



Agency Partner



Agreement

Shared Value Statement

We, the members of River Valley Regional Food Bank, are unified by a common vision of a hunger-free, healthy West Central Arkansas. By electing to join the River Valley Regional Food Bank Network, we agree to engage in discussions, make bold decisions and take action collaboratively; working to advance our shared aspirations of supporting our neighbors facing hunger. Undoubtedly, we are Better Together.

Partner Name: _____ Date: _____

Agency ID number: _____

In exchange for the right to be an Agency Partner of the River Valley Regional Food Bank ("RVRFB") and thereby receive products and services from RVRFB. An official representative of your agency is required to complete and sign this agreement signifying that the following Partner agreement is understood and will be faithfully met.

Agency Partner confirms and agrees to:

1. Receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law
2. Comply with Section 170(e)(3) and other requirements for use and distribution of Donated Product
3. Adhere to additional donor stipulations
4. Comply with the policies, procedures, and recordkeeping requirements of the Food Bank
5. Pay the handling fees assessed by the Food Bank
6. Not engage in discrimination in the provision of service against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran or as otherwise prohibited under the current USDA nondiscrimination statement
7. Allow regular Food Bank monitoring visits
8. Maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake processes
9. Acknowledge that all items are accepted in "as is" condition
10. Acknowledge that the original donor, the Food Bank, and Feeding America offer no express warranties in relation to the Donated Product.

11. Release the original donor, the Food Bank, and Feeding America from any liabilities resulting from Donated Product

12. Hold harmless and indemnify the original donor, the Partner Food Bank, and Feeding America from any claims or obligations arising from Donated Product, Agency Partner Conduct, or conditions or activities at Agency Partner locations

PARTNER FOOD BANK AGREEMENT REQUIREMENTS:

13. Agency Partner will maintain records reflecting the total amount of Product received from the Food Bank – including Product received through an Agency Partner Enabled Donor Pick-up Program

14. Agency Partner will keep the records of Product received on file for a minimum of one year from date of receipt

15. Agency Partner will take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security

16. Agency Partner may not engage in Sub-Distribution of Product received from the Food Bank without a signed agreement from the Food Bank. “You are not allowed to share or trade product received from the Food Bank with any other agency.”

17. Agency Partner may not participate in an Enabled Donor Pick-up Program without a signed agreement from the Food Bank

18. When transporting Products, Agency Partner will do so in a manner that prevents contamination and adulteration.

Including, without limitation, the following requirements:

- a) Temperature Controlled for Safety (TCS) foods must be staged, transported, and held at temperatures appropriate to the relevant food item (e.g., safe temperatures for hot or cold TCS foods)
- b) When transporting TCS foods, Agency Partner must use a visible active temperature retention system (e.g., refrigerated vehicle) or a passive temperature retention system (e.g., insulated coolers or bags, thermal blankets, Cambro’s) for the safe transport of cold or hot food.
- c) All vehicles used for transporting Product must have clean food storage areas and be maintained to prevent contamination or adulteration of the transported product.

19. Will provide sanitary, reliable, and product appropriate transportation and sufficient personnel to pick up food at the River Valley Regional Food Bank warehouse.

20. Agency Partner has to have adequate storage, Refrigeration and/or freezer space to ensure the wholesomeness of the food.

21. Will notify the food bank **immediately** upon receipt of food if there is any food product liability (spoiled, inedible, etc.)
22. Will accept food in “as is” condition and agrees to inspect such items, withholding from distribution and/or consumption any food that might be spoiled or inedible.
23. **Agency monthly reports are turned in on/before the 1st of every month.** If reports are not turned in on time, you are subject to suspension of your agency account.
24. Agency is required to place an order at least once a quarter minimum, 4 times per year, unless deemed to be a special program approved by the River Valley Regional Food Bank to keep their account active.
25. All member agencies, excluding group homes, shelters, or daycares cannot be located in or part of an individual’s primary or private residence.

Agency Partner will not:

- 26. Use any non-food Donated Product in their operations or upkeep**
- 27. Use any Donated Product for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to Agency Partner**
- 28. Use Donated Product in connection with fundraisers or events**
- 29. Consume any Donated Product (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties**
- 30. Use Donated Product to compensate or provide incentives to staff or volunteers**
- 31. Will not trade, sell, or barter Donated Product**
- 32. Will not charge clients/recipients any fees for Donated Products**
- 33. Agencies will not require clients to pray, donate, attend service or work to eat and/or receive food.**
- 34. Agency will not store product off site without written consent form River Valley Regional Food Bank.**

As an Agency representative of the Agency listed above, I agree that the following documents have been reviewed. I understand that ongoing, edits, and additions will be made as addendums to this document. I agree that I have received, read, and am willing to support the documents below.

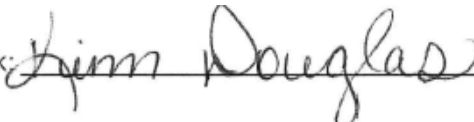
EITHER PARTY MAY TERMINATE THIS CHARTER, WITH OR WITHOUT CASE, UPON 30 DAYS WRITTEN NOTICE.

FAILURE TO COMPLY WITH ANY OF THE PROVISIONS ABOVE OR INCLUDED IN THE AGENCY PARTNER GUIDEBOOK OR ANY OTHER AGREEMENTS, WHICH IS INCORPORATED HEREIN BY REFERENCE, CAN RESULT IN ACTIONS UP TO AND INCLUDING SUSPENSION OR TERMINATION.

I have read and understand all the requirements listed above and agree to adhere to them completely.

Signature on behalf of Agency Partner: _____

Printed Name: _____ Title: _____

Signature on behalf of River Valley Reginal Food Bank:  _____

Printed Name: Kim Douglas Date: _____

USDA Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g. Braille, large print, audiotope, American Sign Language), should contact the responsible state or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling, (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

(2) fax: (833) 256-1665 or (202) 690-7442; or

(3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.