AUTHORITY: 7CFR, Parts 247 and 250. CFDA: 10.565 Commodity Supplemental Food Program **COMPLETION REQUIRED**	ARKANSAS DEPARTMENT OF AGRICULTURE Food and Nutrition Division Food Distribution Unit 1 Capitol Mall, Suite 3B-201 Little Rock, Arkansas 72201	Direct questions regarding This form to: (501) 371-1400

COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP) AGREEMENT

Reimbursement and foods furnished by the United States Department of Agriculture
For Fiscal Year 2027

Agency Name: _____

Contact Person: _____ Title: _____

Mailing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email: _____ Fax: _____

DEFINITIONS OF TERMS:

In accordance with the agreement between the State of Arkansas Department of Agriculture, Food and Nutrition Division, Food Distribution Unit, and the United States Department of Agriculture, this agency hereby makes application on behalf of itself to act as distributor for foods donated by the United States Department of Agriculture, (hereinafter referred to as USDA) to the Arkansas Department of Agriculture: Food and Nutrition Division, Food Distribution Unit (hereinafter referred to as the State Agency) for distribution to Sub-Distributing Agencies (hereinafter referred to as Agency) for further distribution to eligible recipients in designated area, and agrees to the following terms and conditions.

THE AGENCY AGREES TO:

1. Accept the responsibility for the distribution of CSFP food commodities donated to the State Agency and to provide or cause to be provided proper facilities and arrangements for the acceptance and distribution of such food commodities in accordance with the following terms and requirements.

2. Serve as a distribution agent to all eligible recipients and coordinate such distribution in the geographic areas served by the Agency. Agency will provide the name and address of each certification, food distribution and storage site under its jurisdiction.

3. Accept the responsibility for complying within the proper management and control of all activities pertaining to the distribution of food commodities in a specified area and comply with all the fiscal and operational requirements including the misuse of funding prescribed by the State Agency and as required by 7 CFR Parts 247 and 250 unless they are inconsistent with the provisions of Part 247. The designated Agency representatives shall be authorized to sign for commodities, reports and other documents necessary in the operation of the CSFP food distribution program, as approved by the State Agency. Agency staff will attend meetings and training designated by the State Agency.

4. Confine distribution of CSFP food commodities received from the State Agency to recipients determined to be eligible in accordance with instructions issued by the State Agency and Federal Regulations 7 CFR Part 247, and Part 250 and FNS Food Package instructions for CSFP. Commodities will be provided to eligible recipients at no cost to the recipient. Agency will distribute commodities in accordance with the approved food package guide rate.

5. The local agency will take steps to prevent and detect dual participation, as required in 7 CFR 247.19. Any detection of dual participation will be brought to the attention of the State Agency for determination of a claim filed against the participant.

6. Exercise at all times procedures to prevent USDA CSFP food commodities from being distributed in such manner as to encourage waste, deterioration or misuse.

7. Assure that CSFP commodities received, according to this Agreement, will be used solely for the benefit of those persons served by the Agency and will not be processed commercially, or disposed of without written approval of the State Agency. Under no circumstances will USDA commodities be sold or traded. The use of any USDA donated commodities by an

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Initial

ineligible recipient constitutes damage to the federal government under the law. When such irregularities are brought to the attention of the State Agency, it will be necessary for the Agency to make satisfactory settlement with the State Agency for the illegal use of such commodities

8. Furnish adequate personnel and proper facilities to receive, handle and store CSFP products according to local sanitary standards and distribute the products in accordance with instructions issued by the State Agency.

9. Furnish proper storage and facilities to properly safeguard against theft, spoilage and other losses as recommended by the State Agency for all USDA commodities requested and accepted by the Agency. Agencies must use thermometers, provide suitable ventilation, provide specific temperatures for commodities and use all products on the basis of the First In, First Out (FIFO) inventory system. If recommended storage is not available within the Agency's own buildings, it will be permissible to remove the commodities from their premises for the purpose of providing proper storage in local commercial storage facilities or with merchants who have such storage, provided the Agency makes arrangements with said facilities or merchants to maintain a current record of receipts, withdrawals and balances and be permitted through the Arkansas Department of Agriculture, Food Distribution Unit. Under no circumstances may donated commodities be stored in private homes. Agencies must adhere to Recall Procedures provided by the Food Distribution Unit which include but are not limited to: Developing a recall procedure, Implement procedure upon notification of a USDA Food recall, Notify all distribution sites immediately, locate, isolate and label affected products as "Do Not Use.", and conduct an inventory assessment.

10. Furnish the State Agency with an inventory of all USDA CSFP commodities on hand monthly and upon request of said State Agency.

11. Make available for inspection to representatives of the State Agency or the USDA at any reasonable time the commodities in storage and the facilities or warehouse used in the handling and storage of commodities.

12. Assume full responsibility for demurral or any other charges which may accrue after a truck has been placed for unloading by the delivering carrier at the point of destination as indicated on FNS 7, Destination Data for Donated Foods form. If such placement is prevented by any cause attributable to the Agency, such charges are the responsibility of the Agency. When such charges accrue by the action of the USDA, liability rests with the USDA.

13. The Agency is obliged to always afford protection and supervision for the unloading of a shipment. In the absence of warehouse person or watch person, the truck is to be properly locked or resealed.

14. Submit forms SM-214, Receiving Report for USDA Donated Foods, or Multi-food Requisition Report; and (if applicable) FNS-57, Report of Shipment Received, Over, Short, and/or Damaged and SM-10, Recipient Agency Commodity Product Complaint to the State Agency within five (5) days after the receipt of product.

15. Submit required reports: FNS-153, Monthly Report of the Commodity Supplemental Food Program and CSFP-11, Quarterly Administration Financial Status Report **on or before the 10th of the month, following the monthly period covered by the report.** THE ENDING INVENTORY MUST BE THE ACTUAL PHYSICAL COUNT.

16. Maintain complete and accurate records pertaining to all transactions relating to the receipt, disposal and inventory of commodities, including records with respect to the receipt and disbursement of funds arising from operation of the distribution program. Agency is responsible for any misuse of program funds. Such records shall be retained by the Agency for a period of three (3) years following the date of submission of the final expenditure report for the period to which the reports pertain. If an audit is pending, records shall be retained until audit is resolved.

17. Make available at any reasonable time to the State Agency and/or federal representatives of the USDA for review and audit purposes, all records, including financial records and reports pertaining to the distribution of commodities.

18. Assume all liability for any losses or damage to a CSFP food commodity caused by fire, water, wind, theft, rodents, or infestation through fault or negligence; for failure to provide proper storage, care of handling while in their warehouse, during transportation and distribution to recipients; for any Program losses caused by other agencies which have entered into agreements with the Agency and for diversion to ineligible recipients; and will reimburse the State Agency upon receipt of a statement indicating the value of the food commodity, which is established through information furnished by the USDA, based on the average cost per pound.

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Initial

19. Provide nutrition education as required by CSFP Regulations, 7 CFP Part 247.18, and advise participants of the importance of health care and where low-income persons can obtain such care. Submit a Nutrition Education Plan for the Fiscal Year by October 1st. For agencies in existence prior to March 3, 1978; to continue arrangements with health care providers for the provision of services to Program participants at the level that existed on March 2, 1978.

20. Provide information to participants on other health, nutrition, and public assistance programs and make referrals as appropriate and as required.

21. Provide and keep up to date names and addresses of all certifications, distribution, and storage sites under the jurisdiction of the agency.

22. Establish Program review procedures to be used in reviewing own operations and those of subsidiaries or contractors. All sites must be reviewed at least once every two years.

THE ARKANSAS DEPARTMENT OF AGRICULTURE – FOOD DISTRIBUTION UNIT AGREES TO:

1. Provide appropriate and timely information, clarification and /or technical assistance in the following areas:

   a. Eligibility requirements for recipients

   b. Distribution methods and procedures

   c. All amendments or information pertaining to USDA rules and regulations and the Arkansas Department of Agriculture - Food Distribution Unit CSFP Plan of Operation

   d. Financial, inventory and distribution reporting requirements

   e. Allowable costs

   f. Reimbursement procedures

   g. Accounting and audit requirements/ exceptions.

2. Provide advance notice of type and amount of USDA foods which will be available for distribution by the Agency and provide timely information on changes in the notices.

3. Provide a suggested issuance rate for food to be distributed.

4. Provide reimbursement payments to the Agency.

OTHER:

1. When the State Agency determines that CSFP food commodity should be moved from one Agency to another, and arrangements are made by the State Agency, it is mutually agreed between the Agencies involved that there will be no storage, handling or transportation costs accrued on such food commodities, only as determined and agreed upon by the State Agency at the time of the re-donation. No USDA food commodities are to be transferred without written authorization from the State Agency.

2. Political Activity Prohibited: No funds, materials, property or services made available because of this Agreement will be used for any partisan political activity or to further the election or defeat of any candidate for public office.

3. Religious Activity Prohibited: There shall be no religious instruction or proselytizing as part of, or in connection with, the performance of this Agreement.

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Initial

4. General Provisions:

   a. Merger or Integration: This Agreement constitutes the entire Agreement between the State Agency and the Agency with respect to the subject matter hereof and there are no other or further written or oral understanding or agreements with respect hereto.

   b. Modification: No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the State Agency and the Agency.

   c. Assignment of Delegation: No assignment or delegation of this Agreement may be made, in whole or in part, without the written consent of the State Agency or the Agency.

   d. Termination: The State Agency or the Agency may terminate this agreement by giving thirty (30) days' notice in writing to the other party. The State Agency may cancel this agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with by the Agency. Subject to such notice of termination or cancellation of the agreement, the Agency agrees to comply with the instructions of the State Agency, either to 1) distribute all remaining inventories of USDA commodities in accordance with the provisions of this agreement; or 2) release USDA commodities to the State Agency at no cost.

5. Indemnification: Both parties shall indemnify, defend and hold harmless each other against any and all expense and liability of any kind which the parties may sustain, incur or be required to pay arising out of this Agreement provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by, or resulting from, the acts or omissions of their party or any of their officers or employees.

6. Confidentiality: the use or disclosure of information concerning services, applicants, or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the Administration of the services provided through this Agreement.

7. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

   Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

   To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

   (1) mail: U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410;

   (2) fax: (202) 690-7442; or

   (3) email: program.intake@usda.gov.

   USDA is an equal opportunity provider, employer, and lender.

8. The CSFP State Plan of Operation shall be an addendum to this Agreement. (Available upon request)

TERM OF AGREEMENT:

The period of this Agreement is October 1, 2026, through September 30, 2027, and any additional periods agreed to by the State Agency and the Agency.

State Distributing Agency Representative (Print Name)	Agency Representative (Print Name)
State Distributing Agency Representative Signature	Agency Representative Signature
Title:	Title:
Date:	Date:

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AGENCY CONTACT PAGE

Please complete this page and return with your completed contract. Be sure to update any information which changes during the contract period.

Agency Name: _____

Mailing Address: _____

_____

Phone: _____

Fax: _____

Executive Director: _____

Email:_____ **Phone:** _____

TEFAP/CSFP Coordinator: _____

Email:_____ **Phone:**_____

Warehouse Coordinator: _____

Email:_____ **Phone:** _____

Financial Coordinator: _____

Email:_____ **Phone:**_____

Additional Personnel:

_____

_____

_____

_____

Website: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Commodity Supplemental Food Program (CSFP)
Distribution Site Contact List

Current as of:

Agency Name: _____

Site Name	Street Adress	City/Zip	County	Coordinator	Phone #	Email

U.S DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspensions, Ineligibility
and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR, Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before Completing Certification, Read Instructions on Page 2)

(1) The prospective lower-tier participant certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such perspective participant shall attach an explanation to this proposal.

Organization Name P R/Award Number or Project Name

Name & Title of Authorized Representative

Certified Electronic Signature Required Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this for that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is disbarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COMMODITY DISTRIBUTION
Civil Rights Data

Vendor #:_____

Arkansas Department of Agriculture, Food Distribution Unit, has the responsibility of ensuring that program benefits are made available to all eligible individuals without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, age or reprisal or retaliation for prior civil rights activity.

PUBLIC INFORMATION

1. What criteria (if any) are used in selecting people for admission?

2. Has Sponsor/Facility publicly announced that admission is open to all regardless of race or ethnic origin?

DATA COLLECTION: Families and Individuals Served per month;

Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Families												
Individual												
Soup Kitch												

1. Names of other federal agencies assisting your agency:_____

2. Have any of the above agencies cited your agency for noncompliance with the Civil Rights Act?

Yes___No___If Yes explain_____

MEAL SERVICE

1. Is there any separation by racial/ethnic group
   a. In eating area Yes☐ No☐
   b. In serving line Yes☐ No☐
   c. In assignment of eating periods Yes☐ No☐
   d. In housing or sleeping Yes☐ No☐

2. Is "And Justice For All" Poster displayed?
   Yes___ No___

If Yes Explain:_____

RETURN WITH APPLICATION TO:

Arkansas Department of Agriculture
Food and Nutrition Division
Food Distribution Unit
1 Capitol Mall
Suite 3B-201
Little Rock, AR. 72201

NAME OF FACILITY_____

DIRECTOR _____

SIGNATURE _____

COUNTY _____

PHONE _____

Date_____

FAX _____

(08/2026)

Commodity Supplemental Food Program

PROPOSED BUDGET

OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027

Submitted by: _____ Agency Name

_____Street address

_____ City, State, Zip

STORAGE EXPENSE: AMOUNT

Building	$_____
Equipment	$ _____
Salary & fringe	$_____
Travel reimbursed	$_____
Other (please list)_____	$_____
_____	$ _____
_____	$ _____
SUB TOTAL	$ _____

DISTRIBUTION EXPENSE:

Rent	$ _____
Equipment	$ _____
Printing	$ _____
Supplies	$ _____
Salary & fringe	$ _____
Administrative	$ _____
Other (please list)_____	$ _____
_____	$ _____
_____	$ _____
SUB TOTAL	$ _____

TOTAL PROPOSED BUDGET $ _____

Prepared by: _____ _____

(Signature and Title of Agency Official) (Date)

Arkansas Department of Agriculture

Food and Nutrition Division
Food Distribution Unit

1 Capitol Mall, Suite 3B-201· Little Rock, AR 72201 · 501-371-1400

Certification
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
Operations Manual

I, _____ with _____ Certify that I
(Name) (Agency)
have read and understand the following sections in the Operations Manual for the Commodity Supplemental Food Program (CSFP). Please certify by initialing the sections below, signing, and dating at the bottom. Return this certification to the Food Distribution Unit at the above address.

Initial	**Section**	
____	100 - 110	General Information
____	200 – 297	Recipient Category
____	300 – 320	Nutrition Education
____	400 – 440	Commodity Distribution Procedures
____	500 – 570	Ordering and Receiving Commodities
____	600 - 650	Reports and Record Keeping
____	700 – 730	Outreach and Use of Volunteers
____	800 – 810	Reviews and Technical Assistance

Signature_____ Date_____

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