

USDA (TEFAP) Agreement

FBEM Partner (Agency) Reference # _____ FBEM Partner: _____

Address: _____

FBEM Partner Contact Name: _____ Phone Number: _____

USDA (TEFAP) Distribution Days and Times: _____

In order 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, _____ (FBEM Partner) agrees to the following:

1. FBEM Partner holds good standing tax-exempt status.
 - a. **Tax Exemption Number:** _____
2. FBEM Partner will comply with the requirements in 7 CFR Part [250](#), [251](#), and other regulations and policies referenced in the state plan and in the State agency's written agreement with FNS.
3. FBEM 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, 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. FBEM Partner contact must complete full Civil Rights Training at least annually, and ensure all volunteers interacting with clients are aware of procedures. Recurring volunteers should complete full training provided by FBEM Partner. Civil Rights Training is renewed annually.
5. FBEM Partner must ensure proper storage and handling of USDA (TEFAP) product. Product must be stored under sanitary conditions that are free from rodent, bird, insect, or other animal infestation, in well-ventilated areas that are safeguarded against theft, spoilage, or other losses. USDA (TEFAP) foods must be stored off the floor, on pallets, racks, or shelves and organized to provide easy identification and access.
6. FBEM Partner may do one of two options if there is leftover USDA (TEFAP) food: 1) safely store leftover USDA (TEFAP) food until the next distribution, or 2) safely transfer it to another FBEM Partner that is authorized to distribute USDA (TEFAP). Contact CFP for more information or questions.
7. During program's hours of operations, FBEM Partner must be willing to distribute USDA (TEFAP) product to any eligible client who asks for food assistance. Client should have access to all USDA (TEFAP) products available and be referred to other programs if they are better suited to meet client's needs.
8. FBEM Partner is expected to collect, keep and share with FBEM all USDA (TEFAP) participation records that include date of distribution (issuance), participant name, address, number in household and means of eligibility using current, approved **Certification Procedures**, along with **Reporting Procedures**.
9. FBEM Partner does not ask for or require any verification of a client's identity, residency or income, eg. no paystubs, driver's licenses, utility bills. Client takes responsibility for compliance with program eligibility requirements when they fill out the self-declaration of need form (either electronically on Link2Feed, or on paper). Volunteers and paid staff at FBEM Partner site are relieved of both legal and all programmatic liability.

10. FBEM Partner, including members, staff and volunteers, must not sell, transfer, barter, or fundraise with USDA (TEFAP) products.
11. FBEM Partner will provide food items to eligible participants without charge of any kind.
12. FBEM Partner will conduct outreach that includes the program name (TEFAP), the site's name, address, distribution days/dates, times.
 - a. FBEM 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 sign-in sheet and poster).
 "This institution is an equal opportunity provider."
13. FBEM Partner must display pantry hours for clients to see even if pantry is closed.
14. FBEM Partner will notify the Food Bank of Eastern Michigan before any changes, temporary or permanent, to the schedule are made throughout the year
15. FBEM Partner will inform the FBEM Community Outreach team whenever a distribution disruption will take place or has taken place (closed for any reason). This information needs to be received by FBEM as early as possible, but no later than 3 business days after the event so we can document this.
 - a. If possible, post a sign on the site's recipient entrance door 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. FBEM Partner must display the current "And Justice For All Poster" during USDA (TEFAP) distribution for clients to see.
17. FBEM Partner must post the "Notice of Beneficiary Rights" if it is a faith-based program.
18. FBEM Partner will have a Limited English Proficiency (LEP) plan to provide resources in the event a non-English speaking participant comes for USDA (TEFAP) food.

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

FBEM Partner Contact Name: _____ **Date** _____

FBEM Partner Signature: _____

For Food Bank of Eastern Michigan use only:

Food Bank of Eastern Michigan Staff person approving USDA Agreement:

Title: _____ **Date:** _____