

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

Bond Number: _____
State of _____ **County of** _____

KNOW ALL MEN 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 and 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 _____, _____.

WHEREAS, the Obligee as agreed 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.

To 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 Obligee by Surety within 30 days or receipt of notification of payment by the Obligee. 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 _____, _____, the 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 cancelled as a future liability by the Surety upon sixty (60) days written notice to the Principal and the Obligee. 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

, Attorney-in-Fact
Printed Name (of Person Signing)

Name and Address of local representative:

