

**The Emergency Food Assistance Program (TEFAP) Agreement**  
**VIRGINIA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**  
**Division of Marketing - Food Distribution Program**  
**SUB AGENCY AGREEMENT**

**Name of Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **County:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Distribution Site:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **County:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Authorized Representative & Title:** \_\_\_\_\_

\_\_\_\_\_  
(Person responsible for site paperwork and for distributing TEFAP food boxes monthly)

**Names of persons authorized to sign for TEFAP Commodities Delivery:**

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Days and times of TEFAP Distribution:**

Circle the day(s) you will distribute TEFAP Boxes: Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

What hour(s) will you be open to distribute the TEFAP? From \_\_\_\_\_ To \_\_\_\_\_

Do you have a refrigerator on site to store perishable items until recipients pick them up? Y \_\_\_\_ N \_\_\_\_

Do you have a freezer on site to store perishable items until recipients pick them up? Y \_\_\_\_ N \_\_\_\_

Do you have dry storage area on site to store non-perishable items until recipients pick them up? Y \_\_\_\_ N \_\_\_\_

Do you have a secure (locked) room, cabinets, closets, shelves, etc. to store TEFAP Commodities until recipients pick them up? Y \_\_\_\_ N \_\_\_\_

**BY SIGNING THIS DOCUMENT, THE SITE COORDINATOR AGREES TO THE FOLLOWING VDACS REGULATIONS:**

- Each agency and sub-agency will sign and comply with the VDACS Agreement Addendum and Sub Agency Agreement annually.
- Each agency and sub-agency will administer the program in accordance with the provisions of 7 CFR 251 and 7 CFR 250 where applicable.
- Agency receiving USDA Foods for distribution is responsible for any loss resulting from improper distribution, or improper storage, care, or handling of USDA Foods; each agency receiving program funds/commodities is responsible for any misuse of program funds/commodities.
- Agency agrees that either party may terminate the agreement by written notice with a minimum of 30 days' notice.
- Agency agrees to unannounced monitoring visits by the Food Bank, Virginia Department of Agriculture and Consumer Services and the United States Department of Agriculture.
- Agency agrees to notify the Food Bank promptly if a change takes place in the program address, site coordinator, phone number, days of distribution, etc.
- Agency agrees to send one representative from your program to any meeting/training that the Food Bank deems mandatory.
- Agency ensures that no TEFAP commodities are used for political interest by any parties; nor used for outreach; refreshments or for any purpose other than distribution to TEFAP participants.
- Agency agrees not to sell, barter or exchange TEFAP Commodities for money or other goods or services.
- Agency agrees to provide storage facilities which ensure USDA donated foods are stored at proper temperatures (refrigerators/coolers should be kept between 32° and 40°, freezers should be maintained at 0° or below, dry storage maintained between 50° and 70°), under sanitary conditions which are free from rodent, bird, insect, or other animal infestation, in well-ventilated areas safeguarded against theft, spoilage and other losses, stored on pallets, shelves, or racks, and organized to provide access to foods. Other safe storage and handling requirements must be met in accordance with the State Plan and TEFAP manual. Donated foods will be dated and rotated using the oldest first. Temperatures of freezers and coolers will be checked no less than three times each week, and records of such checks maintained. This includes periods of agency closure such as weekends, holidays, and summer break. Digital temperatures may be used in lieu of manual temperatures provided a log of daily temperatures can be printed.
- Agency agrees to ensure USDA foods are distributed to eligible households in accordance with eligibility criteria provided by VDACS.
- Agency may enter into a written agreement with a state office or other approved agency where populations of citizens who are likely to qualify for TEFAP gather. Such sub-agency must be pre-approved by the Food Bank and VDACS, and is subject to inspection and all other agency requirements.

- Agency agrees to conduct a monthly inventory to report to the Food Banks the number of cases/units of USDA foods distributed to eligible households. Also, a monthly total of households that were served must be tallied and reported to the Food Banks.
- Agency agrees to comply with the Civil Rights responsibilities in the handbook as well as any future guidance. This includes training staff and volunteers on civil rights and complaint handling procedures.
- Agency agrees to immediately, report any losses of USDA foods to their Food Bank. Agency further agrees that it will not dispose of any damaged or out-of-condition foods until instructed to by Food Bank.
- Agency agrees to maintain all program records for the current year and three years prior, except for the Pre-Award Civil Rights questionnaire which must be retained as long as the agency distributes USDA Foods.
- Agencies that close on their own or by the food bank are responsible for returning any USDA foods that have not been distributed either back to the food bank and/or transfer the remaining USDA foods to an active EFO. The Food Bank will be responsible for the transfer of all remaining food in the event of an agency closure or termination. All documentation regarding the transfer and/or distribution of food must be recorded and maintained in the corresponding agency files.
- Agency will certify recipients (applicants), every three (3) years.
- Agency will display the “And Justice for All” poster, the written notice to all beneficiaries and prospective beneficiaries of the right to be referred to an alternate provider, and all required TEFAP information at your site of distribution. In addition, the agency will ensure the civil right complaint forms are accessible.

The program applicant 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 (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity 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.

**Does your agency have any additional TEFAP distribution sites? If yes, please note below:**

**Type of Site (Circle all that apply):** Food Distribution Site    Mobile Food Pantry    State Office

**Site Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Day(s) of distribution from this site:**

**Time(s) of distribution from this site:**

**Is food stored and/or prepped at this site? Yes / No**

**If no, please explain:** \_\_\_\_\_

**Type of Site (Circle all that apply):** Food Distribution Site    Mobile Food Pantry    State Office

**Site Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Day(s) of distribution from this site:**

**Time(s) of distribution from this site:**

**Is food stored and/or prepped at this site? Yes / No**

**If no, please explain:** \_\_\_\_\_

### **USDA Non-Discrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online

at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

2. **fax:**

(833) 256-1665 or (202) 690-7442; or

3. **email:**

[Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

This institution is an equal opportunity provider.

**By signing, I agree that the information provided on this application is complete and accurate to the best of my knowledge.**

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**Signature of Agency Representative**

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**Date**