

**THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
RECOMMENDED AGREEMENT BETWEEN
FOOD BANK AND DISTRIBUTION AGENCY/SITE
(April 2010)**

This agreement is between _____ (Agency/Site)
and _____ (Food Bank).

If an agency, hereafter referred to as site, is conducting congregate feeding exclusively, then it agrees to abide by items 7-20 only.

1. The site agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as commodities, to eligible recipients who live within the site's defined geographical service area.
2. If a recipient from out of the site's service area requests food, the site will serve them on a one time exception basis and will advise the recipient of their proper distribution site.
3. Recipients must self certify that they are income eligible by signing the EFA-7 sign-in sheet.
4. The site agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
5. The site agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution site or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
6. In the event the site is providing commodities to homebound recipients, the site agrees to ensure that these recipients sign the EFA-7 sign-in sheet.
7. The site agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:
 - a. "And Justice for All" poster Form AD-475C
 - b. CDSS established Income Guidelines
8. The site agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the Site must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event that all of the available food is distributed before the scheduled end time.
9. The site agrees to not charge recipients for any commodities they receive, nor shall they be asked or solicited for payment or donations of any kind in conjunction with receiving commodities.
10. The site agrees never to sell or trade commodities.
11. The site agrees not to redistribute commodities to other sites, or any other entity without prior written approval from the food bank.

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12. The site agrees to obtain prior written approval from the food bank before conducting closed distributions.
13. The site agrees that no political, religious, or any other non-related activity can be conducted as a condition of, or in conjunction with, receiving commodities or prepared meals containing commodities.
14. If storing commodities, the site's storage area must meet the following conditions:
 - a. Storage area must be sanitary and free from infestation
 - b. Commodities must be maintained at proper storage temperatures
 - c. Commodities must be stocked separately, in an identifiable manner
 - d. Commodities must be stored off the floor, in a manner to allow for adequate ventilation.
 - e. Storage area must be safeguarded against theft, spoilage, loss, or misuse
15. The site agrees to allow storage facilities to be inspected by Federal, State, and local authorities for health requirements.
16. The site agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.
17. Either party may terminate this agreement by giving 30 days written notice to the other party. The food bank or the State may cancel this agreement immediately upon receipt of evidence that the site is not in compliance with the terms and conditions referenced in aforementioned terms.
18. The food bank, USDA and EFAP retain the right to visit and inspect the site without prior notice.
19. The site agrees to abide by any addendums the Food Bank requires.
20. The site will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.

Authorized Agency/Site Representative

Date

Distribution Site Address

Food Bank Representative

Date