

The Emergency Food Assistance Program (TEFAP)

Member Agency Agreement with Maui Food Bank

This Permanent Agreement, herein after called "Agreement", made on _____
Date
between the Maui Food Bank, whose address is 760 Kolu Street, Wailuku, HI 96793, and the
Member Agency _____,
whose address is _____.

This agreement is for the distribution of the United State Department of Agriculture (USDA) donated food under The Emergency Food Assistance Program (TEFAP) by Maui Food Bank in the County of Maui. This agreement is considered permanent, with amendments to be made as necessary.

In consideration of the mutual premises herein after contained, the parties agree that this Agreement will be performed in accordance with the following conditions:

I. The Agency attests that:

It is a charitable institution; is public or is private, possessing tax exempt status pursuant to Title 7, CFR 251.3(a)(3); is not a penal institution and provides food assistance to needy persons for household consumption or to needy persons in the form of prepared meals.

II. The Agency agrees to:

1. Administer and distribute TEFAP USDA donated foods in compliance with the requirements of Title 7 CFR Part 251, Title 7 CFR Part 250 (as applicable), all pertinent policies, rules, regulations and procedures established by the USDA.
2. Determine eligibility of households prior to issuing any TEFAP USDA donated food for household consumption, whose total gross income is no greater than 185% of the amount specified in the U.S. Federal Poverty Guidelines for the State of Hawaii.
3. Use TEFAP USDA donated food only for the distribution to eligible households or for congregate feeding. TEFAP USDA donated food shall not be sold, exchanged or otherwise disposed of without the approval of the Food Bank.
4. Submit a semi-annual physical inventory of TEFAP USDA commodities as of June 30 and December 31 of each calendar year, submitting the inventory report to the Food Bank by July 15 and January 15, respectively.
5. Allow the Food Bank access to, or furnish information/documentation that is necessary for the Food Bank to conduct reviews, and monitor progress or performance to determine conformity with intended program purposes. The Member Agency shall also permit representatives of the State of Hawaii Office of Community Services or USDA to visit its sites; inspect donated food in storage, or the facilities used in handling or storing donated food; to monitor distributions and to review and audit all records pertinent to TEFAP at any reasonable time during normal working hours.

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6. Not solicit donations in any manner from clients or require any client to pay for TEFAP USDA donated food, join any organization or group, attend or participate in a religious practice or service or any other activity unrelated to the distribution of TEFAP USDA donated food, as a condition for receiving TEFAP USDA donated food.
7. The Member Agency may not discriminate because of race, color, national origin, religion, sex, age, gender identity, ancestry, sexual orientation, marital status, national origin or disability.
8. Attend training provided by the Food Bank regarding TEFAP, Civil Rights, etc., as required and train staff on a regular basis, not less than annually on all aspects of TEFAP, Civil Rights laws, policies and procedures, etc. and maintain a civil rights file of all individuals trained (to include date of training and signature of trainer).
9. Submit monthly participation reports for household and people served to the Food Bank by the 15th of the following month.
10. The Member Agency will ensure all distributions occur at locations in which is consistently available to the community (i.e. food pantries, soup kitchens). If the Member Agency will operate mobile food pantries, information on scheduled distribution dates, times and locations shall be available to the Food Bank and OCS upon request. Mobile food pantries shall be operated in a method in which clients can rely on a stable food distribution system with consistency in scheduling and availability.
11. Prominently display the “And Justice for All” poster.
12. The Member Agency must sign a receipt for any TEFAP USDA donated food received. The receipt must include: the number of cases each TEFAP USDA donated food, date and signature. The Food Bank shall maintain the original receipt in its files. The Member Agency should keep a copy of the receipt for its files.
13. Food Pantries: The Member Agency distributing TEFAP USDA donated food to households for home consumption must certify the client’s eligibility, using the TEFAP Distribution Form and income guidelines provided by the Food Bank for this purpose. The recipient must sign the TEFAP Distribution Form each time they receive food. Federal regulations do not require keeping a record of the specific TEFAP foods or quantities issued to each household.
14. Soup Kitchens: Maintain a record of the number of meals served per day. Sites **do not** have to maintain records of the names of people to whom they serve meals, and the meal recipients do not have to sign for their meals.
15. All records, documents, etc., required by USDA regulations, policies or this agreement, must be retained for three (3) years following the close of the federal fiscal year to which they pertain.
16. The Member Agency (which may include commercial storage facilities under contract with the Member Agency, as applicable), must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage or other loss and under Title 7 CFR 250.12.
17. The Member Agency will use a first-in-first-out (FIFO) system of inventory management, rotating stock accordingly and accurately maintaining inventory record of product issuance.
18. The facility must maintain the foods in sanitary conditions, and free of any rodent, bird, insect or other animal infestation; and at the proper temperature and humidity, with adequate air circulation.

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19. The Member Agency must ensure that storage facilities comply with all Federal and State requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.
20. In the event of a recall, the Food Bank will notify you. The Food Bank and you must remove, destroy, or otherwise dispose of, in accordance with FNS instruction and OCS requirements, pertaining to food safety and health. You must also keep track of any distributed foods, which shall include the number issued and the number in inventory. In the event that a commodity was distributed, you will need to notify the participants that 1) they shall refrain from eating the recalled commodity and 2) dispose of the recalled commodity. Notifications may be done via word of mouth or fliers and signs at the distribution sites.
21. The Member Agency certifies that it has the proper facilities for the storage and protection of TEFAP foods.
22. The Member Agency agrees to take a daily temperature reading of the storage areas: freezer, cooler, and dry, where TEFAP foods are stored.
23. Internal thermometers must be used when taking temperatures in the freezer and cooler storage areas.
24. USDA considers any loss of TEFAP USDA foods due to refrigeration or freezer failure as negligence and subject to loss claim action.
25. All participants will be informed by the Local Agency or the ERA of their rights and obligations during their participation.
26. Any complaint the participant makes, the Local Agency and the ERA is then responsible for the investigation and must notify the participant in writing of their findings.
27. All persons making the complaint must be notified of their right to a fair hearing, so they may take further action if they are not satisfied with the results the Local Agency provided.
28. This agreement may be terminated by either party, for cause, upon no less than thirty (30) calendar days' notice, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered in writing by certified mail, return receipt requested or in person with proof of delivery.

III. Civil Rights Assurances:

1. The agency hereby agrees that it will comply with: i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189); vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000); vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.); viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3); ix. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the

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Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement. x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance. By accepting this assurance, the agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the agency.

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- We operate a Food Pantry or Emergency Feeding Program and agree to maintain records of all clients who receive TEFAP/USDA products including Name, Address, Number in Household, and Statement of Need.

- We operate a Soup Kitchen or other onsite feeding program and verify that over 50% of those we serve are needy.

I have read the Agency Membership Agreement and understand, accept and agree to all of the above terms. I understand that failure to follow the Food Bank policies and procedures will mean suspension and/or termination of membership.

AGENCY

Authorizing Name, Title and Signature

Date

MAUI FOOD BANK

Authorizing Food Bank Representative Name, Title and Signature

Date