



**AGREEMENT FOR DISTRIBUTING USDA FOODS
IN PARTNERSHIP WITH THE RIVER VALLEY REGIONAL FOOD BANK**

The undersigned member Agency, in good standing with the River Valley Regional Food Bank, agrees to participate in The Emergency Food Assistance Program (TEFAP), a United States Department of Agriculture (USDA) program for distributing surplus commodities to people in need. In addition to the obligations and requirements as prescribed by the Arkansas Department of Human Services, the undersigned Agency agrees as follows:

1. Distribution. USDA products will be distributed separate and distinct from other distributed foods and only through food bag or food box distributions in which unprepared, packaged foods are provided to eligible households. All USDA products must be stored in a secure location that complies with food safety requirements in an area separate and distinct from other Agency food inventories.

2. Applicant Eligibility.

(a) Each household requesting USDA foods must provide information to complete an Application for USDA Donated Foods form. An agency representative will complete the form and obtain the applicant's signature. All households whose self declaration of income meets or falls below the current TEFAP Household Income Guidelines for the State of Arkansas will be provided available foods on a once-per-month basis. Each completed application is valid for a two year period, during which time, the applicant will be asked whether any information on the form has changed. If no changes have occurred, the applicant should sign the application form on the next available signature line. If changes have occurred, a new SDI form should be completed.

(b) The Agency is prohibited from discriminating against any person on the basis of race, religion, color, national origin, age, sex, or disability.

(c) The Agency, if applicable, will follow the guidelines set forth under USDA National Policy Memorandum FD-138 in providing written notice and referral for beneficiaries receiving TEFAP and CSFP benefits from religious organizations.

3. Inventory and Service Count. The Agency will complete a monthly inventory and service count on forms provided (or pre-approved) by the River Valley Regional Food Bank. The monthly forms must be submitted to the River Valley Regional Food Bank no later than the 5th calendar day of the month.

4. Document Retention. The Agency will retain all TEFAP documentation, including copies of application forms, monthly inventory records and service counts, and food invoices, for a period of three years after the then-current fiscal year.

5. Training and Instruction. The Agency will attend annual meetings (and other trainings, if applicable) announced by the River Valley Regional Food Bank BRAFB and comply with all training and instruction provided by the River Valley Regional Food Bank and/or officials of the Arkansas Department of Human Services or USDA.

6. Binding Obligations. Failure to abide by this Agreement for Distributing USDA Foods and/or any other training or instruction will be grounds for suspension from TEFAP and/or termination of River Valley Regional Food Bank membership.

Name of Agency: _____ Agency Number: _____

I am authorized to represent the Agency named above and agree to abide by this Agreement.

Signature of Agency Representative: _____

Print Name of Agency Representative: _____ Date: _____

Signature of River Valley Regional Food Bank Witness _____

Print Name of River Valley Regional Food Bank Witness: _____

