



Hawaii Foodbank

TEFAP/USDA Requirements & Agreement



Hawaii Foodbank (HFB) is authorized to distribute TEFAP/USDA products to Member Agencies that meet criteria outlined in ATTACHMENT 5 of The Emergency Food Assistance Program (TEFAP) Agreement (attached). Following are highlights for your convenience:

Participating Agencies must be private, possess federal tax exempt status, may not be a penal institution; and:

1. Provide USDA/TEFAP products for household consumption only to low-income individuals, or households residing in the County of Honolulu or the County of Kauai, 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,
2. Keep a log of households and individuals to whom they give TEFAP/USDA products, including recipient signatures to verify that "they are needy" or "cannot afford balanced meals at this time" (except soup kitchens), OR
3. Provide prepared meals predominately to needy individuals.
4. Agencies must maintain regularly scheduled days and hours of operations, including posting a sign at the distribution site with the information and informing HFB if these days/hour of operations change. This will ensure that HFB can keep this information updated on Aloha United Way's 211 hotline.

Required TEFAP/USDA Reporting Procedures

Agencies providing food packages for household consumption must:

1. Maintain records of those who receive TEFAP/USDA products, including recipient's name, address, number in household, and client-signed statement of need.
2. Ensure that required data, including signature of the individual or household representative (proxy) receiving commodities, is collected every time TEFAP/USDA products are distributed. Blank copies of a TEFAP/USDA distribution sheet must be on-hand at the time of any distribution of USDA food products by your agency.
3. Provide reports on a monthly basis.
 - a. Fax, mail, or email completed copies of the TEFAP/USDA Distribution Log with your Monthly Activity Report by the 5th of each month to: **2611 Kilihau St., Honolulu, HI 96819, Fax: (808) 954-7884, or Email: monthlyreports@hawaiifoodbank.org.**
 - b. Any Agency more than one months late in reporting will be ineligible to receive TEFAP (USDA) product until reports are up-to-date.

It is our goal to maintain the privacy of the individuals. Logs are kept for the purpose of providing contractually requested information to State, TEFAP/USDA agents or auditors, should they be requested. The information collected helps to ensure that TEFAP/USDA products are not mishandled and that recalled items are traceable, and helps to determine future allocations. All documentation related to the TEFAP/USDA food distribution will be maintained as contractually required.

Hawaii Foodbank TEFAP/USDA 02/2019



Hawaii Foodbank

PARTNER AGENCY AGREEMENT FOR RECEIPT OF TEFAP/USDA PRODUCTS

Participating Agencies must read and sign this agreement.

AGENCY AGREEMENT FOR RECEIPT OF TEFAP/USDA PRODUCTS

Hawaii Foodbank Member Agencies agree to operate the TEFAP/USDA food distribution program in accordance with the following requirements:

- Agencies distributing to individuals or households for consumption must limit the distribution of TEFAP/USDA commodities to only those individuals or households that meet the eligibility criteria.
- Agencies providing prepared meals must demonstrate that they serve predominantly needy persons.
- Agencies will provide any and all TEFAP/USDA products obtained through Hawaii Foodbank solely to eligible individuals or households, free of charge.
- Agencies may not distribute TEFAP/USDA products to other organizations or individuals for redistribution.
- Agencies assume full responsibility to ensure that no TEFAP/USDA products enter any commercial channels.
- Agencies may not sell, transfer, barter or offer for sale any TEFAP/USDA products.
- Agencies must be willing and able to report in a timely and accurate fashion inventory levels of all TEFAP/USDA products in current supply, upon request.
- Each distribution site must collect and maintain a record for each household receiving TEFAP/USDA commodities for home consumption by completing the State of Hawaii's TEFAP/USDA Commodity Distribution Form, including the name and signature of the household member receiving commodities, the address of the household, the number of persons in the household and the basis for determining that the household is eligible to receive commodities for home consumption, and present a photo identification issued by State or Federal government.

AGENCY AGREEMENT FOR RECEIPT OF TEFAP/USDA PRODUCTS (Cont.)

- Agencies must maintain food in secure, sanitary conditions away from hazardous items and free of rodent, bird, insect or other animal infestation, at the proper temperature and humidity, with adequate air circulation, and comply with all Federal, State and Local requirements. Agencies will use a first-in-first-out (FIFO) system of inventory management, rotating stock accordingly and accurately maintaining inventory records of product issuance.
- Agencies must appoint a Food Safety Coordinator and provide Hawaii Foodbank with the name, title, email address, phone number and fax number for that individual. Agencies will comply with all TEFAP/USDA and FNS procedures concerning the handling of a TEFAP/USDA commodity placed on hold or recall by the TEFAP/USDA.
- Agencies will take a semi-annual physical inventory of TEFAP/USDA commodities as of June 30th and December 31st of each calendar year, submitting the inventory report to the Hawaii Foodbank by July 15th and January 15th respectively.
- Agencies may not discriminate because of race, color, national origin, religion, sex, age, gender identity, ancestry, sexual orientation, marital status, national origin or disability, and will provide Civil Rights training on an annual basis for all staff and volunteers who interact with clients and/or handle personal information. Agencies will maintain a civil rights file of all individuals trained (to include date of training and signature of trainer) and will prominently display the USDA "And Justice for All" poster at all of its distribution sites.
- Agencies may not discriminate against or deny access to participants or potentially eligible persons with Limited English Proficiency (LEP) and must take reasonable steps provide information and services regardless of a person's proficiency in speaking, reading or writing in the English Language.
- Agencies will take reasonable steps to provide access to the information and services they provide to all eligible persons regardless of their proficiency in speaking, reading or writing in the English Language.
- Agencies agree to participate in occasional compliance monitoring conducted by representatives of the State of Hawaii Department of Labor and Industrial Relations - Office of Community Services and/or Hawaii Foodbank.
- Agencies will maintain complete records pertaining to the receipt and distribution of TEFAP/USDA commodities as contractually required or longer if the records are related to unresolved claims, audits or investigations. These records include: Completed Self-Declaration Form; Completed Distribution Forms; Records of all TEFAP/USDA foods received, including date and quantity; Receipts of delivery; Inventory records of TEFAP/USDA foods on hand at the end of the month; and Household information.



PARTNER AGENCY AGREEMENT FOR RECEIPT OF TEFAP/USDA PRODUCTS



Agency Name: _____ Account Number: _____

- 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.

By signing this agreement, you certify that you have read and understand the meaning of this agreement, and you certify that _____ [Agency] will adhere to the requirements within this agreement.

Authorizing Signature _____
(Executive Director, Board President, Sr. Pastor, Feeding Program Manager)

Print Name _____

Title: _____ Date: _____

Authorizing Signature _____
(Hawaii Foodbank Representative, Director, Vice President, President)

Print Name _____

Title: _____ Date: _____