

**Special Nutrition Programs**

**National School Lunch  
Program**

**Pricing or Non-Pricing  
APPLICATION**



**ARKANSAS DEPARTMENT OF HUMAN SERVICES**

## NSLP, SBP, and SMP (Non-Pricing Business Application) Checklist

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

\_\_\_\_\_  
Name of Institution/School

**Applicant**      **State Agency Use Only**  
(check when completed)

Form Number	Description		
	Application Checklist		
NSL-2134-B	Application for Participation		
NSL-2136	Agreement		
	After School Snack Agreement		
NSL-2134-S	Site Application		
NSL-2152	Non-Pricing Policy for Free and Reduced Price Meal and/or Milk		
SNP-4	Funds Received		
SNP-7	Public Release Verification		
SNP-2	Certificate of Authority		
W-9	Taxpayer ID Number		
SNP-6	Pre-Award Compliance		
NSLP-3	Officers and Employees		
EO-98	AR Disclosure		
	Food Service Contract <b>If Applicable</b>		
	Direct Deposit		

\_\_\_\_\_  
FOR STATE AGENCY USE ONLY: Agreement No. \_\_\_\_\_ New \_\_\_\_\_ Renewal \_\_\_\_\_

**Date Received:** \_\_\_\_\_

**Date Returned:** \_\_\_\_\_

**Date of Approval:** \_\_\_\_\_

**Approval Dates:** From \_\_\_\_\_ To \_\_\_\_\_

Grades: _____ to _____  Ages: _____ to _____
--

## NSLP, SBP, and SMP (Pricing Business Application) Checklist

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

\_\_\_\_\_  
Name of Institution/School

**Applicant    State Agency Use Only**  
(check when completed)

Form Number	Description		
	Application Checklist		
NSL-2134-B	Application for Participation		
NSL-2136	Agreement		
	After School Snack Agreement		
NSL-2134-S	Site Application		
NSL-2137	Pricing Policy for Free and Reduced Price Meal and/or Milk		
SNP-4	Funds Received		
SNP-7	Public Release Verification		
SNP-2	Certificate of Authority		
W-9	Taxpayer ID Number		
SNP-6	Pre-Award Compliance		
NSLP-3	Officers and Employees		
EO-98	AR Disclosure		
	Food Service Contract <b>If Applicable</b>		
	Direct Deposit		

\_\_\_\_\_  
FOR STATE AGENCY USE ONLY: Agreement No. \_\_\_\_\_ New \_\_\_\_\_ Renewal \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Returned: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Approval Dates: From \_\_\_\_\_ To \_\_\_\_\_

Grades: \_\_\_\_\_ to \_\_\_\_\_

Ages: \_\_\_\_\_ to \_\_\_\_\_

## NSLP, SBP, and SMP (Pricing Independent Application) Checklist

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

\_\_\_\_\_  
Name of Institution/School

Form Number	Description	<u>Applicant</u> <u>State Agency Use Only</u>	
		(check when completed)	
	Application Checklist		
NSL-2134-I	Application for Participation		
NSL-2136	Agreement		
	After School Snack Agreement		
NSL-2137	Pricing Policy for Free and Reduced Price Meal and/or Milk		
SNP-4	Funds Received		
SNP-7	Public Release Verification		
SNP-2	Certificate of Authority		
W-9	Taxpayer ID Number		
SNP-6	Pre-Award Compliance		
NSLP-3	Officers and Employees		
EO-98	AR Disclosure		
	Food Service Contract <b>If Applicable</b>		
	Direct Deposit		

FOR STATE AGENCY USE ONLY: Agreement No. \_\_\_\_\_ New \_\_\_\_\_ Renewal \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Returned: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Approval Dates: From \_\_\_\_\_ To \_\_\_\_\_

Grades: _____ to _____  Ages: _____ to _____
--

## NSLP, SBP, and SMP (Non-Pricing Independent Application) Checklist

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

\_\_\_\_\_  
Name of Institution/School

<b>Form Number</b>	<b>Description</b>	<b><u>Applicant</u></b> (check when completed)	<b><u>State Agency Use Only</u></b>
	Application Checklist		
NSL-2134-B	Application for Participation		
NSL-2136	Agreement		
	After School Snack Agreement		
NSL-2152	Non-Pricing Policy for Free and Reduced Price Meal and/or Milk		
SNP-4	Funds Received		
SNP-7	Public Release Verification		
SNP-2	Certificate of Authority		
W-9	Taxpayer ID Number		
SNP-6	Pre-Award Compliance		
NSLP-3	Officers and Employees		
EO-98	AR Disclosure		
	Food Service Contract <b>If Applicable</b>		
	Direct Deposit		

FOR STATE AGENCY USE ONLY: Agreement No. \_\_\_\_\_ New \_\_\_\_\_ Renewal \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Returned: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Approval Dates: From \_\_\_\_\_ To \_\_\_\_\_

Grades: \_\_\_\_\_ to \_\_\_\_\_

Ages: \_\_\_\_\_ to \_\_\_\_\_



# DATA INFORMATION

CURRENT FISCAL YEAR: \_\_\_\_\_ FEDERAL TAX ID NUMBER: \_\_\_\_\_

AGREEMENT NUMBER: \_\_\_\_\_ \*CONTACT PERSON: \_\_\_\_\_

ADMINISTRATOR: \_\_\_\_\_

NAME OF SCHOOL / RESIDENTIAL INSTITUTION TELEPHONE NUMBER FAX NUMBER

MAILING ADDRESS CITY STATE ZIP  
(FOR CHECK)

E-MAIL ADDRESS

## MONTHS OF OPERATION

PLACE **Y** OR **N** IN BOX FOR EACH MONTH OF OPERATION

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP

TOTAL NUMBER OF CHILDREN ENROLLED UNDER 21 APPROVED FOR MEALS

FREE	REDUCED PRICE	PAID

## MEAL TYPES

BREAKFAST	LUNCH	AFTER SCHOOL SNACK PROGRAM	MILK

TOTAL NUMBER OF SCHOOLS/FACILITIES IN NSLP: \_\_\_\_\_

Name of Preparer \_\_\_\_\_ Date Prepared \_\_\_\_\_

Phone #: \_\_\_\_\_





**SPECIAL NUTRITION PROGRAMS  
BUSINESS APPLICATION FOR PARTICIPATION**

FEDERAL TAX ID NUMBER: \_\_\_\_\_ AGREEMENT NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

---

**SCHOOL DATA:**

A. Type of School/Alert Facility

- \_\_\_\_\_ Day
- \_\_\_\_\_ Combination  
(Day & Residential)
- \_\_\_\_\_ Residential
- \_\_\_\_\_ Camp

B. Period of Attendance

- \_\_\_\_\_ All Day
- \_\_\_\_\_ Morning
- \_\_\_\_\_ Afternoon

C. Planned Period of Operation & Fiscal Year  
(Month, Day, Year)

- Beginning Date \_\_\_\_\_
- Ending Date \_\_\_\_\_
- Estimated Number of Days Food Service  
Will Operate \_\_\_\_\_
- Dates of Christmas Vacation \_\_\_\_\_
- Dates of Spring Break \_\_\_\_\_

School/Facility is \_\_\_\_\_ Public \_\_\_\_\_ Private. If Private nonprofit \_\_\_\_\_ YES \_\_\_\_\_ NO  
(Need copy of 501 (c)(3) for files)

If private, is it licensed? \_\_\_\_\_ YES \_\_\_\_\_ NO (Licensing is required for private RCCIs)

If yes, licensed by whom? \_\_\_\_\_  
(Need copy of license for files)

Application is made for the following programs:

- \_\_\_\_\_ National School Lunch Program (NSLP)
- \_\_\_\_\_ School Breakfast Program (SBP)
- \_\_\_\_\_ After School Snack Program
- \_\_\_\_\_ Special Milk Program (If applying for SMP **only**, omit questions about food preparation.)

---

Title of official who will sign Agreement: \_\_\_\_\_

**LOCAL EDUCATION AGENCY (LEA) OPTIONS  
(NSLP AND SBP ONLY)**

The Local Education Agency (LEA) agrees that the menu planning option(s) selected below will be used and that the responsibilities related to each option(s) selected will be met in the management practices used by the Local Education Agency.

- Option I** Food Based Menu Planning System
- Option II** Nutrient Standard Menu Planning System
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested
- Option IIIA** Assisted Nutrient Standard Menu Planning
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested
- Option IIIB** Assisted Nutrient Standard Menu Planning using traditional meal
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested

The following documents must be available for review in assisted Nutrient Standard Menu Planning or the Food Based Menu Planning Systems:

- Cycle Menus
- Standardized Recipes
- Food Specifications
- CN Labels
- Nutritional Data from Vendors

**SPECIAL MILK PROGRAM ONLY:** Schools who participate in the National School Lunch/School Breakfast Program are ineligible to participate in the Special Milk Program except for those children who attend a split-session Kindergarten program and do not have access to the meal service.

Our school elects the following option regarding the milk service:

- Pricing program without free option
- Pricing program with free option
- Non-pricing program

---

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT REIMBURSEMENT WILL BE CLAIMED ONLY FOR MEALS/MILK SERVED TO CHILDREN, AND THAT THE SCHOOL/INSTITUTION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, AGE, SEX, DISABILITY, OR NATIONAL ORIGIN. IF YOU BELIEVE THAT YOU HAVE BEEN DISCRIMINATED AGAINST, WRITE IMMEDIATELY TO: USDA, DIRECTOR, OFFICE OF CIVIL RIGHTS, ROOM 326-W. WHITTEN BUILDING, 1400 INDEPENDENCE AVENUE, SW, WASHINGTON DC 20250-9410.

---

Signature of School Official  
or Local Education Agency (LEA)

Title

Date

**SPECIAL NUTRITION PROGRAMS  
SITE APPLICATION FOR PARTICIPATION**

FEDERAL TAX ID NUMBER: \_\_\_\_\_ AGREEMENT NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

**SCHOOL DATA:**

A. Type of School/Alert Facility

- \_\_\_\_\_ Day
- \_\_\_\_\_ Combination  
(Day & Residential)
- \_\_\_\_\_ Residential
- \_\_\_\_\_ Camp

B. Period of Attendance

- \_\_\_\_\_ All Day
- \_\_\_\_\_ Morning
- \_\_\_\_\_ Afternoon

C. Planned Period of Operation & Fiscal Year  
(Month, Day, Year)

- Beginning Date \_\_\_\_\_
- Ending Date \_\_\_\_\_
- Estimated Number of Days Food Service  
Will Operate \_\_\_\_\_
- Dates of Christmas Vacation \_\_\_\_\_
- Dates of Spring Break \_\_\_\_\_

School/Facility is \_\_\_\_\_ Public \_\_\_\_\_ Private. If Private nonprofit \_\_\_\_\_ YES \_\_\_\_\_ NO  
(Need copy of 501(c)(3) for files)

If private, is it licensed? \_\_\_\_\_ YES \_\_\_\_\_ NO (Licensing is required for private RCCIs)

If yes, licensed by whom? \_\_\_\_\_  
(Need copy of license for files)

Application is made for the following programs:

- \_\_\_\_\_ National School Lunch Program (NSLP)
- \_\_\_\_\_ School Breakfast Program (SBP)
- \_\_\_\_\_ After School Snack Program
- \_\_\_\_\_ Special Milk Program (If applying for SMP **only**, omit questions about food preparation.)

Title of official who will sign Agreement: \_\_\_\_\_

Name and Title of Person who will manage food service: \_\_\_\_\_

Total Number of Schools Administered by Local Education Agency: \_\_\_\_\_

**Enrollment Data:**

A. Number Enrolled

B. Average Length of Enrollment of Children

\_\_\_\_\_ Children (under 21)

\_\_\_\_\_ Days \_\_\_\_\_ Months \_\_\_\_\_ Years

---

**Food Service Data**

**Estimated = Total Enrollment**  
**Average Daily Participation**

	<u>Free</u>	<u>Reduced Price</u>	<u>Paid</u>
Children	_____	_____	_____
Times of Food Service		<u>Beginning</u>	<u>End</u>
Breakfast		_____	_____
Lunch		_____	_____

*For schools/facilities with more than one site, please attach additional times of food service for each.*

**Food Preparation: (Select all that apply)**

- \_\_\_\_\_ On-Site Kitchen
- \_\_\_\_\_ Food Service Management Company
- \_\_\_\_\_ Base Kitchen (prepares meals for serving within the facility in which located, or for delivery and serving)
- \_\_\_\_\_ Central Kitchen (prepares meals for delivery and serving at receiving institution. No facilities for serving meals)
- \_\_\_\_\_ Contract for meals (attach a copy of contract)

If applying for National School Lunch Program, have you implemented Offer vs. Serve?

HIGH SCHOOL (MANDATORY)

\_\_\_\_\_ Yes    \_\_\_\_\_ No    JUNIOR HIGH - OPTIONAL

\_\_\_\_\_ Yes    \_\_\_\_\_ No    ELEMENTARY - OPTIONAL

\_\_\_\_\_ Yes    \_\_\_\_\_ No    PRE- SCHOOL - OPTIONAL

\_\_\_\_\_ Yes    \_\_\_\_\_ No    RESIDENTIAL CHILD CARE INSTITUTION - OPTIONAL

**LOCAL EDUCATION AGENCY (LEA) OPTIONS  
(NSLP AND SBP ONLY)**

The Local Education Agency (LEA) agrees that the menu planning option(s) selected below will be used and that the responsibilities related to each option(s) selected will be met in the management practices used by the Local Education Agency.

- Option I** Food Based Menu Planning System
- Option II** Nutrient Standard Menu Planning System
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested
- Option IIIA** Assisted Nutrient Standard Menu Planning
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested
- Option IIIB** Assisted Nutrient Standard Menu Planning using traditional meal
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested

The following documents must be available for review in assisted Nutrient Standard Menu Planning or the Food Based Menu Planning Systems:

- |                      |                               |
|----------------------|-------------------------------|
| Cycle Menus          | CN Labels                     |
| Standardized Recipes | Nutritional Data from Vendors |
| Food Specifications  |                               |

**SPECIAL MILK PROGRAM ONLY:** Schools who participate in the National School Lunch/School Breakfast Program are ineligible to participate in the Special Milk Program except for those children who attend a split-session Kindergarten program and do not have access to the meal service.

Our school elects the following option regarding the milk service:

- Pricing program without free option
- Pricing program with free option
- Non-pricing program

---

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT REIMBURSEMENT WILL BE CLAIMED ONLY FOR MEALS/MILK SERVED TO CHILDREN, AND THAT THE SCHOOL/INSTITUTION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, AGE, SEX, DISABILITY, OR NATIONAL ORIGIN. IF YOU BELIEVE THAT YOU HAVE BEEN DISCRIMINATED AGAINST, WRITE IMMEDIATELY TO: USDA, DIRECTOR, OFFICE OF CIVIL RIGHTS, ROOM 326-W. WHITTEN BUILDING, 1400 INDEPENDENCE AVENUE, SW, WASHINGTON DC 20250-9410.

---

Signature of School Official  
or Local Education Agency (LEA)

Title

Date

**SPECIAL NUTRITION PROGRAMS  
INDEPENDENT LOCAL EDUCATION AGENCY APPLICATION FOR PARTICIPATION**

FEDERAL TAX ID NUMBER: \_\_\_\_\_ AGREEMENT NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

**SCHOOL DATA:**

A. Type of School/Alert Facility

- \_\_\_\_\_ Day
- \_\_\_\_\_ Combination  
(Day & Residential)
- \_\_\_\_\_ Residential
- \_\_\_\_\_ Camp

B. Period of Attendance

- \_\_\_\_\_ All Day
- \_\_\_\_\_ Morning
- \_\_\_\_\_ Afternoon

C. Planned Period of Operation & Fiscal Year  
(Month, Day, Year)

- Beginning Date \_\_\_\_\_
- Ending Date \_\_\_\_\_
- Estimated Number of Days Food Service  
Will Operate \_\_\_\_\_
- Dates of Christmas Vacation \_\_\_\_\_
- Dates of Spring Break \_\_\_\_\_

School/Facility is \_\_\_\_\_ Public \_\_\_\_\_ Private. If Private nonprofit \_\_\_\_\_ YES \_\_\_\_\_ NO  
(Need copy of 501 (c)(3) for files)

If private, is it licensed? \_\_\_\_\_ YES \_\_\_\_\_ NO (Licensing is required for private RCCIs)

If yes, licensed by whom? \_\_\_\_\_  
(Need copy of license for files)

Application is made for the following programs:

- \_\_\_\_\_ National School Lunch Program (NSLP)
- \_\_\_\_\_ School Breakfast Program (SBP)
- \_\_\_\_\_ After School Snack Program
- \_\_\_\_\_ Special Milk Program (If applying for SMP **only**, omit questions about food preparation.)

---

Title of official who will sign Agreement: \_\_\_\_\_

Name and Title of Person who will manage food service: \_\_\_\_\_

Total Number of Schools Administered by Local Education Agency: \_\_\_\_\_

**Enrollment Data:**

B. Number Enrolled

B. Average Length of Enrollment of Children

\_\_\_\_\_ Children (under 21)

\_\_\_\_\_ Days \_\_\_\_\_ Months \_\_\_\_\_ Years

---

**Food Service Data**

**Estimated = Total Enrollment  
Average Daily Participation**

	<u>Free</u>	<u>Reduced Price</u>	<u>Paid</u>
Children	_____	_____	_____

Times of Food Service	<u>Beginning</u>	<u>End</u>
Breakfast	_____	_____
Lunch	_____	_____

*For schools/facilities with more than one site, please attach additional times of food service for each.*

**Food Preparation: (Select all that apply)**

- \_\_\_\_\_ On-Site Kitchen
- \_\_\_\_\_ Food Service Management Company
- \_\_\_\_\_ Base Kitchen (prepares meals for serving within the facility in which located, or for delivery and serving)
- \_\_\_\_\_ Central Kitchen (prepares meals for delivery and serving at receiving institution. No facilities for serving meals)
- \_\_\_\_\_ Contract for meals (attach a copy of contract)

If applying for the National School Lunch Program, have you implemented Offer vs. Serve?

HIGH SCHOOL (MANDATORY)

\_\_\_\_\_ Yes \_\_\_\_\_ No JUNIOR HIGH - OPTIONAL

\_\_\_\_\_ Yes \_\_\_\_\_ No ELEMENTARY - OPTIONAL

\_\_\_\_\_ Yes \_\_\_\_\_ No PRE- SCHOOL - OPTIONAL

\_\_\_\_\_ Yes \_\_\_\_\_ No RESIDENTIAL CHILD CARE INSTITUTION - OPTIONAL

**LOCAL EDUCATION AGENCY (LEA) OPTIONS  
(NSLP AND SBP ONLY)**

The Local Education Agency (LEA) agrees that the menu planning option(s) selected below will be used and that the responsibilities related to each option(s) selected will be met in the management practices used by the Local Education Agency.

- Option I** Food Based Menu Planning System
- Option II** Nutrient Standard Menu Planning System
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested
- Option IIIA** Assisted Nutrient Standard Menu Planning
  - Breakfast Menu Planning Books (Food Production Records requested
  - Lunch Menu Planning Books (Food Production Records) requested
- Option IIIB** Assisted Nutrient Standard Menu Planning using traditional meal
  - Breakfast Menu Planning Books (Food Production Records) requested
  - Lunch Menu Planning Books (Food Production Records) requested

The following documents must be available for review in assisted Nutrient Standard Menu Planning or the Food Based Menu Planning Systems:

- |                      |                               |
|----------------------|-------------------------------|
| Cycle Menus          | CN Labels                     |
| Standardized Recipes | Nutritional Data from Vendors |
| Food Specifications  |                               |

**SPECIAL MILK PROGRAM ONLY:** Schools who participate in the National School Lunch/School Breakfast Program are ineligible to participate in the Special Milk Program except for those children who attend a split-session Kindergarten program and do not have access to the meal service.

Our school elects the following option regarding the milk service:

- Pricing program without free option
- Pricing program with free option
- Non-pricing program

---

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, THAT REIMBURSEMENT WILL BE CLAIMED ONLY FOR MEALS/MILK SERVED TO CHILDREN, AND THAT THE SCHOOL/INSTITUTION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, AGE, SEX, DISABILITY, OR NATIONAL ORIGIN. IF YOU BELIEVE THAT YOU HAVE BEEN DISCRIMINATED AGAINST, WRITE IMMEDIATELY TO: USDA, DIRECTOR, OFFICE OF CIVIL RIGHTS, ROOM 326-W. WHITTEN BUILDING, 1400 INDEPENDENCE AVENUE, SW, WASHINGTON DC 20250-9410.

---

Signature of School Official or Local Education Agency (LEA)	Title	Date
---	-------	------



ARKANSAS DEPARTMENT OF HUMAN SERVICES  
POLICY STATEMENT FOR FREE AND REDUCED PRICE MEALS  
FOR NON-PRICING PROGRAMS  
School Year \_\_\_\_\_

The \_\_\_\_\_ agrees to participate in the:  
(NAME OF LOCAL EDUCATION AGENCY)

1. National School Lunch Program
2. School Breakfast Program
3. Special Milk Program
4. After School Snack Program

Accepts responsibility for providing program benefits to eligible children in the schools under its jurisdiction.

The Local Education Agency assures the Arkansas Department of Human Services that although there is no separately identified charge established for meals/milk, it would uniformly implement the following policy in fulfilling its responsibilities:

1. Agrees to claim free meals/milk served to children from families whose income is at or below the free limits of the income eligibility guidelines.
2. Agrees to claim reduced price meals only for those meals served to children from families whose income is at the reduced limits of the income eligibility guidelines.
3. Agrees to maintain documentation to support individual eligibility decisions for five years after the end of the fiscal year to which they pertain. If audit findings are not resolved, the records must be kept until audit issues are resolved.
4. Agrees that there will be no physical segregation of, nor any other discrimination against any child. The name of the children for which free or reduced price meals may be claimed, shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by any means. Further assurance is given that children shall not be required to:
  - A. Work for their meals;
  - B. Use a separate cafeteria;
  - C. Go through a separate serving line;
  - D. Enter the cafeteria through a separate entrance;
  - E. Eat meals at a different time; and,
  - F. Eat a different meal.

5. Agrees that in the operation of Special Nutrition Programs, no child shall be discriminated against because of race, color, sex, national origin, age, or disability. If you believe you have been discriminated against, 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).
  
6. Agrees to designate \_\_\_\_\_ to make  

(NAME AND TITLE)

determinations of eligibility for purpose of claiming for free and reduced price meals or free milk. This official will use the criteria outlined in this policy to determine for which individual children, claims may be made for free or reduced price meals or free milk.
  
7. Agrees to establish a procedure to account for the total daily meal count, by category (free, reduced, paid). This procedure should reflect the method of counting the actual number of meals or milk served at the point of service. The point of service in the food service operation is the point at which it can be accurately determined that a meal is reimbursable. This is usually at the end of the line.
  
8. Agrees to submit to Arkansas Department of Human Services any alterations prior to Implementation. Such changes will be effective only upon approval.
  
9. Agrees to develop and keep a list with the following information about each child  
**(for local education authorities operating RCCIs ONLY):** (1) name; (2) birth date; (3) dates of admission and release; (4) income received if any; (5) eligibility determination and data (initialed by official making determination).

**Note:** Children at RCCIs are considered a family of one. Exceptions of this are children of house parents living at the institution. These children must have an application on file.

---

Signature and Title of School Official	Local Education Agency
--	------------------------

---

City	Date	Agreement Number
------	------	------------------

---

Approved by: Arkansas Department of Human Services Special Nutrition Program

---

Signature	Title	Date
-----------	-------	------

# SPECIAL NUTRITION PROGRAMS NSLP, SBP AND SMP AGREEMENT

School Year \_\_\_\_\_

Agreement Number \_\_\_\_\_

---

Name of School / Institution \_\_\_\_\_

Superintendent / Administrator \_\_\_\_\_

---

Mailing Address \_\_\_\_\_

County \_\_\_\_\_

---

Local Education Agency (LEA) Director / Manager \_\_\_\_\_

Fax Number \_\_\_\_\_

Phone Number \_\_\_\_\_

---

Person responsible for completing claim  
(If different from LEA Director) \_\_\_\_\_

Fax Number \_\_\_\_\_

Phone Number \_\_\_\_\_

- INSTRUCTIONS: (1) SIGNING THE AGREEMENT:** An original and one copy of this Agreement must be signed and submitted to the State Agency.
- (2) MENU PLANNING OPTIONS:** Review the assurances for each menu planning option. Select the option that will best meet local needs. Signatures of both the superintendent and menu planner are required on the menu planning option form.
- (3) USE OF SCHEDULE A:** The Local Education Agency (LEA) must enter the name and location of each school. Make corrections and additions as needed.
- (4) LOCAL EDUCATION AGENCY'S COPY:** When this AGREEMENT is approved, a copy will be returned to the Local Education Agency (LEA)

In order to effectuate the purpose of: (1) the National School Lunch Act, as amended (42 U.S.C. 1751-1769), and regulations governing the National School Lunch Program (7 CFR, Parts 210 and 245), and (2) the Child Nutrition Act of 1966, as amended (42 U.S.C. 1771-1790), and regulations governing the School Breakfast and Special Milk Programs, (7 CFR, Parts 220 and 215), the Arkansas Department of Human Services, Special Nutrition Programs (herein-after referred to as "The Department") and the Local Education Agency whose name and address appear above, acting on behalf of each school listed on Schedule A of this Agreement, covenant and agree as follows:

The Department agrees that, to the extent of funds available, it shall reimburse the Local Education Agency in connection with meals or milk served to school children in the indicated program(s) in schools listed in Schedule A attached hereto, during the effective period of this Agreement. During any fiscal year, the amount of reimbursement paid to the Local Education Agency for lunches and/or breakfasts served children in each school shall not exceed an amount equal to the number of reimbursable meals served to children, multiplied by the rates assigned by the Department.

In the Special Milk Program, (available only for schools without lunch or breakfast and to students in split session kindergartens who do not have access to lunch or breakfast), (1) the rate of reimbursement per half pint of milk purchased for service to children other than needy children shall be the rate provided for in 215.8 (b) and (2) within the limitations set forth in 215.8 (c), the rate of reimbursement for milk purchased for service to needy children shall be equal to the cost (after discount). If milk is purchased at more than one price, the average cost shall be used.

The Local Education Agency (LEA) agrees that it will conform to the following requirements in the conduct, of all program(s):

1. "Local Education Agency (LEA) and participating schools under its jurisdiction, shall comply with all provisions of 7 CFR, Parts 210, 215, 220, and 245 as applicable."
2. "Maintain a nonprofit school food, milk service and observe the limitations on the use of nonprofit school food service revenues set forth in Sec. 210.14 (a) and the limitations on any competitive school food service as set forth in Secs. 210.11 (b), 220.12". Ref. Secs. 210.9 (b) (1), 215.7 (d) and 220.7 (e) (1)
3. "Limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with Sec. 210.19(a)". Ref. Secs. 210.9 (b) (2) and 220.7 (e)(1) (iv)
4. "Maintain a financial management system as prescribed under Secs. 210.14(c) and 220.13 (i)"  
Secs. 210.9 (b)(3) and 220.7 (e)(1).
5. "Comply with the requirements of the Department's regulations regarding financial management (7 CFR 3015)". Ref. Sec. 210.9 (b)(4)
6. "Serve lunches, during the lunch period, which meet minimum requirements prescribed in Sec. 210.10. Ref. Sec. 210.9(b)(5)
7. "Price lunch and breakfast as a unit". Ref. Secs. 210.9 (b) (6) and 220.7 (e) (3)
8. "Serve lunches/breakfasts free or at a reduced price to all children who are determined by the Local Education Agency to be eligible for such meals under 7 CFR Part 245". Ref. Sec.210.9 (b)(7) and 220.7 (e)(4)
9. "If electing to provide free milk, (i) serve milk to all eligible children at times that milk is made available to non-needy children under the Program; (ii) make no discrimination against any needy child because of his inability to pay for the milk". Ref. Sec. 215.7 (d)(2)
10. "Claim reimbursement only for milk as defined in Part 215 in accordance with the provisions of Sections 215.8 and 215.10". Ref. Sec. 215.7 (d)(4)

11. "Claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement". Ref. Sec. 220.7 (e)(6)
12. "Serve breakfasts which meet minimum requirements prescribed in Sec. 220.8 during a period designated as the breakfast period by the school". Ref. Sec. 220.7 (e)(2)
13. "Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR Part 210. The Local Education Agency (LEA) official signing the claim shall be responsible for reviewing and analyzing meal counts to insure accuracy as specified in Sec. 210.8 governing claims for reimbursement. Failure to submit accurate claims will result in the recovery of an over claim and may result in the withholding of payments, and/or suspension, or termination of the program as specified in Sec. 21. If failure to submit accurate claims reflect embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in Sec. 210.26 shall apply". Ref. Sec. 210.9 (b)(8)
14. "Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service or through another counting system approved by Special Nutrition Programs". Ref. Sec. 210.9 (b)(9)
15. "Submit Claims for Reimbursement in accordance with Secs. 210.8, 215.10, and 220.11". Ref. Secs. 210.9 (b) (10), 215.7 (d) (5), and 220.7 (e) (7)
16. "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.), all provisions required by the implementing regulations of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42, and Food and Nutrition Services (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, be denied benefits of or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."
17. "By accepting this assurance, the program applicant agrees to compile data, maintain records and submit reports, as required, to permit effective enforcement of the non-discrimination laws and permit authorized USDA personnel during normal working hours 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 and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear on this form are authorized to sign this assurance on behalf of the program applicant." Ref. FNS Instruction 113.6, "Civil Rights Compliance and Enforcement in the School Nutrition Programs," and Secs. 210.9 (b)(11), 15.7 (d)(3), and 220.7 (e)(15).

18. "Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced-Price Policy Statement". Ref. Secs. 210.9 (b)(12) and 220.7 (e)(5).
19. "Enter into an agreement to receive donated foods as required by 7 CFR Part 250.", Ref. Sec. 210.9 (b)(13).
20. "Maintain, in the storage, preparation and service of food, proper sanitation and standards in conformance with all applicable State and local laws and regulations.", Ref. Secs. 210.9 (b)(14) and 220.7 (e)(8).
21. "Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the Department.", Ref. Secs. 210.9 (b)(15) and 220.7 (e)(10).
22. "Maintains necessary facilities for storing, preparing and serving food.", Ref. Secs 210.9 (b)(16) and 220.7 (e)(11).
23. "Upon request, make all accounts and records pertaining to its school food service/milk program available to the State Agency and to FNS, for audit or review, at a reasonable time and place. Such records shall be retained for a period of five years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the five year period as long as required for resolution of the issue by the audit.", Ref. Secs. 210.9 (b)(17), 215.7 (d)(7), and 220.7 (e)(13).
24. "Maintain files of currently approved and denied free and reduce price applications, respectively, and the names of children approved for free lunches based on documentation certifying that the child is included in a household approved to receive benefits under the food stamp program. If applications and/or documentation are maintained at the school food authority level, they shall be readily retrievable by school. Ref. Sec. 210.9 (b)(18)
25. "Retain the individual applications for free and reduced price lunches/breakfasts/free milk submitted by families for a period of five years after the end of the fiscal year to which they pertain or as otherwise specified under paragraphs 210.9 (b)(17), 215.7 (d)(8), 210.9 (b)(19) and 220.7 (e)(14)."

**THE DEPARTMENT AND THE LOCAL EDUCATION AGENCY MUTUALLY AGREE THAT:**

1. The Policy Statement, Applications for Free and Reduced Price Meals and Schedule A, where applicable, are parts of this agreement.
2. Schools may be added or deleted from Schedule A, as need arises. Any change to Schedule A must be approved by the Department.
3. The Department shall promptly notify the Local Education Agency of any change in the minimum meal requirements or the assigned rates of reimbursement.
4. For the purpose of this Agreement, the following terms mean:
  - A. **ADULT:** A person who is not a student of high school grade or under in a school as defined in 210.2.
  - B. **CHILD:** A student of high school grade or under as determined by the State educational agency, who is enrolled in an educational unit of high school grade or under as defined in 210.2, including students who are mentally or physically disabled as defined by the State and who are participating in a school program established for the mentally or physically disabled; or a person under 21 chronological years of age who is enrolled in an institution or center as described in 210.2.
  - C. **BREAKFAST:** Food served at a school under the indicated program(s) which meets the applicable nutritional requirements and portion sizes as set forth in regulations 220.2.
  - D. **LUNCH:** A meal service that meets the applicable nutrition standards and portion sizes in 210.10 for lunches.
  - E. **MILK:** Pasteurized fluid types of unflavored or flavored whole milk, low-fat milk, skim milk, or cultured buttermilk which meet State and local standards for such milk 215.2.
  - F. **NON-PROFIT FOOD SERVICE:** All food service operations conducted by the Local Education Agency (LEA) principally for the benefit of school children, all revenue from which is used solely for the operations or improvement of such food service. Ref. 210.2
  - G. **SCHOOL:** An educational unit of high school grade or under recognized as part of the educational system in the state and operating under public or nonprofit private ownership in a single building or complex of buildings. Ref. 210.2 or when they are conducted in a school having classes of primary or higher grades, regardless of whether such preprimary classes are recognized as part of the educational system of the state.
  - H. **Local Education Agency (LEA):** The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a lunch, breakfast or special milk program therein.

5. This Agreement will be effective for the National School Lunch Program for the period, commencing \_\_\_\_\_, 20 \_\_\_\_ and ending \_\_\_\_\_, 20 \_\_\_\_; for the School Breakfast Program for the period commencing \_\_\_\_\_, 20 \_\_\_\_ and ending \_\_\_\_\_, 20 \_\_\_\_; or for the Special Milk Program for the period, commencing \_\_\_\_\_, and ending \_\_\_\_\_, 20 \_\_\_\_\_. If the program(s) will be available to students in summer academic sessions, list date commencing \_\_\_\_\_, 20 \_\_\_\_ and ending \_\_\_\_\_, 20 \_\_\_\_\_. The Department may renew the Agreement for each school year, thereafter, by notice in writing given to the school food authority as soon as practical after funds have been appropriated by Congress for carrying out the purposes of the National School Lunch Act and Child Nutrition Act.
6. This Agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and the Department may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement or any of the regulations have not been fully complied with by the Local Education Agency (LEA). Any termination of this Agreement by the Department shall be in accord with applicable laws and regulations.
7. The terms of this Agreement shall not be modified or changed in any way, other than by the consent in writing of both parties hereto.

### **Record Keeping Requirements**

The Local Education Agency (LEA) shall keep full and accurate records of the food services program(s) for reimbursement and for audit and review purposes. The records to be kept in each program shall include the following:

1. Food Service (By actual count at point of service)
  - a. Daily number of meals served to children at full price
  - b. Daily number of meals served free to children
  - c. Daily number of meals served to children at reduced price
  - d. Daily number of half pints milk served to paying children under the Special Milk Program
  - e. Daily number of half pints milk served free to children under the Special Milk Program
2. Program Income (Receipts)
  - a. From opening cash balance
  - b. From Federal reimbursement
  - c. From student meals
  - d. From adult meals



- e. From a la carte sales
  - f. From contract meals
  - g. From loans
  - h. From all other source
3. Program Expenditures
    - a. For food
    - b. For labor
    - c. For loan repayment
    - d. For other expenditures
  4. Program Account Balance
    - a. Reconcile account balance with bank balance on a monthly basis.
  5. Value of Donations to Programs
    - a. Donated foods, exclusive of foods donated by the USDA
    - b. Donated services
    - c. All donations other than food and service
  6. Program Management
    - A. Menus and production records for lunches and breakfasts
    - B. USDA commodity records
    - C. Free and reduced price meal applications
    - D. Hearings on free lunch eligibility (pricing programs only)
    - E. Documentation of student and parent involvement
    - F. CN labels or product analysis for manufactured products
    - G. Record of compliance with procurement regulations
    - H. Documentation required on verification of eligibility (pricing programs only)
    - I. Edit checks
    - J. On-site reviews if school food authority operates more than one school
    - K. Agreement between SFA and Policy Statements for Free and Reduced Price Meals
    - L. Audit reports and written responses
    - M. Civil Rights complaints and resolutions
    - N. Claim for Reimbursement

**SIGNATURE(S) ON BEHALF OF LOCAL EDUCATION AGENCY (LEA) \***

---

Superintendent/Administrator Date

---

(Any Other Person Authorized Title Date  
to Sign for the Superintendent)

**\* Claims cannot be paid without the signature of one of the persons authorized. If a change in personnel is made at any time, submit a letter with the new authorized signature(s).**

---

Administrator, Special Nutrition Programs

Date

---

**FOR STATE USE ONLY**

**PROGRAM(S) APPROVED:**

\_\_\_\_\_ NATIONAL SCHOOL LUNCH IN \_\_\_\_\_ SCHOOLS

\_\_\_\_\_ SCHOOL BREAKFAST IN \_\_\_\_\_ SCHOOLS

\_\_\_\_\_ SPECIAL MILK IN \_\_\_\_\_ SCHOOLS

**AGREEMENT BETWEEN LOCAL EDUCATION AGENCY AND SPECIAL NUTRITION  
PROGRAMS  
AFTERSCHOOL SNACK PROGRAMS  
\_\_\_\_\_ SCHOOL YEAR**

The Local Education Agency (LEA) agrees and assures the Arkansas Department of Human Services, Special Nutrition Programs that the school(s) listed below meets the following USDA requirements to provide the reimbursable snack for the After-school Snack Program.

1. The After-school Snack Program(s) is operated by a school currently operating a National School Lunch Program (NSLP) and will be available only to students that are 18 years old or under except that reimbursement may be claimed for a student whose 19<sup>th</sup> birthday occurs during the school year.
2. The purpose of the program(s) is to provide care in an after school setting. The program(s) is organized to provide children with regularly scheduled activities in a setting that is structured and supervised.
3. The program(s) includes education or enrichment activities in an organized, structured and supervised environment. Extracurricular activities can only qualify if the basic purpose of the After-school Snack Program is to provide after school care. Under no circumstance can organized athletic programs engaged in interscholastic sports be approved as an After-school Snack Program.
4. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement.
5. Reimbursement will only be claimed for snacks served after the school day ends.
6. The **maximum charge for a reduced price snack is \$.15.**
7. Snacks claimed for reimbursement will meet the snack pattern for snacks as set forth in 7 CFR section 210.10(n).
8. The following records are **required** and will be maintained to support the claim for reimbursement:

**All snacks served free**

- Documentation that verifies that 50% of the enrolled students are certified eligible for free and reduced price meals. The required documentation includes the attached form and the applications for free and reduced price meals.
- Daily count of total snacks served free to students.
- Production records that document the services of snacks that meet the snack pattern.
- Documentation of individual children's attendance on a daily basis.

**Snacks served at free, reduced price, and paid rates**

- Documentation (applications for free and reduced price meals) is required for all students served free or at a reduced price.
- Daily count of snacks served by category (free, reduced price, and paid).
- Production records that document the services of snacks that meet the snack pattern.
- Documentation of individual children's attendance on a daily basis.

The Local Education Agency (LEA) hereby certifies that, if approved to provide snacks for the After-school Snack Program, it will operate said program in accordance with the agreement and amendments thereto, made between said school district and the Arkansas Department of Human Services, Special Nutrition Programs, and in accordance with the current federal regulations for each program in which one or more schools participates. Request is hereby made for assistance in the form of cash reimbursement for snacks served to children in the After-school Snack Program. After-school snack claims must be signed by the person authorized in the current School Food Authority Agreement. All reimbursement funds will be deposited in the school food authority food service fund code for separate accounts. These funds shall be subject to all federal financial and program regulations. It is understood that said cash assistance provided to the school food authority is subject to the availability and receipt of federal funds by the Arkansas Department of and Human Services, Special Nutrition Programs.

---

Local Education Agency (LEA)

---

Signature of Superintendent/  
Administrator

---

Signature of Food Service Director

---

Date

---

Date

---

Administrator, Special Nutrition Program

---

Date

**POLICY STATEMENT FOR FREE AND REDUCED PRICE MEALS  
FOR PRICING PROGRAMS**

\_\_\_\_\_ **School Year**

School / Institution: \_\_\_\_\_

School Superintendent / Administrator: \_\_\_\_\_

Address: \_\_\_\_\_

County: \_\_\_\_\_ Phone Number: \_\_\_\_\_

The above Local Education Agency (LEA) agrees to participate in the following program(s):  
(Choose whichever are applicable)

\_\_\_\_\_ National School Lunch Program

\_\_\_\_\_ School Breakfast Program

\_\_\_\_\_ Special Milk (Available only for schools without lunch or breakfast and students in split session kindergartens who do not have access to lunch or breakfast.)

Accepts responsibility for providing:

\_\_\_\_\_ Free and Reduced Price Meals

\_\_\_\_\_ Free Milk (Check only if SFA is participating in the Special Milk Program and wishes to make free milk available to students.)

The Local Education Agency (LEA) assures Special Nutrition Programs, Division of Child Care and Early Childhood Education, that the school system will uniformly implement the following policies to administer the program(s) in schools under its jurisdiction. In fulfilling these responsibilities, the school food authority agrees to:

1. **Free Meals:** Serve meals (or milk under the free milk option in the Special Milk Program) to children from households whose income is at or below the free limit of the Income Eligibility Guidelines or to children from food stamp households that provide a case number.
2. **Reduced Price Meals:** Serve meals at a reduced price to children from households whose income is at the reduced price limit of the Income Eligibility Guidelines.
3. **Limit Reduced Price Costs:** Set reduced price charges for lunch and breakfast at or below the maximum reduced price allowed by regulations (40 cents for lunch and 30 cents for breakfast) and below the full price of the lunch or breakfast.

4. **Equal Treatment:** Ensure no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of the meal or milk. The names of the children eligible to receive free or reduced price meals or free milk shall not be published, posted, or announced in any manner, and there shall be no overt identification of any such children by use of special tokens, tickets or any other means. Further assurance is given that children eligible for free or reduced price meals or free milk shall not be required to:
  - A. Work for their meals or milk;
  - B. Use a separate lunchroom or milk service area;
  - C. Go through a separate serving line;
  - D. Enter the lunchroom through a separate entrance;
  - E. Eat meals or drink milk at a different time; Eat a meal different from the one sold to children paying the full price or drink milk different from that sold to children paying the full price.
5. **Non-discrimination:** Operate the school nutrition programs so that no child shall be discriminated against because of race, sex, color, national origin, age, or disability.
6. **Verification:** Verify eligibility of applicant households in accordance with program regulations and annually maintain records as follows: **(1)** a summary of the verification efforts; (that includes selection methods used) **(2)** the total number of applications on file by October 31; **(3)** the percentage or number of applications verified; **(4)** documentation of any changes in eligibility and the reasons for the changes; **(5)** all relevant correspondence between the household selected for verification and the school food authority/school; and, **(6)** all verified applications must be readily retrievable by school and must include all documents submitted by the household in an effort to confirm eligibility, reproductions of those documents, or annotations made by the determining official which indicate the type of document used, the income shown on the document, the time frame of the document, and the date of the document. Compliance with these requirements will be monitored by Special Nutrition Programs as part of its administrative review monitoring and verification efforts.
- 7a. **Appeal Process:** Establish and use a fair hearing procedure under which a household can appeal a decision made by the school food authority with respect to the household's application for benefits and/or any subsequent reduction or termination of benefits. During the appeal and hearing, the child who was determined to be eligible based on the face of the application submitted will continue to receive free or reduced price meals or free milk. Households appealing a reduction or termination of benefits as a result of verification of eligibility will continue to receive benefits if they appeal within the 10 day advance notice period. Prior to initiating the hearing procedure, the school official, the parents or guardians may request a conference to provide an opportunity for the parents/guardians and school officials to discuss the situation, present information, obtain an explanation of data submitted in the application and the decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.

7b. The designated hearing official is: NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

who shall ensure that the hearing procedure provides the following for both the household and the Local Education Agency (LEA):

1. A publicly announced, simple method for making an oral or written request for a hearing.
2. An opportunity to be assisted or represented by an attorney or other person.
3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
4. Reasonable promptness and convenience in scheduling a hearing, and adequate notice as to its time and place.
5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
6. An opportunity to question or refute any testimony or other evidence and to confront and cross examine any adverse witness(s).
7. That the hearing be conducted and the decision be made by an official who did not participate in the decision under appeal or any previous conference.
8. That the decision of the hearing official be based on the oral and documentary evidence presented at the hearing and entered into the hearing record.
9. That the parties concerned and any designated representatives thereof be notified in writing of the decision.
10. That for each hearing, a written record be prepared; including the decision under appeal; any documentary evidence; a summary of any oral testimony presented at the hearing; the decision of the hearing official and the reasons therefore; and a copy of the notification to the parties concerned of the hearing official's decision.
11. That such written record must be retained for a period of **5** years after the end of the Federal fiscal year to which it pertains. These records must be made available for examination by the parties concerned or their designees at any reasonable time and place during such period.

**The hearing official must be someone not involved in the original eligibility determination. It is suggested that he/she hold a position at a higher administrative level than that of the determining official.**

8. Eligibility Official(s): \_\_\_\_\_  
NAME(s)

\_\_\_\_\_  
TITLE (s)

\_\_\_\_\_  
DATE

To review applications and make determinations of eligibility, such officials will use the criteria outlined in this policy to determine which individual children are eligible for free and reduced price meals or free milk.

9. Press Release: Submit a public/press release containing both the free and reduced price eligibility guidelines and other information contained in the parent letter, to the local news media, local unemployment offices, local minority and grassroots organizations, and major employers contemplating or experiencing large layoffs.
10. Application Forms and Process: Develop and distribute to each child's parents or guardian a letter and an application form for free and reduced price meals or where appropriate, free milk. These forms shall be distributed at or about the beginning of each school year or whenever there is a change in eligibility criteria. The letter to parents with the meal application attachment shall have only the income eligibility guidelines for reduced price meals with an explanation that households with incomes at or below the reduced price guidelines may be eligible for either free or reduced price meals. The letter to parents with the free milk application form shall list the income eligibility guidelines for free milk.

Interested parents or guardians are responsible for filling out the application and returning it to the school for review. Such applications and documentation of eligibility determinations made will be maintained for a period of **5** years following the end of the school year to which they pertain. Applications may be filled out at any time during the year. Parents or guardians enrolling a child in a school for the first time shall be supplied with appropriate meal or milk application materials regardless of the time of year the child is registered. If a child transfers from one school to another under the jurisdiction of the same Local Education Agency (LEA), his/her eligibility for free or reduced price meals, or if offered, free milk, will be transferred to and honored by the receiving school. All applications must be readily retrievable by school.

Parents or guardians will be promptly notified of the acceptance or denial of their application(s). Children will be served meals or milk immediately upon the establishment of their eligibility. In certain cases foster children are also eligible for these benefits. If a household has foster children living with them and wishes to apply for such meals or milk for these children, the household shall be instructed to contact the school.

When an application is denied, parents or guardians must be provided written notification which shall include: **(1)** the reason for the denial of benefits, e.g., income in excess of allowable limits or incomplete application; **(2)** notification of the right to appeal; **(3)** instructions on how to appeal; and **(4)** a statement reminding parents that they may reapply for free and reduced price benefits or free milk at any time during the school year. The reasons for ineligibility shall be properly documented and retained on file at the school food authority level for a period of **5** years after the end of the fiscal year to which they pertain.



11. **Collection and accountability:** Establish a procedure to collect money from children who pay for their meals and milk and to account at the point of service for the number of free, reduced price, and full price meals served or the number of half-pints of free and full price milk served. The attached collection procedure will be used so that no child in the school will be aware of such procedure or the identity of the children receiving free or reduced meals or free milk.
12. **Revisions to Policies:** Submit to the Special Nutrition Programs, Division of Child Care and Early Childhood Education, any revisions to the administrative procedures outlined above before implementation. Such changes will be effective only upon approval. All changes in eligibility criteria must be publicly announced in the same manner used at the beginning of the school year.

The following attachments are considered part of this policy statement:

- Income Eligibility Guidelines for Free and Reduced Price Meals or Free Milk
- Letter to Households
- Public/Press Release
- Meal Count and Collection Procedures
- Civil Rights and 504 Rehabilitation Act of 1973 Procedures

**SIGNATURES:**

---

SUPERINTENDENT / ADMINISTRATOR

DATE

---

ADMINISTRATOR, SPECIAL NUTRITION PROGRAMS

DATE

ARKANSAS DEPARTMENT OF HUMAN SERVICES  
POLICY STATEMENT FOR FREE AND REDUCED PRICE MEALS

FOR NON-PRICING PROGRAMS  
School Year \_\_\_\_\_

The \_\_\_\_\_ agrees to participate in the:  
(NAME OF LOCAL EDUCATION AUTHORITY)

- \_\_\_\_\_ National School Lunch Program
- \_\_\_\_\_ School Breakfast Program
- \_\_\_\_\_ Special Milk Program
- \_\_\_\_\_ After School Snack Program

Accepts responsibility for providing program benefits to eligible children in the schools under its jurisdiction.

The Local Education Authority assures the Arkansas Department of Human Services that although there is no separately identified charge established for meals/milk, it would uniformly implement the following policy in fulfilling its responsibilities:

1. Agrees to claim free meals/milk served to children from families whose income is at or below the free limits of the income eligibility guidelines.
2. Agrees to claim reduced price meals only for those meals served to children from families whose income is at the reduced limits of the income eligibility guidelines.
3. Agrees to maintain documentation to support individual eligibility decisions for five years after the end of the fiscal year to which they pertain. If audit findings are not resolved, the records must be kept until audit issues are resolved.
4. Agrees that there will be no physical segregation of, nor any other discrimination against any child. The name of the children for which free or reduced price meals may be claimed, shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by any means. Further assurance is given that children shall not be required to:
  - G. Work for their meals;
  - H. Use a separate cafeteria;
  - I. Go through a separate serving line;
  - J. Enter the cafeteria through a separate entrance;
  - K. Eat meals at a different time; and,
  - L. Eat a different meal.
5. Agrees that in the operation of Special Nutrition Programs, no child shall be discriminated against because of race, color, sex, national origin, age, or disability. If you believe you have been discriminated against, 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).

6. Agrees to designate \_\_\_\_\_ to make  
(NAME AND TITLE)  
determinations of eligibility for purpose of claiming for free and reduced price meals or free milk. This official will use the criteria outlined in this policy to determine for which individual children, claims may be made for free or reduced price meals or free milk.
7. Agrees to establish a procedure to account for the total daily meal count, by category (free, reduced, paid). This procedure should reflect the method of counting the actual number of meals or milk served at the point of service. The point of service in the food service operation is the point at which it can be accurately determined that a meal is reimbursable. This is usually at the end of the line.
8. Agrees to submit to Arkansas Department of Human Services any alterations prior to Implementation. Such changes will be effective only upon approval.
9. Agrees to develop and keep a list with the following information about each child  
**(for local education authorities operating RCCIs ONLY):** (1) name; (2) birth date; (3) dates of admission and release; (4) income received if any; (5) eligibility determination and data (initialed by official making determination).

**Note:** Children at RCCIs are considered a family of one. Exceptions of this are children of house parents living at the institution. These children must have an application on file.

---

Signature and Title of School Official

---

Local Education Authority

---

City

---

Date

---

Agreement Number

---

Approved by: Arkansas Department of Human Services Special Nutrition Program

---

Signature

---

Title

---

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)

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

Name of Institution	Agreement No.
---------------------	---------------

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:**

<b>Hispanic or Latino</b>	<b>Not Hispanic or Latino</b>

**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.**

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

**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)**

1. 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:

2. 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:

3. 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

4. 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:

5. 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:

6. 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

7. 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)



# DISCRIMINATION COMPLAINT FORM

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Your Address: \_\_\_\_\_

Your Telephone: \_\_\_\_\_

List other ways to contact you:

---

---

Name and address of person(s) /organizations you are filing a complaint against:

---

Tell what happened that made you feel you had been discriminated against and the dates that occurred.

---

---

State on what basis you feel discrimination exists (race, color, sex, age, disability, or national origin).

---

---

List name, titles, and address of persons who may have knowledge of the actions given.

NAME

TITLE

ADDRESS

---

---

---

---

---

Date the discrimination took place. \_\_\_\_\_

---

---

Please mail completed form and mail to: USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (Voice and TDD) USDA is an equal opportunity provider and employer.”

**TO: NSLP, SBP, SMP Participant**  
**FROM: SPECIAL NUTRITION PROGRAMS**  
**SUBJECT: OFFICERS AND EMPLOYEES**

Federal regulations require that our office must have on file information regarding all board members and employees of any organization participating in any Child Nutrition Program.

Please list all board members and employees in the space provided below:

**Board Members:**


**Food Service Employees Name,  
Title, and/or Position:**


Attach additional pages, if necessary.

**SPECIAL NUTRITION PROGRAMS  
FUNDS RECEIVED**

State DHS regulations require participating **institutions that receive more than \$100,000 per year in State and/or Federal funds to arrange for an annual audit. It is the institution'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 Other 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)

# Meal Count and Collection Procedures

The procedures listed below will help assure equal treatment of all children, regardless of his or her ability to pay the full price of meals. Select the options that best describe the procedures used by each school. List these on the Meal Count and Collection Procedures Checklists for breakfast, lunch and snacks.

1. **The Medium of Exchange at the Point of Service** – Cash or any type of ticket, token, ID, name or number which students exchange for a meal:
  - A. Roster system including coded/uncoded rosters, number lists, and class lists
  - B. Coded ticket/token system with various ticket procedures
  - C. Automated tab tickets
  - D. Bar-coded and magnetic strip cards
  - E. Coded ID cards used in manual and automated systems
  - F. Verbal identifiers (name or numbers)
  - G. Other – Attach a description
  
2. **The Collection of Payment**
  - A. **Point of service payment with advance payment and/or charged meal** – Students may pay daily, weekly or monthly, prior to meal service in designated area other than the cafeteria line; and/or students may charge meals. The meal charge may be paid in a designated area other than the cafeteria serving line. In all cases, the students receiving free and/or reduced price meals are treated like students who have prepaid or charged their meals.
  - B. **Advance payment and/or charged meals** – Students or parents may pay daily, weekly or monthly prior to meal service in a designated area other than the cafeteria serving line; and/or students may charge full or reduced priced meals. No money is collected in the serving line.
  - C. **Other** – Attach a description.
  
3. **Notification of Payment Procedure** – Used at the beginning of the year and/or registration to Inform students of the payment and/or charge procedure for meal payments.
  - A. Letters to parents
  - B. Public announcement to all students
  - C. Newspaper/Newsletter
  - D. Posted notice (sign) displayed in the cafeteria
  - E. Other – attach a description
  
4. **Meal Count by Category**
  - A. Cashier/Monitor at the end of the serving line who counts meals by category and monitors meals to assure only reimbursable meals are claimed for reimbursement.
  - B. \*Cashier at the beginning of the serving line with a monitor at the end of the serving line.
  - C. \*Classroom counts by category are confirmed at the serving line by the teacher or adult monitor who accompanies the class to the cafeteria.
  - D. \*Other – Attach a description.

The procedures described above will assure that a daily meal count is made at the point of service and that no child will be aware that any other child receives a free or reduced price meal.

\*A monitor at the **end** of the serving line **MUST NOTIFY** the person responsible for recording meal counts if a student does not take a reimbursable meal. The monitor must note the name of the student, so the meal count can be adjusted in the correct eligible category.

## (Sample) Meal Count/Collection Procedure Checklist

Read carefully Meal Count and Collection Procedures. List sites as reported on Schedule A. Select the letter(s) which best describe (s) the procedure (s) used by the site for each item (1,2,3,4). List letter(s) in the appropriate columns below.

### Breakfast

	School	1	2	3	4
Ex.	Happy Hills Elementary	A	D	A	B
1.					
2.					
3.					
4.					
5.					
6.					
7.					

### Lunch

	School	1	2	3	4
Ex.	Happy Hills Elementary	A	D	A	B
8.					
9.					
10.					
11.					
12.					
13.					
14.					

### Snacks

	School	1	2	3	4
Ex.	Happy Hills Elementary	A	D	A	B
15.					
16.					
17.					
18.					
19.					
20.					
21.					

**CERTIFICATION CONCERNING  
EXECUTIVE ORDER E0-98-04  
EXECUTIVE ORDER DISCLOSURE FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street
City
State/Zip County

CONTRACT NO: \_\_\_\_\_ FEDERAL NO: \_\_\_\_\_

CONTRACT EFFECTIVE DATE: \_\_\_\_\_

**C. 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 (1.) any position of control, or (2.) 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 and 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 and 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	Relative's name & Term(s) of Service	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 City State/Zip County

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTRACT: \_\_\_\_\_

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, sub-lessor, 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 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

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