



## THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP) COMMODITIES AGREEMENT

This agreement is between \_\_\_\_\_ (Agency Name, hereafter referred to as the “Site”) and the Los Angeles Regional Food Bank (hereafter referred to as the “Food Bank”).

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. If agency distributes food according to service area, service area information must be posted in clear sight of recipients.
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 his/hers proper distribution Site or to a referral agency. Site is required to serve the person if he/she returns to the site for TEFAP commodities
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. The correct way to sign the EFA-7 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. The site must bring all required TEFAP signs to home deliveries.
7. The Site agrees to have prominently displayed in clear sight of recipients the following signs whenever commodities are distributed:
  - a. “And Justice for All” poster Form AD-475C
  - b. Current CDSS established Income Guidelines
  - c. Notice to Public
  - d. No Selling sign
  - e. No Application sign (only for agencies that request an application for other food and/or services).
  - f. TEFAP Written Notice of Beneficiary Rights (only for agencies that are religious in nature).
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 not to 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.
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 will 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 and temperatures must be recorded on a temp log.
  - 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 this agreement.
18. The Food Bank, USDA and TEFAP representatives retain the right to visit and inspect the Site without prior notice.
19. The Site will operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 that pertain to the Emergency Food Assistance Program. (This referenced section of the Code of Federal Regulations refers to general operations and distribution policies and procedures outlined in this agreement.)
20. The Site agrees to promptly investigate all reports of misuse of donated food within their distribution area and to provide information to the Food Bank.
21. The Site agrees to keep an inventory of commodities showing what is on hand, received, distributed and/or returned to the Food Bank. A perpetual inventory report shall be submitted to the Food Bank by the 5<sup>th</sup> business day of each month detailing the number of cases of each commodity that were received, distributed and remain for the previous month.
22. The Site agrees to submit to the Food Bank a monthly participation report by the 5<sup>th</sup> business day of each month detailing the number of duplicated and unduplicated households and persons.

23. The Site agrees to keep records (TEFAP reports and sign-in sheets) pertaining to TEFAP for four years at agency Site.
24. The Site agrees to train all agency frontline and non-frontline staff and volunteers annually who handle personal information and/or interact with TEFAP food recipients regarding Civil Rights. The site agrees to only use the established Civil Right training approved and provided by the California CDSS Office.
25. The Site ensures that under no circumstances will they discriminate due to race, color, national origin, sex, age, religion, political beliefs or disability.
26. The Site agrees to print the following statement on all printed outreach materials that advertises a TEFAP distribution. "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability."
27. The Site agrees that in the case of disaster or during post disaster recovery it may be required but not limited to the following: distribute food and/or supplies to people affected by the disaster, operate distribution Site outside of normal hours of operation and/or provide short term storage for USDA commodities, other food items and/or supplies.
28. To have two people at the Site trained on the terms and conditions referenced in this agreement.
29. The Site agrees to abide by any addendums the Food Bank requires.

**TEFAP Agreement: Agency will distribute TEFAP commodities at the following site**

Agency Name: \_\_\_\_\_ Acct#: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone #: \_\_\_\_\_ Cell Office Other

Define your geographical service area: (Ex. zip codes or city) \_\_\_\_\_

**Please use separate form for additional sites:**

| Day(s) of Distribution | Start Time | End Time | Start Time | End Time |
|------------------------|------------|----------|------------|----------|
| Monday                 | _____      | _____    | _____      | _____    |
| Tuesday                | _____      | _____    | _____      | _____    |
| Wednesday              | _____      | _____    | _____      | _____    |
| Thursday               | _____      | _____    | _____      | _____    |
| Friday                 | _____      | _____    | _____      | _____    |
| Saturday               | _____      | _____    | _____      | _____    |
| Sunday                 | _____      | _____    | _____      | _____    |

**Please circle if your distribution is:**

- WEEKLY
- BI-WEEKLY (Schedule of dates must be attached for the next 12 months)
- BI-WEEKLY: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>
- MONTHLY: 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> 4<sup>th</sup>

\_\_\_\_\_  
 Signature of Chief Executive  
 (E.g. Executive Director, Board President, Pastor, etc.)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Name of Chief Executive (Print)

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Michael Flood, President & CEO  
 Los Angeles Regional Food Bank

\_\_\_\_\_  
 Date