

THE EMERGENCY FOOD ASSISTANCE PROGRAM
APPLICATION FOR USDA PROGRAM

River Valley Regional Food Bank
P.O. Box 180070
Fort Smith, AR 72918
479-785-0582/ (fax) 479-785-3218

This application and agreement is made by:

Recipient Agency (Food Pantry, Soup Kitchen)

(Street Address)

(City, State, Zip Code)

(Office Phone Number/Fax)

This application and agreement is submitted by the Recipient Agency (RA) for the purpose of receiving USDA food commodities made available to the Distributing Agency (DA) operating under contract by the Arkansas Department of Human Services (ADHS), Commodity Distribution Office and by regulations set by the United States Department of Agriculture, Food and Consumer Services. This Recipient Agency is operating as an established feeding program to provide food to homeless or needy persons by distributing food on a regular basis.

AGREEMENT

1. Donated foods will be requested in quantities, which can be consumed without waste for the actual number of needy people served.
2. Any donated food excessive to needs will be immediately reported to the Distributing Agency, and upon their request, the foods must be returned or transferred to a point designated by them in good condition and at no cost.
3. Donated foods will not be sold, traded, or otherwise disposed of.
4. If the Recipient Agency desires to employ or contract with a commercial firm to repackage any food commodity, prior written approval will be obtained from the Distributing Agency

5. The Recipient Agency will be responsible for the replenishment of, or restitution for, any donated food lost due to spoilage, theft, or damage if such loss results from negligence on the part of the Recipient Agency or its employees.
6. Containers that have salvage value will be used or disposed of in accordance with instructions of the Distributing Agency.
7. Adequate personnel and facilities such as will properly safeguard food commodities against theft, spoilage, and other loss, will be provided for the handling, storing, use of the commodities, and maintenance of such records of commodities received as may be prescribed by the Distributing Agency. All storage facilities must have current state and/or local health department inspections and/or approvals.
8. The Recipient Agency agrees to abide by the instructions and regulations issued by the Distribution Agency and U.S. Department of Agriculture in connection with the storage, handling, record keeping, and utilization of donated foods, and all records in connection with the program are to be retained for a period of three (3) years after the end of the fiscal year to which they pertain.
9. A report of the physical inventory of commodities on hand will be furnished to the Distribution Agency as requested.
10. All losses of commodities are to be reported to the Distributing Agency. Out-of-condition food is to be examined by local or state health officials and inspection or condemnation reports are to be retained as permanent records for the prescribed period.
11. Section 250.15(3) of the Food Distribution Regulations provides that “under no circumstances shall recipients be required to make payments in money, materials, or services for, or in connection with the receipt of donated foods, nor shall they be solicited in connection with receipt of donated foods for voluntary contributions for any purpose.” The above provision also means that a request for donations of work in exchange for donated food is prohibited.
12. The Distributing Agency, the Commodity Distribution Office, and the U.S. Department of Agriculture may make inspections, investigations, and audits of all activities under this program as these agencies may deem necessary at any reasonable time.
13. The Distributing Agency of where applicable, Recipient Agency hereby agrees it will comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135), and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts

42 and 50), and FCS 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 disability be excluded from participation in, or be denied benefits of, or be 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 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 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 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 application by the Department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representation and agreements made in this assurance.

By accepting this assurance, the Distributing Agency or, where applicable, Recipient Agency 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 Consumer Service, shall have the right to seek judicial enforcement of the assurance. This assurance is binding on the Distributing Agency, or where applicable, Recipient Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance for the Department. The person or persons whose signatures appear on the signature page are authorized to sign this assurance on behalf of the program applicant.

14. Any changes in the number of persons served will be reported immediately to the Distributing Agency.
15. Approval of this application does not constitute any legal obligation on the part of the Distributing Agency to furnish any commodities in any quantity or kind to the Recipient Agency.
16. Either agency may terminate this agreement by giving thirty (30) days' notice in writing. Reinstatement may be at the option of the Distributing Agency. If agreement is terminated the Distributing Agency will not be responsible for any

cost incurred by the Agent relative to storage or handling of those items on hand. Termination of the agreement by either agency automatically returns to the Distributing Agency the title to any donated food items on hand. Any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

17. If the Recipient Agency fails to comply with the provisions of this agreement or any instructions issued in connection with the program, or any agreements entered into pursuant hereto, may at the discretion of the Distributing Agency, be disqualified from further participation in any distributing program. Disqualification shall not prevent the Distributing Agency from taking other action through available means, when considered necessary, including prosecution under applicable laws.
18. Upon approval by the Distributing Agency, this application and agreement will remain in force for a period of one year unless terminated by Distributing Agency or Receiving Agency before the one year renewal date. This agreement must be renewed every year with no agreement period to extend beyond 12 months.
19. The Distributing Agency will perform program monitoring and reviews of each Recipient Agency annually and will provide reviews to DHS Commodity Distribution Office upon request.
20. This Agreement will be effective from **October 1, 2024** through **September 30th 2025**.

Receiving agencies participating in USDA Commodities with a food bank will notify the food bank of the commodities received from a Community Action Program Agency.

FOOD PANTRY/SOUP KITCHEN	
Average number of: Families _____	Individuals _____ (served monthly)

Receiving Agency Signature, Title

Date

River Valley Regional Food Bank Signature, Title

Date

We are a USDA distribution site – This Institution is an equal opportunity provider.