

10. PROVIDE AN ESTIMATE OF THE ETHNIC MAKEUP OF THE POPULATION TO BE SERVED FROM SOURCES SUCH AS CENSUS TRACT DATA, PUBLIC SCHOOL DATA, HOUSING AUTHORITY DATA, ETC.
 _____ % Hispanic or Latino
 _____ % Not Hispanic or Latino

PROVIDE AN ESTIMATE OF THE RACIAL MAKEUP OF THE POPULATION TO BE SERVED FROM SOURCES SUCH AS CENSUS TRACT DATA, PUBLIC SCHOOL DATA, HOUSING AUTHORITY DATA, ETC.
 _____ % American Indian/Alaskan Native
 _____ % Black or African
 _____ % White
 _____ % Asian
 _____ % American Native Hawaiian or Other Pacific Islander
 _____ % Total must = 100%

SIGNATURES

NAME OF CENTER REPRESENTATIVE (type or print)		NAME OF SPONSOR REPRESENTATIVE (if center will be sponsored) (type or print)	
DATE	SIGNATURE OF CENTER REPRESENTATIVE	DATE	SIGNATURE OF SPONSORING ORGANIZATION REPRESENTATIVE (if center will be sponsored)

**SPECIAL NUTRITION PROGRAMS
FREE AND REDUCED PRICE MEAL POLICY STATEMENT**

(NAME OF INSTITUTION)

assures the Special Nutrition Programs and the Department of Human Services that all children/adult (if an adult program) participants in attendance will be offered the same meals with no separate charge or any physical segregation of or other discrimination against any child/adult (if an adult program) participant on the grounds of race, color, national origin, sex, age, or disability. This policy applies to all institutions included in this Agreement.

CACFP ONLY:

I understand that it is my responsibility to request family income data from the parents of all eligible children (including any residential children in day care homes) and/or from eligible adult participants whose meals will be reimbursed by the free or reduced rates. Income information will be collected and updated on a yearly basis (or more frequent if family income changes) to ensure that all children and/or adult participants are reported in the correct eligibility category. The current family income scale prescribed by Federal Regulations will be used to make this determination.

(AUTHORIZED SIGNATURE)

(DATE)

(SIGNATURE – STATE ADMINISTRATOR)

(DATE)

SPECIAL NUTRITION PROGRAMS

FUNDS RECEIVED

State DHS regulations require participating **organizations that receive more than \$100,000 per year in State and/or Federal funds to arrange for an annual audit. It is the sponsor's responsibility to pay for the audit.** The Department of Human Services Audit Section must receive a copy of the audit report **within 120 days after the Institution's fiscal year end.**

PLEASE PROVIDE THE FOLLOWING INFORMATION:

_____	_____
(Name of Institution)	(Agreement Number)
Total NSLP funds received (Includes School Breakfast, Special Milk and the At-Risk After School Snack Programs)	\$ _____
Total CACFP funds received (Includes snack programs licensed under the Child Care Program)	\$ _____
Total SFSP funds received	\$ _____
Total Federal funds received	\$ _____
Total State funds received	\$ _____
Total Local funds received	\$ _____
Total cost of audit	\$ _____
Date of last audit	\$ _____

FISCAL INFORMATION MUST BE BASED ON LAST YEAR'S REIMBURSEMENT.

I understand that if any of the information provided above is found to be incorrect, DHS and Special Nutrition Programs may take administrative action that could result in termination of this agreement. I also understand that if I have intentionally misrepresented the income received by this institution, I will be subject to prosecution.

_____	_____
(Authorized Signature)	(Date)

**SPECIAL NUTRITION PROGRAMS
PRE-AWARD COMPLIANCE REVIEW**

Name of Institution	Agreement No.
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The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28) CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill this agreement.

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 that 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 USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

Estimate by Ethnic group the number of children or adult participants that will be enrolled in the Program at each center or facility.

ETHNIC CATEGORIES:

Hispanic or Latino	Not Hispanic or Latino

Hispanic or Latino: A person of Mexican, Puerto Rican, Cuban, Central American, or other Spanish culture or origin regardless of race.

RACIAL CATEGORIES:

Estimate by Racial group the number of children or adult participants that will be enrolled in the Program at each center or facility.

American Indian/Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White

American Indian/Alaskan Native: A person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition (includes Aleuts and Eskimos).

Asian: A person having origins in any of the Far East, Southeast Asia, the Indian Subcontinent.

Native Hawaiian or Other Pacific Islander: A person native to Hawaii or other Pacific Islands.

Black or African American: A person having origins in any Black racial groups.

White: A person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

This projection is made, based on: (1) comparative enrollment in facilities (2) personal knowledge (3) observation of students (4) voluntary self-identification on the free and reduced-price meal application forms (circle one)

1. Is the child or adult day care center, school, or sponsor, an institution with specific membership requirements? YES NO

2. What efforts will be made by the institution to contact minority and grassroots organizations about the opportunity to participate in the program?

3. What other steps will be taken by the institution to ensure minorities have an equal opportunity to participate in the program?

4. Is the institution currently receiving financial assistance from agencies other than the National School Lunch Program, School Breakfast Program, Child and Adult Care Program, Summer Food Service Program, and/or Special Milk Program administered by Special Nutrition Program? YES NO

If YES, please give details:

5. Has any federal agency notified the institution of any non-compliance with the Civil Rights Act of 1964? YES NO

If YES, please give details including dates, names, and results:

REHABILITATION ACT OF 1973 (SECTION 504)

6. Are there any policies, practices, or architectural barriers that limit or deny participation or employment in the program because of disability? YES NO

If YES, explain:

7. Are there any policies or practices that result in different treatment of participants, applicants, or employees according to any disability? YES NO

If YES, explain:

8. If the institution employs 15 or more people, has the institution designated a coordinator to carry out Section 504 requirements? YES NO

If YES, enter the name of the coordinator and title:

Name of Coordinator	Title

9. If the institution employs 15 or more people, has the institution established grievance procedures that incorporate appropriate due process standards? YES NO NA

If yes, do these procedures provide for the prompt and equitable resolution of complaints that allege an action prohibited by Section 504 of the rehabilitation Act of 1973? YES NO

If yes, has the institution informed the public of the right to file a complaint and of the filing procedure? YES NO

If yes, briefly describe how:

10. Has the institution taken steps to notify employees, participants, and applicants that the institution does not discriminate on the basis of disability? YES NO

If YES, do the people notified include those with impaired vision or hearing and members of unions or professional organizations holding collective bargaining or professional agreements? YES NO

If YES, briefly describe:

11. Do all the institution forms, publications, and recruitment materials which inform the public of program benefits and employment opportunities contain the assurance that the institution does not discriminate on the basis of any disability? YES NO

12. Does the institution have a procedure to ensure that the remedial or corrective action has been or will be taken if non-compliance has occurred? YES NO

If YES, explain:

(AUTHORIZED SIGNATURE)

(DATE)

(TITLE)

**SPECIAL NUTRITION PROGRAMS
CHILD AND ADULT CARE FOOD PROGRAM
AGREEMENT**

NAME AND ADDRESS OF INSTITUTION:

AGREEMENT NUMBER:

AGREEMENT APPROVAL DATES: From _____
(to be completed by the State Agency)

To _____

SECTION A

In order to carry out the purpose of the Child and Adult Care Food Program issued thereunder (7 CFR. Part 226), the Arkansas Department of Human Services (hereinafter referred to as the Agency) and the institution, whose name and address appear above, agree as follows:

THE INSTITUTION:

Represents and warrants that it will accept final administrative and financial responsibility for total Child and Adult Care Food Program operations at all centers or homes listed in Section C.

Understands and agrees that any publications by the institution may be freely copied by the Agency or by other institutions.

ARKANSAS DEPARTMENT OF HUMAN SERVICES:

Shall terminate the institution participation in the Program by written notice whenever it is determined by the Agency that the institution has failed to comply with the conditions of the Program. The Agency will not enter into an agreement with any participant, or institution if that institution or any of its officers or employees have been found guilty of fraud in any U.S. Department of Agriculture, Food and Nutrition Service program or other Federally funded programs.

Shall inform the institution of its right to request a review of decisions made by the Agency which affect the participation of an institution in the Program or the institution's claim for reimbursement.

THE AGENCY AND THE INSTITUTION MUTUALLY AGREE TO:

Comply with and meet all responsibilities and requirements set forth in Section D and Section E.

That the institution will be reimbursed under the following method:

For Child/Adult Care Centers: Blended Rate Method _____
For Day Care Home Sponsors: Administrative Cost Payments and Food Service Payments _____

SECTION B

THE INSTITUTION CHOOSES TO RECEIVE FOR ITS CHILD CARE OR ADULT DAY CARE CENTERS:

Cash in Lieu of Commodities _____ or Donated Commodities _____
(CASA-1) 1 of 12

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SECTION D
(General Assurance)

The Agency agrees to reimburse institutions for meals served to children or adult participants at centers/facilities under their administration during the period hereinafter stated. During any contract period, the amount of reimbursement will be determined as follows:

For centers and organizations sponsoring centers, the reimbursement will be determined by meals times(x) rates (national rates). A blended rate is calculated by determining the number of eligible participants in the three categories (free, reduced, paid) utilized for reimbursement purposes.

During any fiscal year, administrative cost payments to a sponsoring organization of a day care family home may not exceed the lesser of (1) actual expenditures for the costs of administering the program less income to the program; or (2) the amount of administrative costs approved by the State Agency in the sponsoring organization budget; or (3) the sum of the products obtained by multiplying each month the sponsoring organization number of homes by the appropriate rate; or (4) 30% of the total Food Reimbursement and Administrative rates.

The institution represents and warrants that:

It is a public institution, or is a non-profit private institution which has the 501-c-3 tax-exempt status under the Internal Revenue Code of 1954, or is a for-profit institution that has at least 25% of its enrollment in the free or reduced category or has at least 25% of enrolled children that participate in the voucher program.

All centers and day care homes listed in Section C have State or Federal license/registration.

It is responsible for or provides organized, nonresidential child or adult care and provides assistance for food service in nonresidential child or adult care facilities.

That the centers and day care homes listed on Section C have food service facilities or contract for food services.

It accepts final administrative and financial responsibility for the conduct of the food service in each of the centers and day care homes listed on Section C.

Each of the centers listed on Section C of this Agreement is a public or private, nonprofit center, or a Proprietary Title XX center.

The Agency and institution mutually agree that:

Section C and the application hereof shall be part of this Agreement.

Centers and day care homes may be added to or deleted from Section C as need arises with written approval from the Agency.

The terms used in this Agreement have the same meaning set forth in the Federal Regulations.

The Agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and Arkansas Department of Human Services may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement and the regulations governing the Program have not been fully complied with by the institution. Any termination of this Agreement by Arkansas Department of Human Services shall be in accordance with the Federal Regulations. No termination or expiration of this Agreement, however, shall affect the obligation of the institution to maintain and retain records and to make such records available for audit.

The Institution agrees to:

1. That a representative of the State Agency, a representative of the Department of Agriculture, and/or other State or Federal officials have the right to make announced or unannounced reviews of the meal service or meal service records during the institution's normal hours of child care or adult day care operation. The official making a review will show photo identification demonstrating employment with one of the above mentioned entities.
2. Operate a nonprofit food service.
3. Serve meals that meet all requirements specified in this Agreement during a period designated as the attendance period by the institution. Meals served outside approved time frames will not be claimed for reimbursement.
4. Serve meals in accordance with the written policy developed in accordance with the Federal Regulations.
5. Disburse the full amount of food service payment to each day care home listed on Section C on the basis of the number of meals by type served. However, the institution may withhold from Program payments to each home an amount equal to costs incurred for the provision of Program foodstuffs or meals by the institution on behalf of the home on condition that the home provider's written consent to this arrangement is on file with the institution.
6. Provide adequate supervisory and operational personnel for the effective management and monitoring of the Program at all child care and adult day care centers/facilities under its administration. As part of its management plan, a sponsoring organization of day care homes must document that, to perform monitoring, it will employ the equivalent of one full-time staff person for each 50 to 150 day care homes it sponsors (sponsoring organization of centers – one staff person for each 25 to 150 centers). At a minimum, such Program assistance shall include:
 - a. Pre-approval visits to each institution/facility for which application is made to discuss Program benefits and to verify that the proposed food service requirements does not exceed the capability of the organization.
 - b. Staff training for all organizations in Program duties and responsibilities prior to beginning Program operations.
 - c. Additional training sessions to be provided not less frequently than annually.
 - d. Reviews of food service operations to assess compliance with meal pattern record-keeping and other Program requirements. Such reviews shall be made not less frequently than:
 - (1) Three (3) times each year at each center, provided at least one review is made during each center's first six (6) weeks of Program operations and not more than six months elapses between reviews.
 - (2) Three (3) times each year at each day care home provided at least one review is made during each day care home's first four (4) weeks of program operations and not more than six (6) months elapses between reviews.
 - (3) Six (6) times each year for each outside-school-hours care center provided at least one review is made during each outside-school-hours care centers first four (4) weeks of Program operations and not more than three (3) months elapses between reviews. Documentation of reviews as well as corrective action must be maintained.
7. Maintain information concerning the dates and amounts of disbursements to each center or facility.
8. Disburse any advance payments for day care homes to each of the operating homes under its administration immediately upon receipt from the Agency no later than the fifth (5th) working day following receipt of funds for the month for which the advance is payable. If advances are disbursed by the institution prior to receipt of the home's records, such payments shall be based on the number of meals projected to be served to enrolled participants at each day care home during the period covered by the advances, multiplied by the applicable payment rate.

9. Disburse reimbursement payments to centers/homes within five (5) working days of receipt of payments from the Agency.
10. Make written requests for review of negative action by the Agency within fifteen (15) calendar days of receipt of notice of negative action by the Agency if such review is desired by the institution. Institutions may request review of any negative action taken by the Agency which affects the participation of an institution or its facilities in the Program or the institution's claim for reimbursement.
11. Submit claims for reimbursement by the 10th day of the month following the month covered by the claim.
12. Repay unearned advance payments if, during the fiscal year the Agency determines that the amount of advance payments made to the institution less reimbursement earned by the institution will not be supported by claims for reimbursement anticipated for the remainder of the fiscal year.
13. Claims for reimbursement submitted 60 days after the claiming month(s) will not be processed without approval from Food and Nutrition Service Regional Office.
14. Implement an inventory system.
15. Assure that all meals claimed for reimbursement meet the meal requirements described in Section F of this Agreement.
16. Assure that food is prepared and served only in amounts sufficient to serve each enrolled participant one meal at each meal service.
17. Assure that each day care home and day care center under its administration has been licensed to operate in the Program and that minimum standards for day care homes and day care centers in Arkansas are continuously met including capacity limitations.
18. Pricing programs will no discrimination against any child/adult because of his/her inability to pay the full price of the meals and assure that there will be no overt identification of any such child.
19. Claim reimbursement for only the type or types of meals specified in the Agreement and at such other rates as the Agency may subsequently assign.
20. Maintain all financial records required to ensure an audit trail. These records include but are not limited to: itemized receipts of food and non-food purchases used in the preparation and service of meals, labor costs, utility bills, equipment purchases, and all other expenses incurred as a result of your food service operation.
21. Maintain full and accurate records of the Program as prescribed by the Agency. If the institution contracts with a food service management company for the preparation, delivery, or service of meals, ensure that the books and records pertinent to the contract will be fully and accurately maintained by the food service management company. All the aforementioned records shall be maintained for a period of five (5) years from the date of submission of the final Financial Status Report or the fiscal year which they pertain and shall be available for inspection or audit by the Agency and the Federal government at the designated place during normal operating hours of the center.
22. Maintain necessary facilities for the storing, preparing, and serving of food.
23. Observe proper sanitation and health standards in conformance with all applicable State and local laws and regulations in operating the food service.

24. Purchase in as large quantities as may be efficiently utilized in the food program or foods designated as plentiful by the Agency.
25. Accept responsibility for the fulfillment of the terms of the Agreement and enter into a written contract in accordance with the Federal Regulations if the institution contracts with a food service management company for the preparation of utilized meals (with or without milk), and if total reimbursement under this Agreement will exceed \$10,000 follow the bid procedures specified in the Federal Regulations.
26. If for-profit or Proprietary Title XX child or adult center, institution must submit documentation that it is currently providing nonresidential day care services for which they receive compensation under Title XX of the Social Security Act and certification or (when funding is available) that no less than 25% of enrolled children or adults or 25% of licensed capacity (whichever is less) are considered to be in the free or reduced category and participate in the meal service for each calendar month that a claim is submitted for reimbursement.
27. Adult day care centers shall provide a community-based group program designed to meet the needs of functionally impaired adults through an individual plan of care. Such a program shall be a structured, comprehensive program that provides a variety of health, social, and related support services to enrolled adult participants. Adult day care centers shall have Federal, State, or local licensing or approval to provide day care services to functionally impaired adults or individuals who are 60 years of age or older in a group setting outside their home or a group living arrangement on a less than 24-hour basis.
28. All institutions that receive Federal funding in the Child and Adult Care Food Program must have financial viability, be administratively capable, and have in effect internal controls to ensure Program accountability.
29. The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement. 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 Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the Program applicant agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, The Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

30. Comply with all Federal and State Regulations in 7 CFR Part 226 and any changes there to or in State Regulations promulgated with authority of 7 CFR Part 226. Will not violate any State and or Federal laws in the administration and fulfillment of this Agreement.

SECTION E
RECORD KEEPING REQUIREMENTS
(Specific Assurance)

The institution must keep full and accurate records respecting its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. Those institutions with more than one center or multiple day care homes approved for participation in the Program must maintain separate records for each program. The records include the following:

MEALS:

- a. Daily number of meals served to children/adult participants by type of meal.
- b. Day care centers must have daily menus, including the quantities of components prepared.
- c. Day care family homes must maintain a menu that includes the quantities served to individual children.

PROGRAM EXPENDITURES:

Full and accurate records, including source documents (itemized receipts), must be maintained for all costs claimed in accordance with the financial management system prescribed by the Agency, i.e. monthly food bills, non-food items.

ADMINISTRATION:

- a. Licensing status.
- b. Tax-exempt status (private institutions only).
- c. Family size and income data for each child/adult participant enrolled at day care centers and claimed in either the free or reduced price category in the appropriate fiscal year. Free and reduced price data for day care home provider's own/residential children.
- d. Documentation of periodic visits to centers and day care homes to monitor compliance with applicable regulations and policies.
- e. Payments to centers and day care homes.
- f. Free and reduced price meal policy statement.
- g. Enrollment forms on each child/adult participant claimed under the Program.
- h. Daily attendance records for enrolled children/adult participants.

**SECTION F
MEAL PATTERN REQUIREMENTS**

Reimbursable meals served to infants, children, or adult participants in the Child and Adult Care Food Program shall contain (**as a minimum**) the indicated meal pattern quantities and food components.

INFANT CARE MEAL PATTERN

Meals served to infants ages birth through 11 months must meet the requirements described in this meal pattern. Foods included in the infant meal must be of a texture and a consistency that are appropriate for the age of the infant being served. Either breast milk or iron-fortified infant formula must be served for the entire first year.

Age	Breakfast	Lunch or Supper	Snack
Birth through 3 months	4-6 fluid ounces breast milk* or formula**	4-6 fluid ounces breast milk* or formula**	4-6 fluid ounces breast milk* or formula**
4 months through 7 months	4-8 fluid ounces breast milk* or formula** 0-3 tablespoons infant cereal***	4-8 fluid ounces breast milk* or formula** and 0-3 tablespoons infant cereal*** and 0-3 tablespoons fruit or vegetable or both	4-6 fluid ounces breast milk* or formula**
8 months up to first birthday	6-8 fluid ounces breast milk* or formula** and 2-4 tablespoons infant cereal and 1-4 tablespoons fruit and/or vegetable or both	6-8 fluid ounces breast milk* or formula** and 2-4 tablespoons infant cereal*** and/or 1-4 tablespoons meat, fish, poultry, egg yolk, or cooked dry beans or peas, or ½ - 2 ounces cheese, or 1-4 tablespoons cottage cheese, cheese food, or cheese spread and 1-4 tablespoons fruit or vegetable or both	2-4 fluid ounces breast milk* or formula** or fruit juice**** and 0-1/2 slice bread or 0-2 crackers*****

* It is recommended that breast milk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breast milk per feeding, a serving of less than the minimum amount of breast milk may be offered, with additional breast milk offered if the infant is still hungry

** Iron-fortified infant formula

*** Iron-fortified dry infant cereal

**** Full-strength fruit juice

***** Made from whole-grain or enriched meal or flour

CHILD CARE MEAL PATTERN

When children over age one participate in the Program, the total amount of food authorized in the meal pattern set forth below shall be provided in order to qualify for reimbursement. Children age 12 and up may be served adult size portions based on the greater food needs of older children, but shall be served not less than the minimum quantities specified in this section for children age 6 through 12 years.

For purposes of the requirements outlined in this paragraph, a cup means a standard measuring cup.

Bread, pasta or noodle products, and cereal grains shall be whole grain or enriched; cornbread, biscuits, rolls, muffins, etc. shall be made with whole grain or enriched meal or flour; cereal shall be whole grain or enriched or fortified.

	Children 1 and 2 years	Children 3 through 5 years	Children 6 through 12 years
Breakfast			
Milk, fluid	½ cup (4 ounces)	¾ cup (6 ounces)	1 cup (8 ounces)
Juice or fruit or vegetable	¼ cup	½ cup	½ cup
Bread, bread alternate**** and/or cereal			
enriched or whole grain	½ slice (½ ounce)	½ slice (½ ounce)	1 slice (1 ounce)
Bread or	¼ cup*	1/3 cup**	¾ cup***
Cereal: Cold dry or	¼ cup	¼ cup	½ cup
Hot cooked			
AM or PM snack (supplement)			
(select 2 of these 4 components)			
Milk, fluid	½ cup (4 ounces)	½ cup (4 ounces)	1 cup (8 ounces)
Meat or meat alternate	½ ounce	½ ounce	1 ounce
Juice or fruit or vegetable	½ cup	½ cup	¾ cup
Bread, bread alternate**** and/or cereal			
enriched or whole grain	½ slice (½ ounce)	½ slice (½ ounce)	1 slice (1 ounce)
Bread or	¼ cup*	1/3 cup**	¾ cup***
Cereal: Cold dry or	¼ cup	¼ cup	½ cup
Hot cooked			
Lunch or Supper			
Milk, fluid	½ cup (4 ounces)	¾ cup (6 ounces)	1 cup (8 ounces)
Meat or meat alternate (lean meat or poultry or fish)	1 ounce	1 ½ ounces	2 ounces
Cheese	1 ounce	1 ½ ounces	2 ounces
Egg	1 large egg	1 large egg	1 large egg
Cooked dry beans or peas	¼ cup	3/8 cup	½ cup
Peanut butter	2 tbsps.	3 tbsps.	4 tbsps.
Yogurt (plain or flavored)	½ cup	¾ cup	1 cup
(Or an equivalent quantity of any combination of the above meat/meat alternates)			
Vegetable and/or fruit (total of <u>two</u> or more)	¼ cup	½ cup	¾ cup
Bread or bread alternate**** enriched or whole grain	½ slice (½ ounce)	½ slice (½ ounce)	1 slice (1 ounce)

* ¼ cup (volume) or 1/3 ounce (weight)

** 1/3 cup (volume) or ½ ounce (weight)

*** ¾ cup (volume) or 1 ounce (weight)

**** Refer to Food Buying Guide “Grains and Breads” for equivalent quantities

ADULT CARE MEAL PATTERN

The meals served to adult participants in the Child and Adult Care Food Program shall contain the indicated meal pattern quantities and food components in order to qualify for reimbursement. Adult centers may choose to implement the “offer vs. serve” option (as described on following page).

Breakfast			Adult Participants
Milk, fluid Juice or fruit or vegetable Bread and/or cereal* enriched or whole grain Bread or Cereal: Cold dry or Hot cooked			1 cup (8 ounces) ½ cup 2 slices (or 2 servings the equivalent quantity of 2 ounces) 1½ cups (or 2 ounces) 1 cup
AM or PM snack (supplement)			
(select 2 of these 4 components) Milk, fluid Meat or meat alternate Juice or fruit or vegetable Bread and/or cereal* enriched or whole grain Bread or Cereal: Cold dry or Hot cooked			1 cup (8 ounces) 1 ounce ½ cup 1 slice (1 ounce) ¾ cup (or 1 ounce) ½ cup
Lunch or Supper			
Milk, fluid Meat or meat alternate (lean meat or poultry or fish) Cheese Egg Cooked dry beans or peas Peanut butter Yogurt (plain or flavored) (Or an equivalent quantity of any combination of the above meat/meat alternates) Vegetable and/or fruit (total of <u>two</u> or more) Bread or bread alternate* enriched or whole grain			1 cup (8 ounces) - (none required at supper meal) 2 ounces 2 ounces 1 large egg ½ cup 4 tablespoons 1 cup 1 cup 2 slices (or 2 servings the equivalent quantity of 2 ounces)

- Refer to Food Buying Guide “Grains and Breads” for equivalent quantities

ADULT “OFFER VERSUS SERVE” OPTION

Each adult day care center shall **offer** its adult participants all of the required components (as stated on the Adult Care Food Program Meal Pattern for breakfast, lunch and supper). However, **at the discretion of the adult day care center**, adult participants may be permitted to **decline**:

- a) **one** of the four food items (one serving of milk, one serving of vegetable or fruit and two servings of bread or bread alternate) required at **breakfast**.
- b) **two** of the six food items (one serving of milk, one serving of meat or meat alternate, two servings of vegetable and/or fruit, and two servings of bread or bread alternate) required at **lunch**.
- c) **two** of the five food items (one serving of meat or meat alternate, two servings of vegetable and/or fruit, two servings of bread or bread alternate) required at **supper**.

The price of a reimbursable meal shall not be affected if an adult participant chooses to decline a food item.

The “offer vs. serve” option is not applicable to the snack meal. A sufficient quantity of two components must be served for a snack meal to be eligible for reimbursement.

Meal Planning. Institutions shall plan for and order meals on the basis of current participation trends, with the objective of providing only one meal per participant at each meal service. Records of participation and of ordering or preparing meals shall be maintained to demonstrate positive action toward this objective. Regardless of amount of food prepared, only one meal per participant may be claimed for reimbursement at any approved meal service (breakfast, lunch, snack, or supper).

Sanitation. Institutions shall ensure that in storing, preparing, and serving food, proper sanitation and health standards are met which conform with all applicable State and local laws and regulations. Institutions shall ensure that adequate facilities are available to store food or hold meals.

Individual Substitutions. Substitutions of required food components shown in the Child and Adult Care Food Program Meal patterns may be made if individual participants are unable, because of medical or other special dietary needs, to consume such foods. Substitutions because of medical needs shall be made only when supported by a statement from a recognized medical authority, which includes recommended alternate foods.

Additional Food. To improve the nutrition of children over one year of age or adult participants, additional foods may be served with each meal (breakfast, lunch, snack, or supper); however, these additional foods may never be served in place of any required component.

Family-Style Meal Service. Meals may be served in a family-style setting provided that a sufficient amount of all required components are prepared.

CERTIFICATION STATEMENT

The Arkansas Department of Human Services and institution mutually agree that if the Arkansas Department of Human Services has reason to believe that an institution or food management company has engaged in any unlawful, fraudulent act with respect to the Child and Adult Care Food Program, evidence found in compliance reviews, investigations, or other audits shall be a basis for non-payment of claims for reimbursement and termination from the Program.

This Agreement shall be effective commencing _____ and ending _____ unless terminated earlier as herein provided.

This Agreement to reimburse the institution for meals served to eligible participants is conditioned upon continued availability of funds appropriated for Program purposes in a sufficient amount and no legal liability on the part of the government for the payment of any money shall arise unless and until such appropriations shall have been provided.

As authorized representative of _____, I understand, (NAME OF INSTITUTION) accept financial responsibility, and assure compliance to the terms and stipulations of this Agreement. I certify to the best of my knowledge that all information provided in this Application/Agreement is true and correct. I understand that this information is being given in connection with the receipt of Federal funds. I understand that Agency officials may, for cause, verify this information and that any deliberate misrepresentation may subject me and any other responsible person of this institution to prosecution under applicable Federal and/or State criminal laws.

(AUTHORIZED SIGNATURE – INSTITUTION)

(SIGNATURE – AR DEPARTMENT OF HUMAN SERVICES)

(TITLE)

(TITLE)

(DATE)

(DATE)

**SPECIAL NUTRITION PROGRAMS
PUBLIC RELEASE VERIFICATION**

USDA regulations require that all Special Nutrition Programs participants submit an annual public release to the news media (use Public Release form SNP-8). The news media that the release is submitted to **MUST** be in the area from which the institution draws its attendance. **The State Agency does not require the sponsor to pay for the announcement; however, the public release must be submitted to the news media.**

On the date indicated below, a public release was submitted to the news media:

DATE _____

NAME OF MEDIA _____

TYPE OF MEDIA _____

LOCATION OF MEDIA _____

(Do not send SNP a copy of the actual release. Your signature below affirms that the recommended public release was provided to the media indicated.)

(AUTHORIZED SIGNATURE)

(DATE)

Public Release Data

This is the public release that _____ will send to:
(NAME OF INSTITUTION)

(NAME OF NEWS MEDIA, GRASSROOTS ORGANIZATIONS, EMPLOYMENT SECURITY DIVISION, OUTLETS)

On _____ (These groups must be advised of program availability, any new programs, or changes in existing programs.)
(DATE)

PUBLIC RELEASE

The

(NAME OF INSTITUTION)

today announced its sponsorship of the USDA Food Program. Meals will be available at no separate charge or at a reduced charge to enrolled persons at the participating institution(s) listed below. In accordance with Federal law and the United States Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (Voice and TDD). USDA is an equal opportunity provider and employer.

(INSERT LIST OF CENTERS HERE)

Center(s): _____

Address: _____

GUIDELINES FOR FREE AND REDUCED MEALS EFFECTIVE FROM JULY 1, 2006 TO JUNE 30, 2007

FREE MEALS

REDUCED PRICED MEALS

HOUSEHOLD SIZE	ANNUAL	MONTH	WEEK		ANNUAL	MONTH	WEEK
1	12,740	1,062	245		18,130	1,511	349
2	17,160	1,430	330		24,420	2,035	470
3	21,580	1,799	415		30,710	2,560	591
4	26,000	2,167	500		37,000	3,084	712
5	30,420	2,535	585		43,290	3,608	833
6	34,840	2,904	670		49,580	4,132	954
7	39,260	3,272	755		55,870	4,656	1,075
8	43,680	3,640	840		62,160	5,180	1,196
For each additional Family member add	+ 4,420	+ 369	+ 85		+6,290	+ 525	+ 121

 Authorized Signature

**Special Nutrition Programs
Child and Adult Care Food Program (CACFP)
Application for Participation & Budget/Management Plan
Sponsoring Institutions**

<p>1. NAME AND MAILING ADDRESS OF SPONSORING INSTITUTION</p> <p>(Please include street address if P.O. Box)</p> <p>TELEPHONE: ()</p> <p>COUNTY:</p>	<p>2a. NAME AND TITLE OF ADMINISTRATOR (Authorized Sponsoring Institution representative who will sign claims)</p> <hr/> <p>2b. NAME AND TITLE OF CACFP SPONSORING INSTITUTION REPRESENTATIVE (Individual who can be contacted for Program Information)</p> <hr/> <p>2c. Please give the street address where the CACFP records are maintained.</p>
<p>4A. DOES INSTITUTION PARTICIPATE IN THE HEAD START PROGRAM? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>4B. DOES YOUR INSTITUTION OPERATE THE CACFP IN ANY OTHER STATES? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>3. IS THIS A PRIVATE INSTITUTION? (Private means non-governmental) <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>(If "YES", attach a copy of the letter from IRS documenting tax-exempt status).</p>
<p>4C. DOES YOUR INSTITUTION PARTICIPATE IN ANY OTHER FEDERALLY-FUNDED PROGRAMS? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>(If "YES", give name of program and dates of participation.)</p>	<p>4D. DOES YOUR INSTITUTION NOW PARTICIPATE OR HAS YOUR INSTITUTION PARTICIPATED IN PROGRAM(S) FUNDED THROUGH THE FOOD AND NUTRITION SERVICE IN THE PAST SEVEN YEARS? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "YES", Specify)</p>
<p>4E. DOES CENTER RECEIVE TITLE XIX IN MEAL FUNDING OR COMMODITIES? <input type="checkbox"/> YES <input type="checkbox"/> NO</p>	

5. NUMBER OF FACILITIES WITH FOOD SERVICE UNDER YOUR ADMINISTRATION

(A) CHILD CARE CENTERS	(B) ADULT CARE CENTERS	(C) OUTSIDE SCHOOL HOURS CARE CENTERS	(D) PROPRIETARY TITLE XIX OR TITLE XX CENTERS	(E) DAY CARE HOMES
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6A. TOTAL NUMBER OF PARTICIPANTS ENROLLED AT FACILITIES UNDER YOUR ADMINISTRATION

	ADULT	CHILDREN	(a) Free Category	(b) Reduced Price Category	(c) Not Eligible for Free or Reduced Price Category	(d) Total Number of Participants
(1) CENTERS						
(2) PROPRIETARY TITLE XX CTRS.						
(3) PROPRIETARY TITLE XIX CTRS.						
(4) HOMES						
(5) PROVIDER'S OWN CHILDREN						

7. PREPARE AN ANNUAL CACFP BUDGET. BUDGET AMOUNTS MUST BE JUSTIFIED AND EXPLAINED IN DETAIL ON THE ATTACHED BUDGET JUSTIFICATION WORKSHEET.

ADMINISTRATIVE BUDGET SPONSORING INSTITUTIONS (Only costs incurred for the CACFP may be included).	ANNUAL SPONSOR CACFP BUDGET AMOUNT	SNP APPROVED BUDGET AMOUNT
1. TOTAL CACFP ADMINISTRATIVE LABOR		
2. MILEAGE MEALS & LODGING ALLOWANCE		
3. OFFICE SUPPLIES		
4. PRINTING		
5. OFFICE EQUIPMENT		
6. POSTAGE		
7. CAR RENTAL FOR FACILITY MONITORING		
8. TELEPHONE		
9. OFFICE RENT AND MAINTENANCE		
10. UTILITIES		
11. COMMODITY DISTRIBUTION		
12. CONSULTANT SERVICES		
13. PROVIDER TRAINING		
14. STAFF TRAINING AND DEVELOPMENT		
15. INSURANCE		
16. MISCELLANEOUS		
BUDGET IS BASED ON _____ CENTERS / HOMES.	TOTAL	TOTAL

BUDGET JUSTIFICATION WORKSHEET

1A. ADMINISTRATIVE LABOR (CACFP MONITORING includes scheduling, travel, review, follow-up activity, report writing)

NAME	TOTAL CACFP HOURS PER WEEK	GROSS SALARY PER HOUR	TOTAL CACFP MONITORING HOURS PER WEEK	CACFP MONITORING SALARY PER WEEK	TOTAL CACFP ANNUAL MONITORING SALARY	ANNUAL FRINGE BENEFITS **
TOTAL CACFP TIME/SALARY MONITORING						

1B. ADMINISTRATIVE LABOR (CACFP GENERAL includes all administrative responsibilities except monitoring)

NAME	TOTAL CACFP HOURS PER WEEK	GROSS SALARY PER HOUR	TOTAL CACFP GENERAL HOURS PER WEEK	CACFP GENERAL SALARY PER WEEK	TOTAL CACFP ANNUAL GENERAL SALARY	ANNUAL FRINGE BENEFITS
TOTAL CACFP TIME/SALARY GENERAL						

** include only CACFP employee share of Social Security, insurance, other

TOTAL CACFP ADMINISTRATIVE LABOR:

Total annual salary (CACFP Monitoring) \$ _____ (including fringe benefits)
 Total annual salary (CACFP General) \$ _____ (including fringe benefits)
 TOTAL ANNUAL SALARY \$ _____ (line 1 – page 2)

2. MILEAGE, MEALS, AND LODGING ALLOWANCE: Include mileage, meals, and lodging for facility reviews/visits. Mileage/meals/lodging for provider training should be shown in item 13. Mileage/meals/lodging for staff training and development should be shown in item 14.

TOTAL \$_____ (line 2 – page 2)

3. OFFICE SUPPLIES: Any item with a unit value of under \$500 or a life expectancy of one year or less is considered a supply. Include general office supplies such as paper and desk supplies. Also include computer paper and software.

TOTAL \$_____ (line 3 – page 2)

4. PRINTING: Include forms and handbooks. Specify kinds and numbers of the major forms to be printed (such as menus, meal counts, enrollment forms, training materials, newsletters, etc.)

TOTAL \$_____ (line 4 – page 2)

5. OFFICE EQUIPMENT: Items greater than \$500 are considered equipment, include computer equipment to be purchased or leased. Specify leased vs. purchased equipment. Supply SNP with a copy of any lease contracts that have been entered in the last year or are being contemplated.

TOTAL \$ _____ (line 5 – page 2)

6. POSTAGE:

TOTAL \$ _____ (line 6 – page 2)

7. CAR RENTAL FOR FACILITY MONITORING:

TOTAL \$ _____ (line 7 – page 2)

8. TELEPHONE: Indicate if reviewers are reimbursed for telephone expenses.

TOTAL \$ _____ (line 8 – page 2)

9. OFFICE RENT AND MAINTENANCE: Include rent for office and storage facilities and cleaning contracts.

TOTAL \$ _____ (line 9 – page 2)

10. UTILITIES:

TOTAL \$ _____ (line 10 – page 2)

11. COMMODITY DISTRIBUTION: Indicate what costs will be incurred. Describe the costs that will be incurred.

TOTAL \$ _____ (line 11 – page 2)

12. CONSULTANT SERVICES: Examples of consultant services include legal or accounting services. Special Nutrition Programs requests copies of all contracts.

TOTAL \$ _____ (line 12 – page 2)

13. PROVIDER TRAINING: Include mileage, meals, and lodging for staff conducting training. Include rental of facilities or equipment. Specify number of workshops to be given (mileage/meals/lodging in this category should not be included in line 2).

TOTAL \$ _____ (line 13 – page 2)

14. STAFF TRAINING AND DEVELOPMENT: - Include mileage, meals, lodging, rental of facilities or equipment, and other costs to be incurred for staff training. Include registration fees for workshops. Out-of state travel requires SNP pre-approval. (Information in this category should not be included on line 2.)

TOTAL \$ _____ (line 14 – page 2)

15. INSURANCE: - List type of insurance

TOTAL \$ _____ (line 15 – page 2)

16. MISCELLANEOUS: Specify all items and the individual cost of each.

TOTAL \$ _____ (line 16 – page 2)

17. DESCRIBE THE PROCEDURE FOR COLLECTING RECORDS FROM EACH FACILITY SHOWING THE NUMBER OF CHILDREN SERVED EACH DAY, COSTS CLAIMED, AND FAMILY SIZE AND INCOME INFORMATION. IN ADDITION, FOR HOMES, DESCRIBE THE PROCEDURES FOR DETERMINING WHETHER HOME IS TIER I OR TIER II AND FOR DETERMINING ELIGIBILITY OF PROVIDER'S CHILDREN FOR REIMBURSEMENT. DESCRIBE WHAT METHOD WILL BE USED TO COLLECT RECORDS AND HOW FREQUENTLY THESE RECORDS ARE COLLECTED? WHERE WILL THESE RECORDS BE MAINTAINED ON FILE?

18. DESCRIBE YOUR SYSTEM FOR DISBURSING CACFP REIMBURSEMENT TO FACILITIES UNDER YOUR ADMINISTRATION WITHIN 5 DAYS OF RECEIPT FROM SNP. (Reimbursement for a facility cannot exceed the CACFP meals claimed for that facility by the Sponsoring Institution. All operating reimbursement claimed for a day care home/center must be distributed to it.)

19. DESCRIBE YOUR PROCEDURE FOR CONDUCTING PRE-APPROVAL VISITS TO EACH PROPOSED CHILD CARE FACILITY. Attach a copy of the Pre-Approval Evaluation Form.

20. PROVIDE A SCHEDULE FOR MONITORING FACILITIES THAT PARTICIPATE IN THE CACFP UNDER YOUR ADMINISTRATION. (Each home/center must be reviewed at least three times each year, including one review during the first four (4) weeks of CACFP operations. Reviews cannot be more than six (6) months apart. All visits must be unannounced. Based on new requirements, sufficient monitoring time must be allotted to meet these requirements.

21. PROVIDE AN ESTIMATE OF THE **ETHNIC** MAKEUP OF THE POPULATION TO BE SERVED FROM SOURCES SUCH AS CENSUS TRACT DATA, PUBLIC SCHOOL DATA, HOUSING AUTHORITY DATA, ETC.

_____ % Hispanic or Latino
_____ % Not Hispanic or Latino

PROVIDE AN ESTIMATE OF THE **RACIAL** MAKEUP OF THE POPULATION TO BE SERVED FROM SOURCES SUCH AS CENSUS TRACT DATA, PUBLIC SCHOOL DATA, HOUSING AUTHORITY DATA, ETC.

_____ % American Indian/Alaskan Native
_____ % Black or African
_____ % White
_____ % Asian
_____ % American Native Hawaiian or Other Pacific Islander
_____ % **Total must = 100%**

Describe efforts to be used to assure that minority populations have equal opportunity to participate. Describe efforts to be used to contact minority and grassroots institutions about the opportunity to participate in the food program.

I certify that the information on this Application is true to the best of my knowledge. I will accept final administration and financial responsibility for total CACFP operations at the facilities under my sponsorship and that reimbursement will be claimed only for meals served to enrolled children. The CACFP will be available to all eligible children without regard to race, color, age, national origin, sex, or disability at approved food service facilities. I understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

(AUTHORIZED SIGNATURE)

(DATE)

**ARKANSAS DEPARTMENT OF HUMAN SERVICES
SPECIAL NUTRITION PROGRAMS
OFFICERS AND EMPLOYEES
(If Applicable)**

(NAME OF INSTITUTION)

Federal regulations require that Special Nutrition Programs have on file information regarding all members of the Board of Directors and employees of institutions that participate in any USDA Federally funded food program. No more than **49%** of the total make-up of the Board of Directors may be (1) employees receiving compensation from the institution and/or (2) family members (relationship by blood or by marriage). **This office must be advised immediately of any changes in the board membership or key employees such as the Director or any authorized personnel.**

1. BOARD MEMBERS (attach additional pages if necessary):

Name and Address of Board Member Of above Institution	Position Held On this Board	Receives any Compensation (salary or other) (yes or no)	Related to any other Board Member(s) (yes or no)	Relationship to other Board Member(s) (by blood or marriage)

AUTHORIZED SIGNATURE

DATE

2. OWNERS (For-Profit only):

DATE OF BIRTH (required):

3. EMPLOYEES:

Names of Employees	DOB (Required)	Does this employee have a second job (outside or within the institution)?	# of hours (day/evening) this employee works at the second job	Does this outside employment constitute a real or apparent conflict of interest to <u>CACFP</u> duties?

**Arkansas Department of Human Services
Division of Child Care and Early Childhood Education
Special Nutrition Programs
Family Day Care Home Agreement**

As a family day care home provider, I am aware that approximately 12 sponsoring institutions are available in Arkansas to sponsor family day care homes in the Child and Adult Care Food Program. I understand that I may not change sponsoring institutions without approval of the Special Nutrition Programs. I further understand that the sponsoring institutions are non-profit institutions that are not employed by Special Nutrition Programs or the United States Department of Agriculture.

If I have concerns about the Program, I am encouraged to write to **Special Nutrition Programs, P.O. Box 1437, Slot S-155, Little Rock, Arkansas 72203-1437** or call the Little Rock office at **1-800-482-5850 extension 2-8869 (statewide) or 682-8869 (local)**.

This Agreement entered into this _____ day of _____ 20____ between:

_____ of _____ and
(SPONSORING INSTITUTION) (INSTITUTION'S ADDRESS)

_____ of _____
(PROVIDER'S FULL NAME) (PROVIDER'S ADDRESS)

This Agreement specifies the rights and responsibilities of the above Sponsoring Institution and the above Family Day Care Home Provider as participants in the Child and Adult Care Food Program.

RIGHTS AND RESPONSIBILITIES OF THE SPONSORING INSTITUTION

1. In accordance with Child and Adult Care Food Program (CACFP) regulations, the sponsoring institution agrees to:
 - a. Train family day care home providers before they begin participation in the CACFP.
 - b. Offer additional training sessions scheduled at a time and place convenient to their providers.
 - c. Respond to a provider's request for technical assistance.
 - d. Provide CACFP record keeping forms to the provider.
 - e. Pay providers in a timely manner. Each sponsor (that elects to receive advance payments) shall disburse any reimbursement payments for food service due to each day care home within five working days of receipt from the State agency.
 - f. Not charge a service fee to the provider for participation in the CACFP.
 - g. Assure that all meals claimed for reimbursement are served to enrolled children without regard to color, race, age, sex, national origin, or disability, and that all meals claimed for reimbursement meet the meal pattern component and quantity requirements in the CACFP. Only approved meal types in the provider's Application for Participation will be reimbursed.

2. The sponsoring institution has the right to make unannounced visits to day care homes to review their CACFP records and meal documentation during their normal hours of child care operations. The purpose of a visit/review is to ensure that the facility food program is operating in accordance with CACFP regulations. The official making a review will show photo identification demonstrating employment with the sponsoring institution.

3. The sponsoring institution or the home provider may terminate this Agreement to participate in the CACFP for cause or for convenience.
4. Maximum level of reimbursement will be no greater than the licensed capacity for enrolled children at one time. "Shifts" of children must be explained.
5. The sponsoring institution will maintain the information on family size and income of providers with any residential children being claimed for meal reimbursement.

RIGHTS AND RESPONSIBILITIES OF THE DAY CARE HOME PROVIDER

1. The provider agrees to keep daily records of:
 - a. Meal components by type and serving size.
 - b. Number of meals served by type.
 - c. Personal enrollment data sheet for each child. The provider will promptly advise the sponsoring institution about any change in the number of children enrolled for care or in the home's approved licensing capacity.
 - d. Attendance of enrolled children.
 - e. If more than one time of feeding for any meal, shift explanation with times of meal service.
2. The provider may claim meals served to enrolled children (or foster children) living in the provider's home only if other enrolled children who live outside the provider's home are present during the meal service.
3. The provider agrees to attend training sessions provided by their sponsor no less than annually.
4. The provider agrees to allow representatives from the sponsoring institution and/or the Special Nutrition Programs into the provider's home during the normal hours of child care operations for the purpose of reviewing CACFP records. The provider understands that these visits will be made unannounced. The official making a visit will show photo identification demonstrating employment with one of the above mentioned entities. Visits will be conducted at a minimum of three (3) times per year.
5. The provider agrees to notify the sponsoring institution in advance whenever she/he is planning to be out of the home all day or during a scheduled meal period. If an unannounced visit is conducted by a representative of the sponsoring institution or the Special Nutrition Programs when provider or children are not present (and the provider has not notified the sponsor), claims for meals that would have been served during the unannounced review will be disallowed.
6. The provider agrees to make the meal count and menu records available to the sponsoring institution by the _____ day of each month.
7. The provider agrees to serve meals that meet the CACFP component and quantity requirement for the ages of children being served. Only meals meeting the meal requirements set by USDA may be claimed for reimbursement.
8. The provider agrees to serve meals to all enrolled children without regard to race, color, sex, age, national origin, or disability.
9. No separate charge for meals will be permitted.

10. If so instructed by the sponsoring institution, it is the day care home provider's responsibility to distribute to parents a copy of the sponsoring institution's notice to parents.
11. The day care home provider or the sponsoring institution may terminate this Agreement to participate in the CACFP for cause or convenience. Sponsors are prohibited from enlisting day care home providers who have been under the sponsorship of another institution within the past ninety (90) days. Also, any day care home provider who requests authorization to switch sponsors will not automatically be granted authority to do so. It will only be granted when it is clearly in the best interest of the overall Program.

12. **PROVIDER MUST ANSWER EACH OF THE FOLLOWING QUESTIONS - CIRCLE ONE ANSWER:**

I HAVE / HAVE NOT BEEN CONVICTED OF A BUSINESS-RELATED OFFENSE DURING THE PAST 7 YEARS.

I AM / AM NOT ON THE CHILD AND ADULT CARE FOOD PROGRAMS' NATIONAL DISQUALIFIED LIST.

I WAS PLACED ON THE CHILD AND ADULT CARE FOOD PROGRAMS NATIONAL DISQUALIFIED LIST ON

(DATE)

I UNDERSTAND THAT PROPOSED TERMINATION OR SUSPENSION FOR HEALTH OR SAFETY VIOLATIONS IS APPEALABLE. I HAVE RECEIVED A COPY OF THE APPEAL PROCEDURES FOR DAY CARE HOME PROVIDERS.

(SIGNATURE -PROVIDER) (DATE)

MEALS REQUESTED FOR REIMBURSEMENT PURPOSES

Breakfast _____ AM Snack _____ Lunch _____ PM Snack _____ Supper _____ Late PM Snack _____

Only **three meals per day per child** may be claimed for reimbursement. This can be **two full meals and one snack meal** or **two snack meals and one full meal**.

PROVIDER CIVIL RIGHTS DATA COLLECTION

Actual enrollment data by racial/ethnic category for each family day care home shall be collected by the sponsoring institution each year. Visual identification may be used by homes to determine a child's racial/ethnic category, or the parents of a child may be asked to identify the racial/ethnic group of the child, only after it has been explained and they understand that the collection of this information is strictly for statistical reporting requirements.

HOME'S CURRENT ENROLLMENT BY
RACIAL GROUP
(total must equal enrollment)

American Indian/Alaskan Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White

ETHNIC GROUP

Hispanic or Latino	Not Hispanic or Latino

TIER I ELIGIBLE HOMES

THIS HOME IS ELIGIBLE FOR TIER I REIMBURSEMENT: YES _____ NO _____

IF YES, this determination was made from the following source of information: (check one)

_____ School Data (Name of School) _____

_____ Census Data _____

_____ Low Income Verified

Date of Determination: _____ Date Determination Expires: _____

TIER II HOMES - OPTIONS FOR REIMBURSEMENT

FOR TIER II HOMES ONLY: (check one)

_____ I elect to receive reimbursement at the Tier II rate for all children in my home.

_____ I elect to require the sponsoring institution to collect free and reduced price applications and determine the income eligibility of enrolled children.

_____ I elect to have the sponsoring institution identify only those children in Tier II homes who are considered categorically eligible by virtue of their participation, or their parent’s participation, in a Federally or state supported program with an income eligibility limit that does not exceed the standard for free or reduced price meals. (This option is only possible in those limited situations where the provider knows which enrolled children are categorically eligible or when the sponsoring institution has direct access to eligibility information for other qualifying programs.)

CERTIFICATION STATEMENT

WE CERTIFY that the information in this Agreement is true and correct to the best of our knowledge and that we will comply with the rights and responsibilities outlined in this Agreement. The provider also certifies that he/she is not currently participating in the Child and Adult Care Food Program under any other sponsoring institution.

AUTHORIZED SIGNATURE – SPONSORING ORGNAIZATION	DATE
SIGNATURE - PROVIDER	DATE

UNITED STATES DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION SERVICE
APPLICATION FOR PARTICIPATION FOR FAMILY DAY CARE HOMES
(CHILD AND ADULT CARE FOOD PROGRAM)

Public reporting burden for this collection of information is estimated to average .23 hours for Family Day Care Homes and 3.7 hours for Child or Adult Centers per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20503; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington D.C. 20503.

1. NAME AND ADDRESS OF PROVIDER (if mailing address is different from address of feeding location, please indicate both).

ORGANIZATION

FACILITY NAME:

TELEPHONE: () COUNTY:

2. PROVIDER FULL NAME AND DATE OF BIRTH

3. NAME AND ADDRESS OF SPONSORING

TELEPHONE : ()

4. IS HOME LICENSED? YES NO
(If "YES", attach a copy of license/certificate).

LICENSE # _____ CAPACITY _____

5. AGE RANGE OF ENROLLED CHILDREN:
FROM: _____ TO: _____

6. OPERATING DATA

A. HOURS OF OPERATION:
FROM: _____ TO: _____

B. NO. OF OPERATING DAYS PER WEEK:

C. DO YOU CARE FOR CHILDREN IN SHIFTS? YES NO If YES, explain _____

7. MEAL SERVICE

(√) MEAL SERVED	A. <input type="checkbox"/> BREAKFAST	B. <input type="checkbox"/> AM SUPP	C. <input type="checkbox"/> LUNCH	D. <input type="checkbox"/> PM SUPP	E. <input type="checkbox"/> SUPPER	F. <input type="checkbox"/> LATE SUPP
TIME OF MEAL SERVICE(S)						
NUMBER OF MEALS EXPECTED TO BE SERVED						

8. NUMBER OF CHILDREN PROVIDER TAKES CARE OF DAILY THAT ARE:
ORGANIZATION TO
TIER II
PROVIDER'S OWN/RESIDENTIAL CHILDREN _____
PROVIDERS OWN
PROVIDERS NON-RESIDENTIAL CHILDREN _____

IS FAMILY SIZE AND INCOME INFORMATION:
AVAILABLE AT THE SPONSORING
ESTABLISH ELIGIBILITY OF CHILDREN IN A
HOME RECEIVING TIER I RATES AND
CHILDREN.
 YES NO

I certify that to the best of my knowledge, this home is not participating in the Child and Adult Care Food Program under any other sponsoring organization. I further certify that all of the above information is true and correct. I understand that this information is being given in connection with the receipt of federal funds: that Department officials may, for cause, verify information and that deliberate misrepresentation may subject me to prosecution under applicable state and criminal statutes. The program must be made available to all eligible children regardless of age, sex, disability, race, color, or national origin.

11. SIGNATURE OF SPONSORING ORGANIZATION REPRESENTATIVE	DATE
12. PROVIDER'S SIGNATURE	DATE

DIRECTIONS:

CERTIFICATION CONCERNING
EXECUTIVE ORDER EO-98-04

EXECUTIVE ORDER DISCLOSURE FORM

NAME: _____

ADDRESS: _____
Street CityState/Zip County

PHONE: _____ FAX: _____

CONTRACT NO: _____ FEDERAL NO: _____

CONTRACT EFFECTIVE DATE: _____

I. DISCLOSURE REQUIREMENTS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (I) any position of control, or (II) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

	Current	Former	Term(s) of service
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)	
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)	
3. A state employee	Yes/No (circle one)	Yes/No (circle one)	
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)	

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is:

	Current	Former	Term(s) of service	Relative's name & relationship
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)		
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)		
3. A state employee	Yes/No (circle one)	Yes/No (circle one)		
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)		

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

	Current	Former	Term(s) of Service	Relative's name & relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is a spouse or immediate family member of:

	Current	Former	Term(s) of service	Relative's name & relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.

Signature

Date

Title

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

NAME: _____

ADDRESS: _____
Street CityState/Zip County

PHONE: _____ FAX: _____

CONTRACT NO: _____

CONTRACT EFFECTIVE DATE: _____

DISCLOSURE OF SUBCONTRACTORS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sublessor, or other assignee (hereafter "Third Party"), shall disclose whether such Third Party is a current or former: member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.

Third Party shall indicate below if he/she is:

	Current	Former	Term(s) of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is:

	Current	Former	Term(s) of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

Signature of Third Party

Title

Date

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

6. Do you maintain records that demonstrate that each enrolled person under the age of 60 meets the functional impairment eligibility requirements established under the CFR 226 definition of “functionally impaired adult”?
7. Does your center **annually** collect and maintain current family-size and income information with the social security numbers of adult household members, or Food Stamp/SSI/Medicaid assistance identification numbers for participants classified as eligible for free or reduced price meals?

(AUTHORIZED SIGNATURE)

(DATE)

**SPECIAL NUTRITION PROGRAMS
CHILD AND ADULT CARE FOOD PROGRAM
ADMINISTRATIVE BUDGET**

To ensure Program accountability, the Agricultural Risk Protection Act of 2000 mandates that all institutions that receive Federal funding in the Child and Adult Care Food Program have financial viability, be administratively capable, and have in effect internal controls to ensure Program accountability. Therefore, all institutions that participate in the Program must submit a twelve (12) month administrative budget based on your current enrollment. You may use your institutional fiscal year or the calendar year. **An acceptable budget must be received and approved by the State Agency before your application can be processed.**

Budget Year: From _____ To _____

1. Administrative Labor:

TYPE OF POSITION	SALARY PER HOUR (including fringe benefits)	HOURS PER WEEK	WEEKLY SALARY	ANNUAL SALARY (weekly salary x 52)
Director				\$
Asst. Director				\$
Head Cook				\$
Kitchen Helper(s) (# in this position _____)				\$
Teacher(s) (# in this position _____)				\$
Clerical (# in this position _____)				\$
Other (specify)				\$
Other (specify)				\$
Total Annual Administrative Labor				\$

Explanation (if needed): _____

2. Operational Costs:

ALLOWABLE EXPENSES	ANNUAL AMOUNT
Rent or Lease	\$
Insurance (building and liability)	\$
Transportation Costs	\$
Vehicle Insurance	\$
Equipment (office and kitchen)	\$
Office Supplies (including postage)	\$
Food Purchases	\$
Non-Food Purchases (includes paper products, plastic utensils, disinfectant, etc.)	\$
Utilities (including electric, gas, water)	\$
Telephone (including fax)	
Building Maintenance (including janitorial service and trash pick up)	\$
Licensing Fees	\$
Legal Fees (including CPA and audit costs)	\$
Miscellaneous (specify)	\$
Total Annual Allowable Expenses	\$

Explanation (if needed): _____

3. Income:

SOURCES OF INCOME	ANNUAL AMOUNT
Child Care or Adult Day Care Fees (private pay)	\$
Child Care or Adult Day Care Fees (voucher program)	\$
Medicaid Funding	\$
CACFP Reimbursement (if currently on food program)	\$
Federal Funding	\$
State Funding	\$
Local Funding	\$
Grants	\$
Donations	\$
Total Annual Income	\$

Explanation (if needed): _____

 (AUTHORIZED SIGNATURE)

 (DATE)

For State Agency Use Only:

Annual Budget Reconciliation

Total Annual Administrative Labor	\$ _____
Total Annual Allowable Expenses	\$ _____
Total Annual Income	\$ _____
Annual Profit \$ _____	Annual Loss \$ _____

Agreement Number: _____

Budget Approved: Yes _____ No _____

Comments:

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name /Address of Organization

Name FNS Grant/Cooperative Agreement

Name/Title of Submitting Official

Signature

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to the 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include the Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, leg., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include the Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal agency identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply; Y. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employees(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

**Arkansas Department of Human Services
Special Nutrition Programs Policy CACFP/SFSP 2003-1
Arkansas Program Participation Requirements**

I. POLICY:

The Arkansas Department of Human Services (DHS) Division of Child Care and Early Childhood Education (DCCECE) Special Nutrition Programs (SNP) in accordance with the Agricultural Risk Protection Act of 2000 the following additional requirements for participation in the SNP in order to establish financial viability, administrative capability, and promote internal controls to ensure program accountability. These requirements are in addition to those outlined in law and policy, but are noted in program regulations as actions allowed by the State to ensure and enhance program integrity. Nothing in this policy is intended to alter any obligation or remedy imposed by or available under DHS Policy 1088. To this end the Division requires the following.

II. DEFINITIONS:

(a) Covered institution/organization/sponsors means any entity that seeks to participate in any Child and Adult Care Food Program (CACFP), and the Summer Food Service (SFSP):

- (1)** that has ever been declared to be seriously deficient as defined in 7 CFR Parts 225 or 226, or
- (2)** that is excluded from any DHS program under DHS Policy 1088 and the exclusionary period has passed and all appropriate funds, costs, and penalties owed to DHS or USDA by the applicants are paid in full and the applicant has met all of its contract or grant requirements, as well as all applicant requirements in Federal laws and rules, or
- (3)** that makes initial application to be a Day Care Family Home Sponsor under the Child and Adult Care Food Program or as a Sponsor in the SFSP and is not covered under the previous items, or
- (4)** Where the chief operating officer, the institution, or both have a fiscal history managing a comparable program less than thirty-six (36) months.

(b) Surety Bond means the standard form of performance bond such as usually and customarily written and issued by the surety companies licensed and authorized to do business in the State of Arkansas and listed in Treasury Circular 570 as a company holding a certificate of authority as an acceptable surety on a Federal bond to pay DCCECE upon the institution's failure to comply with all SNP requirements.

III. SUBSTANTIVE RULES:

Compliance with this rule is a condition precedent to participation in any CAFCP or SFSP program.

- (a) Covered CAFCP institutions who fall under items (a) 1, 2 or 3 under section II of this policy are required to obtain a 36-month surety bond with a value of 50% of the institutions estimated annual reimbursement. The agency will calculate this estimate based on a number of factors, such as, licensed capacity, previous billings or claims and discussion with the institution. If the first year reimbursement varies from the estimate by 20% or more a proportional change to the bond will be required for the balance of the 36 months. In addition to their initial review, a second review will occur within six to nine months of the date of the first review. Subsequent reviews will occur no less than once annually for year two and year three. At the end of 36 months the institution will be subjected to monitoring reviews following established program procedures as defined under CFR 226 and State Policy.
- (b) Covered SFSP Sponsors/organizations who fall under items (a) 1,2 3 or 4 under section II of this policy are required to obtain a surety bond with equal of the Sponsor's yearly approved budget not to exceed \$250,000. The bond shall be renewed yearly for a maximum of three years provided each year's reviews reveal no regulatory violations. Should violations be found the bonding period shall be extended each year until three consecutive successful years are completed. Reviews shall be conducted in accordance with 7CFR 225.
- (c) Covered CAFCP institutions that fall under item (a) 3, i.e., Sponsors, are required to obtain a 36-month surety bond with a value of 25% of the organization's estimated annual reimbursement. The agency will calculate this estimate based on discussion with the pending sponsor regarding the number of homes they would reasonably recruit. If their actual first year reimbursement exceeds the first year estimate by 20% or more a proportional increase to the bond will be required for the balance of the 36 months. In addition to their initial review, a second review will occur within six to nine months of the date of the first review or more frequently as deemed necessary to provide technical assistance.
- (d) Covered CAFCP institutions and individuals that fall under Section II, item (a) (4) having a fiscal history of less than 36 months must meet the following criteria before an application is considered.
- **Must be licensed and operating for at least 6 months**
 - **An approved annual budget as required in CAFCP contract policy**
 - **Copy of the latest two quarterly payroll tax payments**
 - **Copy of latest audit (if applicable)**
 - **Copy of latest tax return (if applicable)**

After receipt of the above required documents and approval to participate in the program, new institutions will receive, in addition to their initial review, a second review that will occur within nine months of the date of the first review or more frequently as deemed necessary to provide technical assistance.

Subsequent reviews will occur no less than once annually for year two and year three. At the end of 36 months the institution will be subjected to monitoring reviews following established program procedures.

(e) Covered institutions must furnish SNP copies of all correspondence with the guarantor and all records related to the surety bond.

(f) SNP will release a surety bond within 30 calendar days after determining that the organization has no repayment obligation to any SNP program.

(g) The requirements of this rule are cumulative with respect to any other SNP requirement or obligation.

IV. APPEAL:

SNP Appeal Procedures establish an appeal process to challenge adverse action taken by SNP under this rule.

V. REPEALER:

Surety Bond Policy CACFP/SFSP 2000-1 is hereby repealed.

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**Arkansas Department of Human Services
Special Nutrition Programs
CACFP & SFSP Surety Bond**

Bond Number: _____

State of: _____ **County of:** _____

KNOW ALL BY THESE PRESENTS:

RE: Name of Legal Entity _____

Street Address _____

City and State _____

Date of Incorporation _____

That we, _____ as Principal (hereinafter called
“Principal”) and _____ as Surety (hereinafter
called

“Surety”) are held firmly bound unto the Arkansas Department of Human Services, (hereinafter called
“Obligee”) in the sum of
_____ (\$_____)

for the payment whereof, well and truly to be made, we do hereby bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Signed, sealed, and dated the _____ day of _____, 200__.

WHEREAS, the Obligee has agree to pay monies to the Principal under 7 CFR _____ covering
the period of _____ to _____.

This bond shall remain in full force and effect so long as:

- (a) Any net audit/review exceptions discovered by any agency or individual operating under the authority of applicable federal regulations, rules, or policies remain uncorrected as determined by the auditing or reviewing authority.
- (b) The auditing or reviewing authority is unable to perform a complete review/audit due to deficiencies or unavailability of the Principal’s records.
- (c) Any financial obligation to the Obligee remains outstanding.

In all instances in which any of the conditions set out in (a), (b), and/or (c) exist after the deadline for correction has passed and corrections have not been made, payment of this bond shall be made to the Oblige by Surety within 30 days of receipt of notification of payment by the Oblige. Notification shall be made by certified letter to the Surety and Principal.

In the event that none of the conditions outlined in (a), (b), or (c) exist as of _____ day of _____, 200__, then liability under this bond shall terminate, unless said bond is continued in force from year to year by the issuance of a Continuation Certificate signed by Surety.

Provided, this bond may be canceled as a future liability by the Surety upon sixty (60) days written notice to the Principal and the Oblige. However, such cancellation shall not discharge the Surety's liability accrued during the term of this bond or which shall accrue in said sixty (60) day period. The Principal must maintain a surety bond, effective the date of termination and equal to or greater than the value of the initial bond, or their contract with Special Nutrition Programs will be terminated.

Legal Name of Principal

By: Signature of Authorized Person

Printed Name (of person signing)

Title (of person signing)

Name of Surety

By: Signature of Attorney in Fact

Printed Name (of person signing)

Name and address of local representative:

