

FOODSHARE

AGREEMENT FOR DISTRIBUTION AND UTILIZATION OF USDA FOODS

February 1, 2019- June 30, 2019

PARTNER PROGRAM NAME

ACCOUNT NUMBER

PROGRAM TYPE (CIRCLE ONE): PANTRY KITCHEN SHELTER OTHER: _____

The Emergency Food Assistance Program (TEFAP) is a Federal program that helps supplement the diets of low-income individuals by providing emergency food assistance at no cost. Eligible Agencies completing this Agreement have access to such staples as rice, cereal, canned fruits and vegetables, juice, milk and frozen meats. The rules and regulations established by the United States Department of Agriculture (USDA) for the use and distribution of TEFAP product can be found in [7 CFR Part 251](#).

Foodshare and _____ (Partner Program) located at (Partner Program Physical Address) _____ agree as follows:

1. The Partner Program is an institution whose primary purpose is serving the needy by distributing food through a grocery program for home consumption or one that prepares congregate meals that are free and open to the public.
2. The Partner Program agrees to operate The Emergency Feeding Assistance Program (TEFAP) in accordance with all state and federal regulations, including 7CFR, Part 251 as well as all relevant USDA Food and Nutrition Service (USDA FNS) policies and instructions.
3. TEFAP Product will only be distributed to households that meet the eligibility criteria. The Partner Program will maintain a system for inventory and distribution that documents TEFAP Foods are provided only to eligible recipients.
4. **Pantries** that distribute TEFAP Product to individual households will document eligibility by requiring participants to sign the Statement of Eligibility to receive USDA Foods from The Emergency Food Assistance Program and keep those forms on file at the physical location of the program for 3 years, plus the current year. Recipients must affirm that they meet the income guidelines for their household the first time that they receive USDA Foods from TEFAP during the period of eligibility. Applicant households must not be required to verify their income. Applicant households must not be required to verify the members of their household. The period of eligibility runs July 1- June 30. Pantries must have households attest that they are still eligible to receive TEFAP products at EACH distribution by having them sign a Distribution Log.

5. **Meal Programs** that prepare public congregate meals for those in need may use the TEFAP Products for on-site meal preparation. These programs are not required to establish household eligibility nor obtain client signatures.
6. Records to document the receipt, disposal, inventory and disbursement of TEFAP Products must be maintained. These records will be retained by the Partner Program for three years from the close of the Federal fiscal year to which they pertain. Said records will be available for inspection by concerned Federal, State, and Foodshare personnel. The Partner Program will report all damaged or stolen TEFAP Product to Foodshare as soon as possible.
7. The Partner Program will store TEFAP Products according to USDA regulations, and follow proper food handling practices, including but not limited to:
 - a. Installing thermometers in frozen, refrigerated, and dry storage areas, and monitoring them regularly;
 - b. Using products on the First In, First Out (FIFO) inventory system (unless a product with an older production date is received);
 - c. Taking precautions to safeguard against theft, pests, fire, spoilage and other losses.
8. The Partner Program will not store food in private homes.
9. The Partner Program agrees to submit to Foodshare the Monthly Statistics Report; this report will provide statistical information on the number of individuals and meals served. The Monthly Statistics Report is due on the 15th of the following month.
10. Individual recipients shall not be required to make any payments in money, materials, or services for or in connection with the receipt of USDA foods, nor shall voluntary contributions be solicited.
11. USDA Foods may not be used in mass distribution or holiday-food basket programs. USDA Foods must be used as available through an existing grocery program or for preparation of meals for congregate feeding.
12. USDA Foods may not be sold or exchanged.
13. The Partner Program will forward any complaints about product quality or safety to Foodshare.
14. The Partner Program will comply with any product hold or recall instructions given by Foodshare, the CT Department of Social Services, or the USDA.
15. The Partner Program will provide annual Civil Rights training to all employees and volunteers who work directly with program applicants and recipients.
16. The Partner Program will display the "And Justice For All" poster where it can be seen by all recipients at each site where USDA Foods are served or distributed. Poster must be 11" x 17" in size. Posters in a variety of languages can be downloaded [here](#).
17. The Partner Program 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.

18. The Partner Program will take reasonable steps to ensure that meaningful access to their programs is available to applicants and/or recipients with Limited English Proficiency (LEP).
19. If the Partner Program is a religious organization, it will comply with [7CFR, Part 16](#).
20. Foodshare or the CT Department of Social Services may cancel this agreement immediately upon receipt of evidence that the Partner Program is not in compliance with the terms and conditions referenced in this agreement.
21. The Partner Program and Foodshare will sign a renewal of this agreement each year to affirm or update contact information, and to affirm the Partner Program’s understanding of the program regulations and responsibilities.
22. A copy of this Agreement for Distribution and Utilization of USDA Foods must be kept on file at the location of distribution or use.

Partner Program Information:

 Recipient Agency

 Agency #

 Print name of authorized agent

 Signature

 Title

 Email address

 Date

Foodshare Information:

Paula Siebers
 Partner Programs Manger

 Signature

 Date