

ATTACHMENT A – TEFAP DISTRIBUTION

To the Uniform Agency Agreement Between the

MISSISSIPPI FOOD NETWORK

AND

_____/_____
EMERGENCY FEEDING ORGANIZATION/DISTRIBUTING AGENCY AGENCY NUMBER

_____/_____
CONTACT PERSON TELEPHONE NUMBER

**FOR LOCAL OPERATION OF
THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
ADMINISTERED UNDER DIRECTION OF THE MISSISSIPPI DEPARTMENT
OF HUMAN SERVICES (MDHS)**

A. In addition to the terms of the Uniform Agency Agreement, the Mississippi Food Network (MFN) and the Emergency Feeding Organization (EFO)/Distributing Agency whose name appears above enter into this Agreement for the performance of the following function relating specifically to the receipt and distribution of USDA TEFAP foods, briefly described as:

The distribution of commodities made available by the United States Department of Agriculture (USDA) pursuant to 7 U.S.C. 612c to eligible soup kitchens, food banks, food pantries, and emergency feeding organizations in accordance with 7 CFR 250 and 251 and the Hunger Prevention Act of 1899 (P.L. 100-435) and subsequent amendments. Priority must be given to those organizations that receive food for the purpose of maintaining an established feeding operation to provide food to needy homeless persons on a regular basis as an integral part of their normal activities. Section 110 foods purchase by the USDA are primarily intended for use in congregate eating facilities, but excess foods may be made available to individual households for home consumption.

B. The EFO/Distributing Agency agrees to immediately notify the MFN in writing if it alters its program in such a manner as to no longer be eligible for these USDA foods.

C. The EFO/Agency agrees to comply with all provisions of the Uniform Agency Agreement and Attachment A, Federal Regulations and any amendments thereto, and to any instructions, policies or procedures issued in connection therewith by the Mississippi Department of Human Services (MDHS) and/or the MFN.

D. Specifically, the EFO/Agency agrees to conform to the following requirements for receipt and distribution of USDA foods:

1. Operated the program in compliance with all State and Federal laws and all rules and regulation and policies established by USDA, MDHS and MFN.
2. Provide adequate facilities for the handling and storage of commodities and properly safeguard the commodities against theft, spoilage, or other loss. USDA foods shall not be sold or exchanged. TEFAP foods shall not be disposed of without approval of the MFN.

3. Accept only the amounts of commodities that can be stored and distributed without waste.
4. Establish eligibility for individual participation and conduct timely case reviews according to Program policy provided by MFN. (See the Income Eligibility Scale issued by USDA based on the Federal Poverty Level, updated annually.)
5. Maintain accurate and complete records to document the receipt, eligibility determination, use/distribution, disposal and inventory of all USDA commodities, using forms approved/developed by MFN, as follows:
 - A. Food pantries must maintain a record of:
 - (1) client eligibility forms for all individuals/families receiving TEFAP products.
 - (2) the household size,
 - (3) the documentation used to determine need (Income Eligibility-Attachment A),
 - (4) the date food was given,
 - (5) the signature of the person who receives the foods, and
 - (6) the amount of food issued.
 - B. Soup kitchens shelters must maintain a record of:
 - (1) the date food was served,
 - (2) the menu used with USDA food items marked,
 - (3) the amount of food used, and
 - (4) the number of persons served.
 - C. Shelters and Group Homes must maintain a record of:
 - (1) copies of your organization's client application/enrollment forms,
 - (2) the date food was served,
 - (3) the menu used with USDA food items marked,
 - (4) the amount of food used, and
 - (5) the number of person served.
6. Submit all reports and documentation required by MFN. Failure to file timely reports may be a basis for suspension and/or cancellation of this Agreement.
7. Not charge, or require donations or services from, any individual for any USDA commodity distributed or served.
8. Report promptly all instances of lost USDA commodities to MFN. Lost commodities are those that, for any reason, cannot be demonstrated by appropriate records, or other satisfactory evidence, to have been received or properly distributed. (Commodities may be lost through theft, damage, spoilage, infestation, sale or exchange, diversion to an improper use, natural disaster or other similar causes.)
9. Be held responsible of MFN and MDHS for any improper use or distribution of any donated USDA commodity Food or for the loss of, or damage to, donated foods caused by the fault or negligence of the EFO/Distributing Agency. MFN will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, the USDA donated food. The EFO/Agency may be required to pay for the lost commodities at a sum equal to the USDA value established at the time of allocation to MDHS.
10. Permit representatives of USDA, MDHS and MFN to inspect the facilities used for handling and

storage of USDA commodities, to inspect the donated foods in storage, and to review or audit all USDA-related records at any reasonable time.

11. Not reduce normal EFO/Distributing Agency expenditures for non-USDA food because of receipt of Federal USDA commodities, but agree to use the USDA foods to supplement other food sources.
12. In accordance with 7 CFR 251.9(6) (g), the distribution of commodities shall not be used as a means for furthering the political interest of any individual, group or party.
13. Comply with all applicable Federal and State laws, regulations and executive orders regarding non-discrimination. USDA prohibits discrimination on the basis or race, color, national origin, sex, age or disability. The current USDA "...And Justice for All" poster or USDA approved substitute must be prominently displayed in the Agency's application intake and distribution area for information to all participants and applicants of the current policy and procedures.
14. Inform applicants/recipients of the procedures to file a complaint about the Program and/or to request a fair hearing regarding any adverse action taken by the Distributing Agency on the person's case, such as denial or termination of benefits. The Mississippi Department of Human Services will handle all requests for fair hearings for TEFAP eligibility and distribution. Complaints (other than civil rights related) may be handled by MDHS and/or MFN.

EFFECTIVE PERIOD OF AGREEMENT

Attachment A to the Uniform Agency Agreement shall become effective on the date executed and approved. This Agreement/Attachment A may be terminated upon 15 days written notice by either party. MFN may suspend or terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement/Attachment A have not been fully complied with the EFO/Agency. Any termination of this Agreement/Attachment A shall be in accordance with applicable laws and regulations. Upon any termination, the EFO/Agency agrees to comply with instructions from the MFN in regard to transfer and/or disposal of all donated commodities remaining in the EFO/Distributing Agency's possession or control.

This Agreement/Attachment A will remain in effect, unless modified or cancelled by the agreeing parties or unless in regulations (Federal or State) and/or USDA or MDHS policies and procedures require modifications.

SIGNATURE ON BEHALF OF
EMERGENCY FEEDING
ORGANIZATION (LOCAL AGENCY)

SIGNATURE ON BEHALF OF
DISTRIBUTING AGENCY
(MISSISSIPPI FOOD NETWORK)

SIGNATURE

SIGNATURE

NAME PRINTED or TYPED

Walker Satterwhite

NAME PRINTED or TYPED

TITLE

Executive Director

TITLE

DATE

DATE

Approved by MFN Board

Date
