



USDA TEFAP Agreement

Agency Partner Reference Number: _____

Agency Partner Name: _____

Agency Partner Address: _____

Agency Primary Contact Name: _____ **Phone Number:** _____

USDA (TEFAP) Distribution Dates and Times: _____

To distribute United States Department of Agriculture (USDA) food made available through The Emergency Food Assistance Program (TEFAP) in a safe, efficient, and responsible manner, _____
(Agency Partner) agrees to the following:

1. Agency Partner holds a tax-exempt status in good standing
 - a. **Tax Exemption Number:** _____
2. Agency Partner will comply with the requirements in 7 CFR Part 250, 251, and other regulations and policies referenced in the state plan and the State agency's written agreement with FNS.
3. Agency Partner 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 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex (including orientation and gender identity), 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.
4. Agency Partner contact must complete full Civil Rights training annually and ensure that all volunteers interacting with clients know the procedures. Recurring volunteers should complete full training provided by Feeding America West Michigan. Civil Rights training is renewed annually.
5. Agency Partner must ensure proper storage and handling of USDA foods. USDA foods must be stored under sanitary conditions free from rodents, birds, insects, or other animal infestations in well-ventilated areas safeguarded against theft, spoilage, or other losses. USDA foods must be stored off the floor, on pallets, racks, or shelves, and organized to provide easy identification and access.
6. Agency Partner may do one of two options if there is leftover USDA food: 1) safely store leftover USDA food until the next distribution, or 2) safely transfer it to another FAWM Partner authorized to distribute TEFAP.
7. During the program's house of operations, the Agency Partner must distribute USDA food to any eligible client who asks for food assistance. The client should have access to all TEFAP available and be referred to other programs if they are better suited to meet the client's needs.
8. Agency Partner is expected to collect, keep, and share with Feeding America West Michigan all USDA participation records that include date of distribution (issuance), participant name, state of residence, number in household, and means of eligibility using current, approved certification procedures, along with reporting procedures.



9. Agency Partner does not require any verification of a client's identity, residency, or income, e.g. no paystubs, driver's licenses, or utility bills. The client takes responsibility for compliance with program eligibility requirements when they fill out the self-declaration of need form (either electronically using an approved software program or paper). Volunteers at the Agency Partner's site are relieved of both legal and programmatic liability.
10. Agency Partner, including members, staff, and volunteers, must not sell, transfer, barter, or fundraise with USDA foods.
11. Agency Partner will provide food items to eligible participants without charge of any kind.
12. Agency Partner will conduct outreach that includes the program name (TEFAP), the site's name, address, distribution days/dates, and times.
 - a. Agency Partner must include the short form of the non-discrimination statement on all pantry outreach materials, where space does not allow the long form. (The long form is on the individual sign-in sheet and "And Justice for All" poster).
 - b. "This institution is an equal opportunity provider."
13. Agency Partner must display pantry hours for clients to see even if the pantry is closed.
14. Agency Partner will notify Feeding America West Michigan before any changes, temporary or permanent, to the schedule are made throughout the year.
15. Agency Partner will inform the Feeding America West Michigan Community Impact team whenever a distribution disruption will take place or has taken place (closed for any reason). This information needs to be received by FAWM as early as possible, but no later than three business days after the event so it can be documented.
 - a. If possible, post a sign on the site's entrance indicating the closure, the day and time of the next distribution at that location, and directions to call 2-1-1 for information regarding other assistance opportunities available that same day.
 - i. Inform all new intake clients of this closure procedure.
16. Agency Partner must display the current "And Justice for All" Poster during TEFAP distributions for clients to see.
17. Agency Partner must post the "Notice of Beneficiary Rights."
18. Agency Partner will have a Limited English Proficiency (LEP) plan to provide resources in the event a non-English speaking participant comes for USDA foods. Outreach should be targeted as necessary.

This agreement is permanent and may be terminated with 30 days of written notice for failure to comply.

Agency Partner Contact Name: _____ **Date:** _____

Agency Partner Signature: _____

For Feeding America West Michigan Use Only:

Staff Approving USDA Agreement: _____

Title: _____ Date: _____