



## **AGREEMENT FOR DISTRIBUTING USDA FOODS IN PARTNERSHIP WITH THE BLUE RIDGE AREA FOOD BANK**

**The undersigned member Agency** of the Blue Ridge Area Food Bank (BRAFB) agrees to participate in The Emergency Food Assistance Program (TEFAP), a United States Department of Agriculture program for distributing surplus commodities to people in need. In addition to the obligations described in the Virginia Department of Agriculture and Consumer Services (VDACS) Agreement Addendum, the undersigned Agency agrees as follows:

1. Distribution. USDA products must be distributed in their original packaging to eligible households. All USDA products should be stored in a secure (locked) location that complies with food safety requirements.

2. Applicant Eligibility.

a) Applicant Eligibility

i. For Agencies currently using Link2Feed:

Each household requesting USDA foods must provide information to complete a Self-Declaration of Income (SDI) form. For agencies using the Link2Feed program, the household applicant will complete the TEFAP intake process and the agency will allow applicants to provide an electronic signature. Clients that meet TEFAP Household Income Guidelines will be provided foods on a once-per-month basis. Link2Feed will provide notification when the client needs to be recertified on an annual basis. During recertification the applicant will be asked if any information has changed. If no changes have occurred the application will be prompted to provide an electronic signature. If changes have occurred, intake information should be updated in Link2Feed.

a. In the case Link2Feed is unavailable (internet issues or software malfunction) sites can use a signature sheet with First, Name, Last Name, Distribution Date and Client Signature and must be sent to BRAFB by the 5<sup>th</sup> of the subsequent month. Agencies must retain a copy of the signature sheet for their records and must keep copies on file for one year.

ii. For Agencies currently using paper SDI forms (and transitioning to Link2Feed):

An agency representative will complete the form/intake process and obtain the applicant's signature on the form. All households whose SDI form indicates that they meet TEFAP Household Income Guidelines will be provided foods on a once-per-month basis. Each applicant should sign one SDI form for each July-through-June period. At each subsequent distribution the applicant will be asked whether any information on the form has changed. If no changes have occurred, the applicant should sign the SDI form on the next available signature line. If

changes have occurred, a new SDI form should be completed. The agency will provide copies of all SDI forms to BRAFB no later than July 5 for the fiscal year just ended. Agencies still on paper-based systems must submit a monthly service count to BRAFB on monthly/quarterly USDA inventory forms.

(b) The sole method for determining household eligibility is the SDI form provided by BRAFB or on Link2Feed. No identification or other verification aside from the SDI form may be requested from any applicant.

(c) All eligible applicants residing in in Virginia must be served regardless of their county of residence. Applicants residing outside of Virginia may not receive USDA food.

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

3. Inventory Count. The Agency will complete a monthly inventory count on the USDA inventory form provided by BRAFB. BRAFB recommends the Agency submit forms once per month, but will accept forms on a quarterly basis provided the Agency has an accurate and consistent tracking practices. Forms submitted to BRAFB on a monthly basis need to be submitted no later than the 5<sup>th</sup> of the subsequent month. Forms submitted to BRAFB on a quarterly basis must be submitted no later than October 5<sup>th</sup> (Quarter 1), January 5<sup>th</sup> (Quarter 2), April 5<sup>th</sup> (Quarter 3) and July 5<sup>th</sup> (Quarter 4).

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

5. Training and Instruction. The Agency will attend mandatory annual meetings (and other trainings, if applicable) announced by BRAFB and comply with all training and instruction provided by BRAFB and/or officials of VDACS or USDA.

6. Binding Obligations. Failure to abide by this Agreement for Distributing USDA Foods, the VDACS Agreement Addendum, and/or any other training or instruction will be grounds for suspension from TEFAP and/or termination of BRAFB 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:\_\_\_\_\_