



{Executive Director}

{Account Name, Agency Number}

{Shipping Address}

{Date}

Dear {Executive Director},

Enclosed is a packet of information about The Emergency Food Assistance Program (TEFAP). As an Emergency Food Provider, you are eligible to receive USDA foods through TEFAP. The Greater Boston Food Bank is now responsible for approving and monitoring agencies in our service area eligible for USDA. I am writing to encourage you to consider applying.

If you run a pantry, you must have at least one person that has been certified in a food safety class, if you run a meals program you must be ServSafe certified. If you need to fulfill this requirement please call the Nutrition department at 617-427-5200 for a list of our upcoming food safety classes. The Food Bank has plenty of quality USDA products in stock including items high in protein and other healthy products. And all USDA foods are free!

Applying couldn't be easier! Simply read over these materials, then sign and return to us the original agreement form. Once approved, we will send you a confirmation letter with your assigned USDA number.

As a recipient of USDA, you will be required to retain your completed "Pantry Sign-In Sheets" (if a pantry) and your invoices for the current year and the three prior years. **Important Note: You are not required to track each USDA commodity by the can. Also, you may not ask or log your clients' social security numbers.** The Food Bank will review these forms at the time of our site visit. Also, you will need to post the USDA income guidelines and civil rights poster, "And Justice for All."

We hope you will apply for USDA foods. If you have any questions, please call me at 617-598-5074.

Sincerely,

Erika DelCioppo
Compliance Associate

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, or disability.

HISTORY

In 2000, The Greater Boston Food Bank, Inc. contracted with the Massachusetts Department of Education to assume the monitoring and application process on USDA commodities. In exchange for this contractual agreement, The Greater Boston Food Bank is paid for the services, (the amount to be determined yearly). The billing of such services is incorporated into the quarterly invoices sent to DOE for the distribution of commodities.

Under the Single Audit Act of 1984, P.L. 98-502 and the Single Act Amendments of 1996, P.L. 104-156, (which requires) any organization which expends \$500,000 or more in federal funds from all sources must have an audit conducted in accordance with the statute. Given the fact that The Greater Boston Food Bank, Inc. is responsible for monitoring the member feeding programs, The Commonwealth of Massachusetts' Department of Education determined on November 19, 2001 that The Greater Boston Food Bank is also responsible for insuring that subrecipient agencies (member feeding programs) are in compliance with the single Audit Act.

The Emergency Food Assistance Program (TEFAP) Conditions for Qualifying to Receive USDA Foods

Eastern Massachusetts agencies that want to distribute USDA food through TEFAP must apply to The Greater Boston Food Bank. There is no formal application process; the agencies may apply via phone, fax or letter. The following conditions are used to determine and maintain sponsorship eligibility:

- 1) Sponsors must be a Massachusetts public or private non-profit organization. Sponsors must show proof of federal tax exemption under section 501 (c) 3 of the IR Code.
- 2) Schools and Daycare programs that receive USDA food through the School Lunch Program or the Child and Adult Care Food Program may not receive USDA food through TEFAP.
- 3) Penal institutions are not eligible for USDA food through TEFAP.

GBFB is a distributing authority for TEFAP under the jurisdiction of the Massachusetts DOE. GBFB (specifically, the Member Services Associate –Site Monitor) qualifies member agencies as USDA-eligible and assigns a USDA contract number to that agency. This number facilitates identification as a USDA-eligible agency and enables the agency to receive USDA product.

As it concerns the MEFAP program, the three Massachusetts Feeding America food banks jointly define an Emergency Food Provider (EFP) as an Emergency Food Pantry, Soup Kitchen or Shelter that does not charge a fee or require service from participants in exchange for food, and conducts public outreach such as being registered with a food resource referral service or listed in a social service directory. In the case of a Pantry, the program must distribute food to those in need for home preparation and consumption, and its participants must have self-declared need or other verification of need such as DTA card, Medicaid card, etc. In the case of a Soup Kitchen, the program must prepare and serve meals to those in need. In the case of a Shelter, the program temporarily houses those who are homeless. The length of residency, which is stated in the mission statement or description of program, is no more than 6 months.

A GBFB member agency is considered USDA-eligible if it falls under the above definition of an EFP. In other words, GBFB defines member agencies' TEFAP eligibility in the same way as that for MEFAP.

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, or disability.



USDA AGREEMENT

THIS AGREEMENT is made and entered into as of {Date} {Account Name}, a Massachusetts non-profit corporation with the principal place of business located at {Shipping Address} and The Greater Boston Food Bank, Inc., a Massachusetts non-profit corporation with the principal place of business located at 70 South Bay Ave, Boston, MA 02118

WHEREAS, the Agency wishes to receive United States Department of Agriculture (“USDA”) foods through the Food Bank’s distribution system under The Emergency Food Assistance Program (“TEFAP”); and

WHEREAS the Food Bank has determined that the Agency qualifies to receive such USDA foods through the Food Bank’s distribution system under TEFAP;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Responsibilities of the Agency. In exchange for the Food Bank’s distribution of USDA foods to the Agency and for such other services as are set forth in Section 2 below, the Agency shall perform as follows:
 - a. Within 30 days of initial inspection, the Agency shall provide to the Food Bank, in form and substance satisfactory to the Food Bank in its sole discretion, proof of the Agency’s federal tax-exempt status under 501(c)(3) of the Internal Revenue Code.
 - b. The agency must have at least one person in the pantry that has been certified in a food safety class or ServSafe certified if a meals program.
 - c. The Agency shall maintain all required state and local health department certifications and shall make proof of same available upon request to the Food Bank.
 - d. **[For shelters only: The Agency shall provide temporary nutrition assistance to relieve situations of emergency and distress for needy persons.]**
[For pantries only: The Agency shall keep records using the Pantry Sign-In Sheet attached hereto and shall retain such records for the current year and the prior three years.]
 - e. The Agency shall not discriminate in the distribution of commodities under this Agreement on account of race, color, national origin, sex, age or handicap.
 - f. The Agency shall serve any and all persons who qualify to receive USDA foods through TEFAP in accordance with, and shall comply with all of the terms of, **[the TEFAP Instructions for Household Food Distribution/Pantry Sites attached hereto and the TEFAP Instructions for Congregate Feeding Sites are attached hereto.**

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, or disability.

- g. The Agency shall not charge any client for USDA foods received through TEFAP.
- h. The Agency shall not sell exchange or otherwise dispose of USDA foods without the USDA's approval.
- i. The Agency shall annually review, complete and deliver to the Food Bank a copy of the Single Audit Requirements attached hereto.
- j. The Agency shall comply with the audit requirements of the federal Office of Management and Budget and shall have a Single Audit (as defined in the Single Audit Requirements attached hereto) performed each year that it expends, in the aggregate, \$500,000 or more in federal funds.
- k. The Agency shall timely provide the Food Bank with a copy of its Single Audit for each year that a Single Audit is required of the Agency.
- l. The Agency shall operate the USDA program in accordance with the regulations contained in Parts 250 and 251 of Title 7 of the Code of Federal Regulations.
- m. The Agency shall not diminish its normal expenditures for food on account of its participation in TEFAP.
- n. The Agency shall maintain leased, owned or donated facilities adequate to store all donated foods that the Agency agrees to receive.
- o. The Agency shall properly safeguard all donated foods that it agrees to receive against theft, spoilage and other loss, and shall maintain dry, frozen and refrigerated foods in accordance with standard sanitary practices.
- p. The Agency shall furnish adequate personnel and proper facilities to receive, handle, store and distribute all donated foods.
- q. The Agency shall store all donated foods that it agrees to receive in a manner allowing ready identification of foods in storage.
- r. The Agency shall establish an inventory management system which ensures that foods placed in inventory first are distributed first and shall maintain inventory according to Parts 250 and 251 of Title 7 of the Code of Federal Regulations.
- s. The Agency shall report any and all inventory losses to the Food Bank in a timely manner.
- t. The Agency shall post in a common area that is easily accessible the income guidelines, attached hereto, and civil rights poster, "And Justice for All", a copy of which is attached hereto.
- u. The Agency shall allow representatives of the Food Bank to inspect the Agency's facilities and records and to audit and/or copy such records at any reasonable time, upon reasonable notice to the Agency.
- v. The Agency shall allow representatives of the USDA and the Massachusetts Department of Education to inspect the Agency's facilities and records and to audit and/or copy such records at any reasonable time, upon reasonable notice to the Agency.
- w. **[For pantries only: The Agency shall provide TEFAP foods only to persons who are low-income and/or participate in a means-tested program, in accordance with the terms of the TEFAP Instructions for Household Food Distribution/Pantry Sites attached hereto.]**

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, or disability.

2. Responsibilities of the Food Bank. In exchange for the Agency's performance in accordance with the terms of Section 1 above, the Agency agrees to perform as follows:
 - a. The Food Bank shall distribute USDA foods to the Agency through the Food Bank's distribution system under the terms of TEFAP until this Agreement is terminated in accordance with Section 3 below.
 - b. The Food Bank shall determine annually, based on the Agency's responses on the Single Audit Requirements form to be completed and delivered to the Food Bank pursuant to Section 1(h) above, whether the Agency must have an audit conducted under the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156.
 - c. If the Food Bank determines that an audit is required under Section 2.b. above, the Food Bank shall review a copy of the audit for findings relating to TEFAP and take any and all appropriate actions to ensure that the auditor's recommendations are met and a corrective action is prepared.
3. Term and Termination. This Agreement shall take effect as of the date first written above and shall continue in effect until the earliest of the following dates: (a) the date upon which the Agency notifies the Food Bank, in accordance with the terms of Section 6 below, that it no longer wishes to distribute USDA foods, (b) the date upon which the Food Bank, in its sole discretion, deems the Agency not in compliance with the terms of this Agreement, (c) the date upon which the Food Bank ceases to distribute USDA foods, or (d) the date upon which the Food Bank, in its sole discretion, elects to terminate this Agreement.
4. Consent to Subcontractors. The Agency shall not subcontract to third parties all or any portion of its responsibilities under this Agreement without the prior written consent of the Food Bank.
5. Indemnification. Each of the Food Bank and the Agency shall, and each hereby agrees to, indemnify, protect and hold the other party and the other party's employees and agents harmless from and against any and all liabilities, costs or expenses including lawsuits of and claims by third parties, incurred as a result of acts performed by the other party or any of the other party's employees or agents under this Agreement, except for liabilities, costs or expenses resulting from the gross negligence or willful misconduct of the other party or any of the other party's employees or agents. This Section 5 shall survive the termination of this Agreement.
6. Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth below or to such other address as a party may designate by notice hereunder, and shall be either, (i) delivered by hand, (ii) made by telex, telecopy or facsimile transmission, (iii) sent by recognized overnight courier, or (iv) sent by registered or certified mail, return receipt requested, postage prepaid.

The Food Bank: The Greater Boston Food Bank
70 South Bay Avenue
Boston, MA 02118

Agency: {Account Name}
 {Executive Director}
 {Shipping Address}

All notices, requests, consents and other communications hereunder shall be deemed to have been received (i) if by hand, at the time of delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by telex, telecopy or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, (iii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iv) if sent by registered or certified mail, on the fifth business day following the day such mailing is made.

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, or disability.

7. Assignment; Amendments. Except as otherwise provided herein, neither this Agreement nor any obligation of a party hereunder may be assigned. No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure by a party there from, shall in any event be effective unless the same shall be in writing specifically identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged and signed by the parties, and each amendment, modification, waiver, termination or discharge shall be effective only in the specific instance and for the specific purpose for which given. No provision of this Agreement shall be varied, contradicted or explained by any oral agreement course of dealing or performance or any other matter not set forth in an agreement in writing and signed by the parties.
8. Choice of Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, without given effect to principles of conflicts of law.
9. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterpart when so executed and delivered shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument. 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 1974 (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 SO.3 and 42; and 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 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.
10. Entire Agreement. This Agreement constitutes, on and as of the date hereof, the entire agreement of the parties with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such subject matter are hereby superseded in their entirety.
11. Acknowledgment of the Parties. By signing the Agreement, each of the parties acknowledges that one or more of its duly authorized representatives has read the Agreement completely, has had an opportunity to consider the terms of the Agreement, understands the terms of the Agreement, and has signed this Agreement voluntarily and entirely of his or her own free will.

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, or disability.

USDA Agreement Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this **USDA Agreement** to be Executed by the undersigned duly authorized persons as of the date first written above.

AGENCY

By: _____
Name: _____ Date: _____
It's Executive Director*

Executive Director Printed Name

{Account Name} {Agency Number}

THE GREATER BOSTON FOOD BANK, INC.

By: _____
Name: _____ Date: _____
Greater Boston Food Bank Officer

*Must be Executive Director of Agency, or his or her legal designee.

TEFAP Instructions for Household Food Distribution / Pantry Sites

As an approved TEFAP sponsor, you are entitled to receive USDA food to be distributed to needy households. Please carefully read the following instructions on shopping, reporting, and other documentation.

SHOPPING AND STORAGE: All USDA items are to be picked up at your assigned food bank. All foods must be handled properly during transport, storage and preparation.

RECEIPIENT ELIGIBILITY: To be eligible to receive TEFAP food, each household must be participating in one of the following means-tested programs: Food Stamps, WIC, Supplemental Security Income (SSI), AFDC, Welfare, Medicaid, Head Start, Fuel Assistance, or Veteran's Aid. If they are not participating in one of these programs, a household may be certified "income eligible" by using the most current Fuel Assistance Income Guidelines (Range #2).

DISTRIBUTION RATES: All USDA products will be distributed as follows:

Number of members in household	Number of each item to be given to the household: Example: ___ cans of applesauce, ___ bags of rice, etc.
1 – 4 members	1 of each item
5 – 10 members	2 of each item
Over 10 members	3 of each item

RECEIPIENT LOGS: Every household that receives any USDA/TEFAP food must complete and sign the Enclosed Pantry Sign-In Sheet. The following information must be given: recipient's address, household size (number of people in household), and to declare eligibility, the means-tested program that makes them eligible for TEFAP – or declare that their income is at or below the Fuel Assistance guidelines. The recipient does not need to provide documentation of this eligibility. Finally, each recipient must sign the sheet declaring that the information is true.

The Sign – In sheet must be used *every time* TEFAP food is distributed. These logs must remain on file within your organization for three years plus the current operating year. Please do not send us a copy of these logs; however, The Greater Boston Food Bank, Inc. may request this information at any time.

ANNUAL RECONCILIATION: Federal regulations require that all recipient agencies participating in TEFAP annually take a physical inventory which shall be reconciled annually with the storage facility's inventory records and maintained on file for the required three years plus the current year.

DAMAGES: Report all damages in the last column of the inventory.

OTHER RECEIPTS: If you receive USDA foods from a source other than the food bank, you must obtain a signed receipt for these items and keep it on file.

CIVIL RIGHTS: Please display the enclosed poster at your distribution site.

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, or disability.

SINGLE AUDIT: You must have a Single Audit performed and submit this to The Food Bank if for your fiscal year you **expend** \$500,000 or more (in total) of federal funds.

SINGLE AUDIT REQUIREMENTS

Under The Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1996, P.L. 104-156 any agency **expending** in total \$500,000 or more of federal funds must have a Single Audit performed.

We are required to make you aware that because your agency has been approved to receive USDA foods and should the value of those foods in combination with other federal funds you **expend** during your fiscal year exceed \$500,000:

- You are required to have a Single Audit performed.
- You should contact your Accounting advisor for full details regarding a Single Audit
- You are required to send us a copy of the audit and we are required to review it for any findings related to USDA foods.
- If there is a finding, the Food Bank needs to take appropriate actions and insure that the auditor's recommendations are met and a corrective action was prepared.
- If corrective action is not taken on your agency's part, then The Food Bank may suspend, [OR] terminate your agreement with us to receive USDA foods.

PROCESS

- Once a year in the month of October we will send to you a detailed listing of all USDA foods and their value that you have received from The Greater Boston Food Bank, Inc. for the period 10/1 to 9/30.
- You will be asked to declare that you are/are not required to have a Single Audit performed. This letter needs to be returned to The Food Bank in a timely manner.
- Depending on your fiscal year end you may request of us information for a different period of time.
- With this information you must determine if you have **expended** \$500,000 or more, in total of federal funds.
- If you determine during your fiscal year you have **expended** \$500,000 or more in federal funds you must have a Single Audit performed.
- Upon completion of the Single Audit, you must send us a copy for our review.
- Should the Single Audit identify problems with USDA foods, we will contact you to discuss your plan to correct and any timing issues.

***Single Audit to include:**

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, or disability.

- Schedule of Expenditures of Federal Awards
 - Independent Auditors Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements
 - Independent Auditor's Report on Compliance with Requirements Applicable to each major program and on internal control over compliance in accordance with OMB Circular A-133
 - Schedule of findings and Questioned Costs
 - Summary Schedule of Prior Audit Findings
 - Corrective Action Plan (if any)
- The OMB Circular A-133 must mention USDA foods received under CFDA # 10.569

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, or disability.