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GOVERNOR

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COMMISSIONER

STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, FOOD & RURAL RESOURCES  
THE EMERGENCY FOOD ASSISTANCE PROGRAM  
28 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0028

Dear Hunger Prevention Applicant,

Enclosed, please find an application for your agency to be recognized as a "Recipient Agency" for the Emergency Food assistance Program. The program distributes U.S. Department of Agriculture donated commodities to soup kitchens, food pantries, and temporary shelters. The type of commodities and their availability varies throughout the year. Most food items are nonperishable canned goods and dry stores, such as canned fruit juices, fruits and vegetables, pasta and rice.

Please complete all of the necessary information on the application form, including your Federal Employer I.D. Number and a copy of your letter of Determination of Nonprofit/Tax exempt Status provided to you by the IRS. Also please include a brief description of your program and organizational structure and return all the above information to The Maine Department of Agriculture. The address is:

The Emergency Food Assistance Program  
Department of Agriculture, Food and Rural Resources  
State House Station # 28  
Augusta, Maine 04333-0028

Once all the information is received, it will be reviewed and you will be notified whether or not the application has been approved. All recipient agencies will provide the necessary reports to receive food from, and cooperatively participate with this Department's area subcontractor (Community Action Program).

Thank you for your interest in this program. If you have any questions please contact Patrick Adams at (207) 287-7513.

**RECIPIENT AGENCY AGREEMENT**  
The Emergency Food Assistance Program  
Maine Department of Agriculture, Food & Rural Resources  
28 State House Station, Augusta, Maine 04333-0028

Recipient Agency (Feeding Program): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Point of Service Location (Non-Mailing Address): \_\_\_\_\_

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

Days & Hours of Operation: \_\_\_\_\_

Sponsoring Organization (If any): \_\_\_\_\_

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

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Federal Employer ID Number (Do not use State Tax Number): \_\_\_\_\_

**AGREEMENT BETWEEN DISTRIBUTING AGENCY (MAINE DEPARTMENT OF AGRICULTURE,  
FOOD & RURAL RESOURCES) AND RECIPIENT AGENCY FOR COMMODITIES DONATED BY THE  
UNITED STATES DEPARTMENT OF AGRICULTURE UNDER THE HUNGER PREVENTION ACT  
FOR HOMELESS AND NEEDY PERSONS**

The Recipient Agency above is a qualified organization under the definition of 7 Congressional Federal Register, Chapter 11, sub-section 250.3 "Recipient Agencies" meaning nonprofit, charitable institution, or welfare agency receiving foods for its own use or for distribution to eligible recipients, and hereby makes application to receive and distribute commodities donated by the United States Department of Agriculture through the Maine Department of Agriculture, Food & Rural Resources. This agreement, when fully authorized by all parties, and entered into allows the Recipient Agency to receive donations of commodity food, as available, from the United States Department of Agriculture and other sources, and to receive coordination and services from department subcontractors.

The Recipient Agency is organized as a: (Check all that apply. If two or more are checked, indicate the primary purpose with the letter “P”.)

1. \_\_\_ Soup Kitchen. The term “soup kitchen” refers to a **public** and charitable institution that maintains an established feeding program that provides congregate feeding for needy homeless persons and others on a regular basis as an integral part of its normal activity.
2. \_\_\_ Food Pantry. The term “food pantry” refers to a **public** and charitable institution that provides food products and other products to be prepared or consumed in the homes of needy and hungry families or individuals on a regular basis as an integral part of its normal activities. Such programs may alternately referred to as food banks or food cupboards.
3. \_\_\_ Temporary Shelter. The term “temporary shelter” refers to a **charitable institution** that provides shelter for battered women and children, runaway children and homeless families or individuals. These programs may provide congregate meals on the premises or provide a supply of food or edible commodities and other supplies to assist needy families or individuals to reestablish a homestead.

**This agreement shall be effective for **four** years from the date of signing by an appropriate department official. A new agreement will be required if the Recipient Agency significantly alters the organizational structure or the primary purpose of the distribution agency. The Sponsoring Organization is responsible for notifying the department and the coordinating agency in writing of any major changes that require the new agreement.**

**The Recipient Agency will notify the department and the coordinating agency of change to the distribution site or sites, change of the contact person or the telephone number of the contact person, or change in the hours and days of operation. This level of change does not necessarily require a new agreement.**

**Note: The department considers the sponsoring agency to be the primary guarantor of the terms and conditions of this agreement. Any serious breach of the terms or conditions of this agreement will be immediately brought to the attention of the **sponsoring agency**, and any remediation of such breach will be negotiated with the sponsoring agency. Failure of the sponsoring agency to comply with this agreement may lead to the immediate revocation of the agreement.**

The Recipient Agency operates a **privately** organized, nonprofit, tax-exempt voluntary feeding program and agrees to operate in accordance with the following terms and conditions:

1. The priority for distribution of commodities available through the Food Assistance Program will be to meet the nutritional needs of homeless families and individuals.
2. The Recipient Agency agrees that needy and hungry families and individuals are entitled to food received through a local voluntary feeding program that is healthful, unadulterated and fit for human consumption. The Recipient Agency agrees to take all steps necessary to assure that federal donated commodities and other edible foods distributed through the program are pure, wholesome and unadulterated. Further, the Recipient Agency agrees to participate in any food safety alert that may from time-to-time be required to protect the health and safety of participants.
3. The Recipient Agency is welcomed and encouraged to cooperate in the development and coordination of services to the needy and hungry within or beyond their region of the State of Maine.

4. The Recipient Agency agrees to prominently post a statement of the rights of food assistance recipients at the location(s) of food distribution (Appendix A).
5. The Recipient Agency agrees to distribute donated commodities and other edible commodities to families and individuals that the agency has certified as meeting eligibility criteria of the Food Assistance Program. Such criteria include federally established income-based guidelines (See Appendix B). Families and individuals that are hungry or who are at risk of hunger may be served regardless of income during the duration of the occurrence or the risk of hunger. No guidelines are established for soup kitchens; rather attendance at a soup kitchen is considered “prima facie” evidence of need. No additional guidelines are imposed upon temporary shelters. The Recipient Agency agrees that any information solicited from families or individuals seeking food assistance will be maintained in strict confidence.
6. The Recipient Agency agrees to provide food assistance to needy and hungry families and individuals at no charge to the recipient. Any policy or practice by the Recipient Agency that requires a specific charge, whether defined as a “donation”, a “shared maintenance agreement”, or other term, is prohibited. This agreement will in no way limit the ability of food assistance recipients to freely offer monetary donations or voluntary service to the Recipient Agency, but receipt of food assistance can not be contingent on the giving of monetary donation or voluntary service.
7. The Recipient Agency agrees to provide food assistance to needy and hungry families and individuals in a manner that is polite, civil, and respectful of the service recipient.
8. The Recipient Agency agrees that no one seeking food assistance will be required to attend or participate in any religious activity as a condition of receiving food assistance. This shall not be interpreted to restrict the offering of a blessing prior to a meal at a congregate feeding organization. A person not wishing to participate in the offered blessing may abstain or temporarily leave the setting. Any responsible person who attempts to cause anyone to participate in a religious service, who in any way harasses another for not participating in a religious service, or anyone who differentiates the kind of food served or the place of the congregate meal of one who refuses or declines to participate in the offered blessing or a religious service shall violate this agreement.
9. The Recipient Agency agrees to request and accept commodities only in such quantities as can be utilized in a timely fashion.
10. The Recipient Agency agrees that the commodities received under this agreement will be used solely for the benefit of needy and hungry families and individuals qualified for food assistance, and will not be otherwise disposed of without prior approval of the Department. Under no circumstances will USDA commodities be sold or traded. Restrictions herein applying to the sale, trade or disposal of federal commodities also apply to Maine Hunters for Hungry foods and other items distributed through the Department's Food Assistance Program.

Such commodities will be used in addition to, and not in substitution of, the purchase of food. Expenditures for food will not be reduced because of receipt of donated commodities. The Recipient Agency is, however, free to use moneys saved as a result of the receipt of donated commodities to purchase foods to meet special dietary needs of patrons, foods that meet special cultural or religious dietary requirements of patrons, or the purchase of baby foods, formulas or other products required by infants.

11. The Recipient Agency agrees that in the case of soup kitchens, foods will be served in a common dining room, wherever possible, and there will be no distinction or segregation whatever between paying and nonpaying persons in the type of meals served and the manner of serving.

12. The Recipient Agency agrees to maintain a facility that is safe, suitable and free of architectural barriers. If a facility is not free of architectural barriers, the Recipient Agency may develop a plan for approval by the department of an alternate method of distribution that will satisfy the needs of handicapped patrons.

13. The Recipient Agency accepts responsibility to maintain records and books pertaining to the receipt and use of commodities for a period of three years. At a minimum, these records and books will contain the following:

- A record of all commodities received including the date and quantity.
- An inventory record of donated commodities on hand at the end of each month.
- A count of the number of households and individuals served each month by the feeding program.

14. Monthly reports will be filed by the Recipient Agency to the distributing agency or to the appropriate. These reports shall include:

- Quantities of each commodity on hand at the beginning of the month, quantity received during the month, quantity distributed, and quantity remaining at the end of the month.
- (For food pantries) A count of households (including the number of individuals represented by the household) served during the month.

15. The Recipient Agency agrees that the Maine Department of Agriculture, Food & Rural Resources and the United States Department of Agriculture are authorized to inspect and audit such records and books at any reasonable time and place to insure compliance with conditions herein.

16. The Recipient Agency agrees that the Maine Department of Agriculture, Food & Rural Resources and/or the United States Department of Agriculture may visit the location where donated commodities and other commodities are distributed, or served, or other locations where food is stored, to assure compliance with conditions herein, and may take pictures or video tape recordings of the condition, so long as they do not infringe on the rights to privacy of the patrons.

17. Either party may terminate this agreement by giving thirty (30) days notice in writing to the other party. The department may cancel this agreement immediately upon receipt of evidence that the terms and conditions of this agreement have not been fully complied with. Subject to notice of the termination or cancellation of agreement, the Recipient Agency agrees to comply with the instructions of the Distributing Agency, either (a) to distribute all remaining inventories of federal donated commodities in accordance with the provisions of this agreement, or (b) to return such inventories to the department, and to transmit such reports as required by the department to record the final disposition of such inventories.

- Except that 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.

18. No person shall be denied participation in this program on the basis of race, color, national origin, age, sex, or handicap, or otherwise be subject to discrimination.

19. Loss or Damage to Commodities

- (a) Loss or damage to federal donated commodities from any cause whatever shall be immediately reported to the department and to the coordinating agency.

(b) Facilities will be provided for the proper care, handling, storage and distribution of federal donated commodities requested and accepted. Full restitution shall be made to the department for any loss or damage to commodities resulting from failure to provide such facilities or from any act of negligence on the part of the Recipient Agency.

(c) Upon the occurrence of any event creating a claim in favor of the Recipient Agency from loss or damage to commodities caused by a warehouseman, carrier or other person, the Recipient Agency shall take all necessary action to obtain restitution. Such action shall include immediate notification to the department. All amounts collected by such action shall be reported to the department and used only in accordance with instructions from the department.

(d) Commodities which are found to be damaged or out of condition and are determined to be unfit for human consumption by federal, state or local health officers or by other competent persons shall be disposed of only in accordance with instructions received by the department.

(e) Summer storage foods should be consolidated in the best possible location for summer storage.

The Recipient Agency agrees to abide by any further requirements contained in the General Regulations and Policies as issued by the United States Department of Agriculture (23 F.R. 7982, Chapter 5-A-503) or any amendments thereto. Any breach of the terms of this agreement by the Recipient Agency may result in the loss of future donation of federal donated commodities.

On Behalf of the Recipient Agency

On Behalf of the Maine Department  
of Agriculture

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Appendix A**

### **Rights of Families and Individuals Seeking Food Assistance In Maine**

- 1. Federal rules related to the Hunger Prevention Act for Homeless and Needy Persons require that certain families and individuals seeking food assistance be qualified to receive such assistance. In part the information required to qualify families and individuals for food assistance is a determination that the gross family income is at or below the 150 percent of the federal poverty guideline established by Congress. When seeking food assistance, you may be asked certain questions about family income or you may be asked to provide documents related to your qualification to receive food assistance. Any information you provide will be kept confidential. Individuals and families seeking food assistance that are hungry or who are at risk of hunger may be served regardless of income. No guidelines are established for soup kitchens, rather attendance at a soup kitchen is considered “prima facie” evidence of need. No additional guidelines are imposed upon temporary shelters.**
- 2. Needy and hungry families and individuals seeking food assistance should expect that federal donated commodities and other edible foods distributed through local voluntary feeding program are healthful and fit for human consumption. Food provided to needy and hungry families and individuals should be pure, wholesome and unadulterated.**
- 3. No one seeking food assistance may be required to pay for the food they receive. No food assistance program may require a specific cost, whether defined as a “donation”, a “shared maintenance agreement”, or other term. This in no way limits the ability of food assistance recipients to freely offer monetary donations or voluntary service to the Recipient Agency, but receipt of food assistance can not be contingent on the giving of monetary donation or voluntary service.**
- 4. Food assistance recipients will be treated in a manner that is polite, civil, and respectful of the service recipient.**
- 5. No one seeking food assistance will be required to attend or participate in any religious activity as a condition of receiving food assistance. This shall not be interpreted to restrict the offering of a blessing prior to a meal at a congregational feeding organization. A person not wishing to participate in the offered blessing may abstain or temporarily leave the setting. Any responsible person who attempts to cause anyone to participate in a religious service, who in any way harasses or tolerates the harassment of another for not participating in a religious service, or anyone who differentiates the kind of food served or the place of the congregational meal of one who refuses or declines to participate in the offered blessing or a religious service will violate the Maine Department of Agriculture, Food & Rural Resources Recipient Agency Agreement and may violate one or more federal and state laws.**
- 6. Food Assistance will be provided in a facility that is safe, suitable and free of architectural barriers. If a facility is not free of architectural barriers, the Recipient Agency may develop a plan for approval by the department of an alternate method of distribution that will satisfy the needs of handicapped patrons.**
- 7. No person shall be denied participation in this program on the basis of race, color, national origin, age, sex, sexual orientation, handicap, or otherwise be subject to discrimination.**

**Anyone who believes that these rights have been violated should contact:**

**Food Assistance Program  
Maine Department of Agriculture, Food & Rural Resources  
28 State House Station; Augusta, ME 04333-0028  
Telephone: (207) 287-7513; FAX (207) 624-5017**