VDACS AGENCY NUMBER: _____

VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES
Division of Marketing - Food Distribution Program
AGENCY AGREEMENT
Fiscal Year Ending **JUNE 30, 2017**

In order to effectuate the purpose of the Food Distribution Program and to carry out the terms and conditions of an agreement made between the United States Department of Agriculture (USDA) and the Virginia Department of Agriculture and Consumer Services (VDACS), Food Distribution Program, or State Distributing Agency, referred to hereinafter as the State Agency, this agreement is entered into by the State Agency, and;

_____hereinafter referred to as the Recipient Agency.
(Agency Name)

Mailing Address:_____
Street/PO Box City State Zip

County or City Where Your Agency Is Located: _____

Administrator/Superintendent:_____Phone #:_____

Administrator/Superintendent's Email Address: _____

Contact Person: _____Phone #:_____

Contact Person's E-Mail Address:_____

Contact Person's Title:_____Fax #:_____

Federal Identification Number (FIN) or tax exempt number:_____

Number of schools/sites where USDA foods are **prepared**:_____

Number of schools/sites where USDA foods are **served** (or distributed):_____

Average Daily Participation (ADP) or Caseload Served:_____

***IS A FOOD SERVICE MANAGEMENT COMPANY USED? YES / NO** Refer to the paragraph entitled Employment of Food Service Companies on the last page of this agreement.

WITNESSETH: That, in consideration of the stipulations and agreements herein contained, the parties hereto agree as follows:

THE STATE AGENCY AGREES THAT:

All distribution activities will conform to USDA program regulations, 7CFR Parts 250 and 251, as amended where applicable. These regulations can be found USDA.gov.

1. ALLOCATION OF COMMODITIES
   It will offer and allocate donated foods to the Recipient Agency if and when they are made available by the United States Department of Agriculture (USDA). Donated foods will be allocated according to quantities offered to the State Agency with consideration being given to Recipient Agency's requests, refusals and remaining entitlement.

2. PROGRAM MATERIAL
   It will provide the Recipient Agency with information and instructions needed to operate the program.

3. AUDIT, INSPECT, AND REVIEW
   It will audit, inspect and review records, storage, utilization and operation of the Recipient Agency at reasonable times. It will provide a year end summary of the quantities/value of USDA foods allocated (federal financial assistance) and reconcile records with the Recipient Agency.

4. STATE OFFICE PERSONNEL
It will maintain a State Agency office administrative staff to assist the Recipient Agency with USDA food utilization, storage, record keeping, transfers, investigations, complaints, product holds/recalls and applicable processing options for USDA commodities.

THE RECIPIENT AGENCY AGREES THAT:

All distribution activities will conform to USDA program regulations, 7CFR Parts 250 and 251, as amended where applicable. These regulations can be found USDA.gov.

1. PROPER AUTHORITY
It will supervise the storage, distribution, and utilization of all donated foods received in such manner as will insure compliance with the terms and conditions hereinafter set forth and any additional instructions provided by the State Agency. The Recipient Agency will request food quantities which can be consumed without waste.

2. PERSONNEL
It will assume full responsibility for the total operation of their program and will appoint personnel who will make necessary required reports and supervise the program. Changes in key personnel, such as the Superintendent, Administrator, or Food Service Director, must be reported to the State Agency at the time of the personnel change.

3. RECORDS AND REPORTS
Accurate records will be maintained by the Recipient Agency for a period of not less than three years following the close of the fiscal year to which they pertain. These records will contain information pertaining to all transactions relating to the receipt, storage, distribution, use and disposal of donated foods. The Public School Recipient Agency will track submission of rebates and the revenue received. The Recipient Agency will submit information and reports covering operations as required by the State Agency. Recipient Agency personnel will be familiar with the Agency Handbook of Instructions published by the State Agency.
Institutions (agency numbers that start with 31, 41, 50, 60, 67, 70 or 80), such as charitable agencies, hospitals, correctional facilities, food banks, summer camps, and summer feeding programs must maintain perpetual inventory records at each preparation and/or storage site.

4. RIGHT OF INSPECTION & AUDIT
Representatives of the State Agency, USDA, and other authorized personnel may audit, review, and inspect donated foods, facilities, records, and procedures and methods used in carrying out the requirements of this program at any reasonable time and place.

5. CIVIL RIGHTS COMPLIANCE
The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement..

All feeding sites must have the "And Justice for All" Poster displayed where recipients of the food can read it.

6. COMPLAINTS
Recipient Agency personnel will promptly investigate complaints received in connection with the receipt, storage, utilization, and distribution of donated foods, correct any irregularities and promptly report each instance to the State Agency. Recipient Agency will maintain on file evidence of such investigation and actions. The State Agency and the USDA reserve the right to investigate and will have the final determination as to when a complaint has been properly adjusted.

7. USE OF DONATED FOODS

Donated foods received from the State Agency will be used solely for the benefit of the intended persons in or served by the Recipient Agency. Normal food expenditure will not be reduced because of the receipt of donated foods.

The Recipient Agency will assure that donated foods will not be used as a means for furthering political interest of any individual or party, and that there will be no discrimination in the distribution and use of donated foods. **USDA donated foods will not be sold, exchanged, or traded.** USDA donated foods transferred or otherwise disposed of will be documented in accordance with good inventory management/control practices.

To ensure that the value of USDA Donated Foods allocated to the Recipient Agency for use in its eligible feeding program benefits the intended recipients, the following conditions must be met if the Recipient Agency or its Agent uses its facilities to prepare meals for another party not authorized to receive USDA foods and by virtue of common preparation of meals, USDA foods are used in these outside meals:

a. The price charged to the other party will be sufficient to cover the average value of USDA foods that are used in these meals.

b. Revenue received by Recipient Agency will be deposited in the Recipient Agency's Food Service Account.

c. Sufficient quantities of commercial foods in like kind will be purchased to replace the donated foods.

8. STORAGE

The Recipient Agency will provide storage facilities which insure USDA donated foods are stored at proper temperatures (refrigerators/coolers should be kept between 32° and 41°, freezers should be maintained at 0° or below), under sanitary conditions which are free from rodent, bird, insect, or other animal infestation, in well ventilated areas safeguarded against theft, spoilage and other losses, stored on pallets, shelves, or racks, and organized to provide access to foods. Donated foods will be rotated using the oldest first. Temperatures of freezers and coolers will be checked no less than three times each week, and records of such checks maintained. This includes periods of agency closure such as weekends, Holidays, and summer break. Storage facilities will be maintained to insure the above requirements are met.

9. STORAGE AND TRANSPORTATION COSTS

The Recipient Agency will be responsible for the cost of storing and transporting donated foods allocated by the State Agency.

10. IMPROPER DISTRIBUTION, LOSS, OR DAMAGED FOODS

USDA foods become the responsibility of the Recipient Agency upon receipt. If there is an improper distribution, use, loss, or damage to donated foods through the Recipient Agency's failure to provide proper storage, care, or handling, including lack of required records to demonstrate proper use or distribution, a claim determination will be made by the State Agency. The school Recipient Agency can dispose of damaged donated foods as necessary.

When a claim arises in favor of the Recipient Agency against a warehouseman, distributor, or other person for the loss or damage to USDA donated foods, it is the Recipient Agency's responsibility to take all action necessary to obtain restitution. Any payment received will be used to replace the donated foods lost or paid to the State Agency. Losses or damage to USDA foods attributed to a distributor under state contract will be pursued by the State Agency on behalf of the recipient agencies involved. Any restitution will be prorated to benefit the recipient agencies that incurred the losses.

11. TRANSFER OF FOODS

Any Recipient Agency that cannot properly utilize USDA donated foods allocated to it may request that the State Agency transfer the foods to another agency. Transfer of donated foods from a school district to a non-school recipient agency will be made only with authorization (transfer order) by the State Agency.

The Recipient Agency agrees to release any or all donated foods to the State Agency in case of a state of emergency of any kind declared by the Governor of Virginia or Federal Authorities or when foods are not being properly utilized. The Recipient Agency agrees to abide by USDA's commodity hold/recall procedures as implemented by the State Agency.

12. PROCESSING OF DONATED FOODS

No donated foods will be processed outside the Recipient Agency's premises by converting them into different end products or repackaging them except under written contracts entered into by USDA, the State Agency, or Recipient Agency. Recipient Agency must secure advance written approval by the State Agency of any local agency contract it wishes to enter. Recipient Agency will not release donated foods for any processing without written verification from the State Agency that a contract has been approved with that specific processor. By virtue of this agreement, Recipient Agency may become a party to processing agreements signed between the State Agency and commercial processors.

13. EMPLOYMENT OF FOOD SERVICE COMPANIES

SCHOOLS: The Recipient Agency will not employ the services of a Food Service Management Company unless the contract with such a company is approved by the State Department of Education before the date of service begins. The Recipient Agency will designate an appropriate school division official (official must be employed by the city or county government) to order commodities and maintain records for the USDA Commodity Program. **INSTITUTIONS:** The contract must be approved by the State Agency. Such contracts will not be for more than one year, but may be extended for four additional one year periods. A copy of any food service management contract in effect must be submitted to the State Agency with renewal of this agreement.

14. COMPLIANCE WITH SINGLE AUDIT ACT REQUIREMENTS

Recipient Agency non-profit institutions will obtain an audit in accordance with OMB Circular A-133 when total federal financial assistance including, but not limited to, USDA foods expended exceeds $750,000 per year. This includes Recipient Agencies under Virginia local governments. City, County or State Agency audits must include all Recipient Agencies under their cognizance to determine if total federal assistance expended meets the $750,000 threshold. A copy of any audit reports required because of the expended value of USDA donated foods will be provided to the State Agency.

AMENDMENT OR TERMINATION OF THIS AGREEMENT

The State Agency reserves the right at any time to modify or amend this Agreement. It will give the Recipient Agency written notice of any modification of, or amendment to this Agreement and reasonable opportunity to conform its operations to any amendments. This Agreement will become effective on the date both parties sign below. Either party hereto may, by giving at least 30 days written notice, terminate this Agreement.

Upon receipt of evidence that terms and conditions of this Agreement have not been fully complied with by the Recipient Agency, the State Agency may cancel this Agreement immediately. Any termination of this Agreement for non-compliance with Title VI of the Civil Rights Act of 1964 will be in accordance with applicable laws and regulations. Upon any termination of this Agreement, the Recipient Agency agrees to transfer all donated foods remaining in its possession or control per the direction of the state agency and to maintain all existing Records and Reports, Right of Inspection, and Audit for a period of three years.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates noted below:

VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES, Division of Marketing, Food Distribution Program	RECIPIENT AGENCY
Seth Benton, Administrator Print Name and Title	_____ Print Name and Title
Seth Benton Signature	_____ Signature of **School Superintendent** or Agency Administrator
04/25/2016 Date	_____ Date