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AGREEMENT FOR DISTRIBUTION OF USDA (TEFAP) COMMODITIES

between
Food Bank of Alaska
and
TEFAP Distribution Agencies

Food Bank of Alaska (FBA) has full authority to administer the distribution of United States Department of Agriculture (USDA) commodities statewide under the Emergency Food Assistance Program (TEFAP) and is fully responsible for ensuring the proper management and use of USDA commodities in accordance with applicable federal and Alaska Department of Education and Early Development (DEED) regulations and shall ensure proper handling, storage, distribution, and accountability of those commodities.

The TEFAP Distribution Agency hereby agrees to the following terms and conditions of this agreement:

1. USDA Commodities shall be distributed solely for the benefit of household consumption to low income individuals and families suffering from hunger. A low income household in Alaska shall be defined as a household with an income which does not exceed **185%** of the poverty level as established by the federal government. All commodities are to be stored at the agency or at a storage facility contracted by the agency. Commodities must not be stored at a private home, as this can result in allegations of improper distribution of commodities.
2. Participating agencies shall verify the eligibility of commodity recipients at the time of registration and shall prioritize clients according to need. Agencies may choose to serve needy families with children ahead of couples or individuals.
3. Information on the USDA Application and Registration forms and the USDA Commodity Identification Cards must be LEGIBLY ENTERED by authorized agents of the TEFAP Distribution Agency and the ID cards must be signed by commodity recipients. FBA recommends ID cards be retained on site.
4. Participating agencies shall ensure that commodities are equitably distributed according to the currently effective distribution rate guidelines established by FBA.
5. Participating agencies shall ensure, to the best of their ability, that commodities are not sold, bartered, or traded, under any circumstances.
6. Commodities shall be distributed uncut in the original federal packaging.
7. Participating agencies shall request USDA commodities only in quantities that can be utilized without waste.
8. Participating agencies shall maintain accurate records of all transactions relating to the receipt, storage, and distribution of commodities which shall include:
 - a. a record of all commodities received, including date and quantity.
 - b. a record of all commodities distributed, including name of TEFAP Distribution Agency; names, signatures, and number of family members of commodity recipients, dates, and quantities. This form is provided by FBA.
 - c. a monthly inventory report, including date, reporting period, name of TEFAP Distribution Agency, beginning balances, quantities in, quantities out, and ending balances for each commodity, and the numbers of households and people served during the month. This form is provided by FBA and must

be submitted to FBA by the 5th day of each month.

9. Partner agencies shall maintain all TEFAP records for three (3) years from the close of the fiscal year to which they pertain.
10. Partner agencies agree to make commodities, storage and distribution facilities, and all relevant records available to FBA, DEED, or USDA staff for inspection at any reasonable time. Agencies will provide FBA with current contact information at all times.
11. Participating agencies agree to establish, post, and maintain regularly scheduled hours of TEFAP commodity distribution.
12. FBA and all participating agencies mutually agree to comply with Title VI of the Civil Rights Act of 1984 (P.L. 88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), the 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 FNS directives or regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the 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 that it will immediately take any measures necessary to effectuate this agreement.
13. Participating agencies may terminate this agreement by giving written notice to FBA. Otherwise this agreement remains in force until superseded by either addendum or a new agreement. FBA may cancel this agreement immediately upon receipt of evidence that the terms and conditions thereof have not been fully complied with, by notice in writing to the TEFAP Distribution Agency. Subject to notice of termination of the agreement, the TEFAP Distribution Agency agrees to comply with the instruction of FBA either to (a) return all remaining inventories of commodities in its possession or control to FBA or (b) to relinquish and transfer possession of those commodities to such other TEFAP Distribution Agency as FBA shall designate and transmit such reports as are required by FBA to record final disposition of such inventories. Participating agencies will be held accountable for any losses occurring prior to the date of termination which may be revealed in a final closing audit of the TEFAP Distribution Agency's operations.

I hereby certify, as authorized agent of the TEFAP Distribution Agency listed below, that I have read and understand this agreement and that I will ensure compliance with all points listed.

TEFAP Distribution Agency: _____

Street Address: _____

City, State, Zip: _____

Mailing Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email: _____

Signature: _____ Date: _____

For FBA Use Only

Approved by: _____

Title: _____