



South Carolina
DEPARTMENT OF AGRICULTURE

Hugh E. Weathers, Commissioner

FOOD DISTRIBUTION AGREEMENT BETWEEN FOOD BANK (FB) AND ELIGIBLE RECIPIENT AGENCY (ERA) FOR DISTRIBUTION OF TEFAP DONATED FOODS

Food Bank Name

Address

Food Bank Authorized Representative

Authorized Representative Phone

Eligible Recipient Agency Name

Address

Eligible Recipient Agency Authorized Representative

Authorized Representative Phone

THE ERA IS REQUIRED TO AND AGREES TO:

1. The ERA shall agree to operate the program in accordance with the requirements as set forth in 7 CFR Part 251 and, as applicable, 7 CFR Part 250.
2. Be a public organization or if a private organization must possess tax-exempt status as a non-profit 501(c)(3) tax-exempt organization. The ERA must not be a penal institution. The ERA must also fall into one of the following categories:
 - i. Emergency feeding organization (including food banks, food pantries and soup kitchens);
 - ii. Charitable institution (including hospitals and retirement homes);
 - iii. Summer camp for children, or child nutrition programs providing food service;
 - iv. Nutrition project operating under the Older Americans Act of 1965 (Nutrition Program for the Elderly), including projects that operate congregate Nutrition sites and projects that provide home-delivered meals; or disaster relief program.
3. Comply with the provisions of this agreement and the rules and regulations of South Carolina Department of Agriculture (SCDA) and United States Department of Agriculture (USDA) regarding The Emergency Feeding Assistance Program (TEFAP).
4. Ensure that TEFAP donated foods are not sold, exchanged, or otherwise disposed of without written approval of the Food Bank.
5. Accept only the amount of TEFAP donated foods that can be used or served without waste.
6. Appoint a representative who shall be charged with the responsibility of proper management of TEFAP donated foods.
7. Secure and maintain adequate storage space (including refrigeration and freezer storage) with proper temperature controls for all TEFAP donated foods that are received from the Food Bank.

8. Develop a plan for equitable distribution of TEFAP donated foods to all eligible recipients in the ERA's counties as defined by SCDA and to screen all food pantry recipients for eligibility qualifications.
9. Use and distribute TEFAP donated foods solely for the benefit of those needy eligible recipients in the ERA's counties as defined by SCDA.
10. Pick up TEFAP donated foods, as scheduled, from the food bank and distribute and/or serve all TEFAP donated foods without charge to all eligible recipients for household or individual consumption.
11. The agency must agree to comply with the following statements of assurance:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.)
 - ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189)
 - vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000)
 - vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.)
 - viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3)
 - ix. Food and Nutrition Service (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), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
 - x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies,

offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the State agency agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency.

12. Permit access to representatives of SCDA, USDA, and the Food Bank, at any reasonable time, to inspect the facilities.
13. Participate in all annual meetings and training sessions conducted by the Food Bank and/or SCDA.
14. Provide one-time per year public notification including the nondiscrimination statement on a website, flyer, or brochure.
15. Report all changes in program administration within 10 days to the Food Bank. These changes include but are not limited to personnel changes, distribution hours, phone numbers, address changes, etc.
16. Maintain, on site, all records pertaining to this agreement for a period of three (3) years after the expiration or termination of this agreement.
17. Always maintain the following on premise:
 - i. SCDA TEFAP Manual
 - ii. USDA Poster “And Justice For All”
 - iii. Current Federal Income Guidelines for the program.
 - iv. Copy of Yearly Public Notification about the Program
 - v. Interpretive Services Poster
 - vi. Civil Rights Training Logs
19. Utilize Link2Feed to record visits to your pantry or distribution.

EFFECTIVE PERIOD OF AGREEMENT

This Agreement shall become effective on the date executed and approved by both parties and shall remain in effect until terminated. This Agreement may be terminated upon thirty (30) days’ written notice on the part of either party hereto, and the Food Bank may terminate this agreement immediately upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the ERA.

Upon termination, the ERA agrees to comply with instructions of the Food Bank in regard to the transfer of all TEFAP donated foods remaining in its possession or control.

Food Bank Official Signature

Title

Date

Eligible Recipient Agency Official Signature

Title

Date
