

# USDA COMMODITY AGREEMENT

BETWEEN A RECIPIENT AGENCY AND THE  
COMMUNITY FOOD BANK OF CENTRAL ALABAMA



**Name of Recipient Agency:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Street Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Area to be served: \_\_\_\_\_

*The Food Bank ("the CFBCA") agrees to distribute USDA Commodities to eligible recipient agencies in accordance with the regulations set forth by the USDA, 7CFR, Department of Agriculture and the Department of Education. The recipient agency agrees to pay a small maintenance fee of 16 cents per pound to help defray the cost of operation. The Recipient Agency agrees to comply with all provisions of the Agreement and conform to the following requirements:*

1. The recipient agency will only accept amounts of commodities that can be distributed in a reasonable amount of time. Commodities on-hand one year after receipt may be forfeited back to the CFBCA or, if applicable, condemned by USDA. If condemned, payment to USDA for the market price of the destroyed food is required.
2. Distribute foods only to households whose eligibility is determined in accordance with the current USDA Eligibility Criteria, provided annually to the Recipient Agency by the CFBCA. Alabama is a self-declaring state, meaning that no proof of need is required and should not be requested. The signed TEFAP eligibility form is the only documentation that should be used.
3. Maintain accurate and complete records showing who received commodities, the recipients' signature and the agency's inventory records for commodities stored by the recipient agency. Records must be retained for a minimum of three (3) years.
4. Recipient agencies must contact the Community Food Bank of Central Alabama if there is any loss, spoilage or theft of USDA commodities. Loss due to negligence will require payment of loss at market price to the USDA.
5. Recipient agencies must provide adequate facilities for handling, storing and distributing the commodities and properly safeguard the commodities against theft, spoilage, or other loss.
6. Recipient agencies are prohibited from charging a fee to clients for USDA food distributed.
7. Recipient agencies must permit USDA and/or Community Food Bank of Central Alabama representatives to review all records and inspect the Recipient Agency's facility at any reasonable time.
8. Submit all required reports to the CFBCA and/or USDA on a timely basis.
9. Must display the USDA poster "...And Justice For All" and have a civil rights grievance procedure in place.

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10. Keep temperature logs for all dry and cold storage areas at the agency's facilities.
11. Civil Rights Assurance: 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, 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: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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, Director, Office of the Assistance Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, (2) by fax (202)690-7442, or (3) email at [program.intake@usda.gov](mailto:program.intake@usda.gov). USDA is an equal opportunity provider and employer.*

***This Agreement shall become effective on the date signed and shall remain in effect until terminated by either party by 30 days written notice. Upon any termination, the Recipient Agency agrees to comply with instructions of the Food Bank in regard to the transfer of all donated commodities remaining in its possession or control.***

**Agency Director:** \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Print Name*

**Date:** \_\_\_\_\_

**Community Food Bank  
of Central Alabama**

**Agency Relations Manager:** \_\_\_\_\_

*Signature*

\_\_\_\_\_  
*Print Name*

**Date:** \_\_\_\_\_