

Feeding The Valley, Inc.
TEFAP (USDA) DISTRIBUTION CONTRACT

Agency or Church Name _____

Agency Address _____
Street City State Zip

Church Pastor or Agency Director Name _____ Phone () _____ - _____

PLEASE READ CAREFULLY: By signing below, you certify that you have read, understand, AND fully agree to the following:

- A. This contract may be terminated by either party upon 30 days notice. (All USDA Records must be kept for 3 years)
- B. In accordance with Federal Law and U.S. Department of Agriculture policy, this institution and the agencies we provide food to are prohibited from discriminating on the basis of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military or status as a protected veteran. The above named agency, hereafter referred to as "Agency", agrees to post articles ensuring compliance with the civil rights assurance policy as established by the State Distributing Agency.
- C. Agency agrees to operate the TEFAP distribution program in accordance with the requirements of part 7 CFR250 and part 7 CFR 251 and to operate the TEFAP distribution program in accordance with any policies set in place by the Georgia Department of Human Resources, hereafter referred to as the SDA.
- D. Agency agrees that all instances of spoilage or loss of TEFAP commodities will be promptly reported to Feeding The Valley Food Bank, hereafter referred to as Feeding The Valley, and agency agrees commodities will not be discarded or disposed of without consent of Feeding The Valley.
- E. TEFAP products can only be distributed to residents of the state of Georgia. There is no minimum length of time for residency.
- F. Agency agrees to use the "Household Eligibility Criteria Form" to determine the household's eligibility by applying income standards set by the State of Georgia. Upon distribution of TEFAP commodities, the Household Eligibility Criteria Form must be completed by the person receiving the TEFAP commodities. Individuals receiving TEFAP may be allowed to certify income for up to one year. Household Eligibility Criteria Forms must be kept on file for with the above named agency.
- G. TEFAP and Feeding The Valley representatives may inspect the above named agency and said agency's TEFAP products at any time, without prior notification. No agency may refuse inspection by Feeding The Valley staff or TEFAP staff.
- H. Monthly statistic reports shall be received by Feeding The Valley no later than the 5th day of each month. These reports should document the agency's distribution activities for the previous month.
- I. All TEFAP paperwork, including TEFAP paperwork submitted to Feeding The Valley, must be retained by the above named agency for a period of not less than three (3) years. Agency agrees that aforementioned agency's TEFAP records and monthly statistic reports may be reviewed during the agency's annual monitoring by Feeding The Valley staff or during any unscheduled inspection.
- J. Agency agrees to provide a public notification system to TEFAP applicants, participants, and potentially eligible persons. Said public notification system must provide the date, times, and locations of TEFAP distributions by the agency, as well as program rights and responsibilities; the policy of non-discrimination; and the policy for filing a complaint against the agency. **** (SEE NOTE FOLLOWING PART "M")
- K. The agency's status as a TEFAP recipient may be rescinded at any time due to non-receipt of required paperwork, unfavorable inspection results, or improper use or abuse of TEFAP product. In the event the agency fails to submit monthly statistic reports for two consecutive months, said agency will be removed from the TEFAP program for a period of not less than three months, and Feeding The Valley may require additional orientations or certifications in order to continue said agency's receipt of TEFAP.
- L. Agency agrees to operate all distribution in compliance with all State and local law and equality (civil rights) requirements.
- M. The above named and undersigned Church Pastor or Agency Executive Director will be held responsible for any misuse of TEFAP product, and will be held accountable for the guidelines listed "A-M" in this agreement. The undersigned shall be required to replace or prepay at market value, any TEFAP item that is found to be distributed incorrectly or illegally.

*****All complaints alleging discrimination against any group in part "B" of this agreement must be forwarded to:**

**Office of Civil Rights – USDA Director
1400 Independence Avenue, SW
Washington, DC 20250**

THE CHURCH PASTOR OR 501(c)3 AGENCY DIRECTOR MUST SIGN BELOW. NO EXCEPTIONS. THE SIGNATURE OF ANYONE OTHER THAN THE CHURCH PASTOR OR AGENCY EXECUTIVE DIRECTOR WILL NOT BE ACCEPTED.

Church Pastor or Agency Executive Director's Signature

_____/_____/_____
Date

Agency Signature

_____/_____/_____
Date