

The Emergency Food Assistance Program (TEFAP) Agency Agreement – FY2020-2021

Agency # _____ Agency Name _____

Agency Address _____

Agency Contact Name _____

Agency Contact Title _____

Agency Contact Phone _____

Agency Contact Email _____

What year did your agency begin distributing TEFAP commodities? _____

This document serves as an agreement between MANNA FoodBank and the above agency that both parties will comply with the MANNA FoodBank TEFAP Agreement, dated 1 October 2020 – 30 September 2021. The agency has read this document in full and understands all sections, as initialed below:

- 1. Purpose _____
- 2. MANNA FoodBank Information _____
- 3. Denotations _____
- 4. Purpose and use of TEFAP Foods _____
- 5. Agency Eligibility _____
- 6. Client Eligibility _____
- 7. Food Storage _____
- 8. Orders _____
- 9. Signage _____
- 10. Record Keeping and Reporting _____
- 11. Food Safety Training _____
- 12. Civil Rights _____
- 13. Public Health and Safety _____
- 14. Suspension, Termination, and Resignation _____
- 15. NCDA and USDA TEFAP Regulations _____

I have read, understand, and attest that my agency will abide by all TEFAP rules and procedures as established by MANNA FoodBank, NCDA, and the USDA. Failure to do so may result in agency suspension and/or termination from the TEFAP program. This contract is effective from 1 October 2020 to 30 September, 2021 (FY2020-2021).

(Agency Representative Signature) (Title) (Date)

(MANNA FoodBank Signature) (Title) (Date)

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MANNA FoodBank reserves the right to issue addendums and changes to this agreement at any time. They will be communicated out to all TEFAP agencies, and documented as prescribed below.

Changes made to the MANNA FoodBank TEFAP Agreement will be highlighted, as well as the section header that contains the change. The will also be summarized below.

1. Example of text that did not change.

1.1. Example of a section that changed but the text before the comma was carried over from a previous year, with this section of text that was added.

Changes from 2020 TEFAP Agreement to FY2020-2021 TEFAP Agreement:

- Agreement dates changed from following the calendar year to following the government fiscal year (1 October – 30 September).

- TEFAP Agreement rewritten to provide agencies with a more useful guide to the TEFAP program and clearly outline all rules and regulations in place.



1. Purpose.

1.1. The purpose of this contract is an agreement between MANNA FoodBank and a partner agency to be a part in the TEFAP program. MANNA FoodBank and the partner agency both agree to comply with all TEFAP rules and procedures as established by MANNA FoodBank, North Carolina Department of Agriculture (NCDA), and the United States Department of Agriculture (USDA). It is effective from the 1st of October, 2020 to the 30th of September, 2021.

2. MANNA FoodBank Information.

2.1. Address.

2.1.1. 627 Swannanoa River Road, Asheville, NC, 28805-2445.

2.2. Contacts.

2.2.1. MANNA FoodBank.

2.2.1.1. Phone: (828)-299-FOOD (3663).

2.2.2. TEFAP Coordinator.

2.2.2.1. Jacob McIntosh.

2.2.2.1.1. (828)-299-FOOD (3663) x1289.

2.2.2.1.2. jmcintosh@mannafoodbank.org.

2.2.3. Western Zone Coordinator.

2.2.3.1. Amy Grimes Sims.

2.2.3.1.1. (828)-399-1147.

2.2.3.1.2. asims@mannafoodbank.org.

2.2.4. Eastern Zone Coordinator.

2.2.4.1. Kaitlyn Parks Smith

2.2.4.1.1. (828)-299-FOOD (3663) x1283.

2.2.4.1.2. ksmith@mannafoodbank.org.

2.2.5. Buncombe Zone Coordinator.

2.2.5.1. Leah Cormier

2.2.5.1.1. (828)-299-FOOD (3663) x1253.

2.2.5.1.2. lcormier@mannafoodbank.org.

2.2.6. Agency Relations Coordinator.

2.2.6.1. Chris Rainwater.

2.2.6.1.1. (828)-299-FOOD (3663) x1272.

2.2.6.1.2. crainwater@mannafoodbank.org.

2.2.7. Inventory Control Coordinator.

2.2.7.1. (828)-299-FOOD (3663).

2.2.7.2. Ask for the Inventory Control Coordinator.

3. Denotations.

3.1. Should.

- 3.1.1. Considered best practices for an agency. MANNA would prefer if all agencies followed recommended practices, but does not explicitly require them to do so.

3.2. May.

- 3.2.1. May is reserved for MANNA recommendations, but are not necessarily applicable to all agencies. Contact the TEFAP Coordinator or your Zone Coordinator for guidance.

3.3. Must.

- 3.3.1. Requirement as part of this contract, agencies must comply or face action as outlined in section 14. Suspension, Termination, and Resignation.

3.4. Will.

- 3.4.1. Requirement as part of this contract, agencies will comply or face action as outlined in section 14. Suspension, Termination, and Resignation.

4. Purpose and use of TEFAP Foods.

- 4.1. Per the NCDA, TEFAP food is to be used as a supplement to clients, NOT their main food source. Agencies should not rely solely on TEFAP food to serve their clients. The amount of TEFAP food received from the NCDA is subject to change without advance notice, so agencies should have non-TEFAP related programs available to their clients in the event that amounts of TEFAP food available decrease.

- 4.1.1. [NCDA TEFAP Food Distribution Handbook, Rev. 4/16, Page 2.](#)

5. Agency Eligibility.

- 5.1. Agencies must be a MANNA FoodBank emergency food provider in good standing to be eligible for food distribution.
- 5.2. Annual MANNA FoodBank Agency Agreement must be signed and on file with MANNA FoodBank.
- 5.3. Annual TEFAP Agreement must be signed and on file with MANNA FoodBank.
- 5.4. Civil Rights training must be completed annually and on file with MANNA FoodBank. See section 12.2.
- 5.5. Food Safety Training must be completed, current, and on file with MANNA FoodBank. See section 11.1.

6. Client Eligibility.

- 6.1. Clients seeking TEFAP food may access as frequently as desired, however agencies may impose restrictions on the number of times a client may receive TEFAP in a given period.

- 6.2. Clients must SELF DECLARE as falling into at least one of two income guidelines to receive TEFAP.
- 6.2.1. Active recipient of FNS (Food Stamps). The client must be participating in the FNS program on the day they are receiving TEFAP food. Past participation in FNS does not satisfy this requirement, only current participation.
 - 6.2.2. Household income at or below 200% of the federal poverty line. See Attachment 7: Income Guidelines.
 - 6.2.3. Agencies will not, under any circumstance, ask for income or FNS verification.
 - 6.2.4. Agencies will not impose additional qualifications or conditions for eligibility that are not listed on the intake form provided by MANNA, including but not limited to questions related to religious status, political preference, financial status, or any other qualification to receive food.
 - 6.2.5. Agencies must use the TEFAP Eligibility forms provided by MANNA and will not create their own versions.

7. Food Storage.

- 7.1. Agencies will not store more than a three-month supply of TEFAP food at any given time.
- 7.2. Utilize the First In, First Out (FIFO) practice of food safety, distributing the oldest TEFAP food first.
- 7.3. Clearances. Food must be stored at least:
 - 7.3.1. 4" off of the floor.
 - 7.3.2. 4" away from the walls.
 - 7.3.3. 2' below the ceiling.
 - 7.3.4. See [NCDA TEFAP Food Distribution Handbook, Rev. 4/16, Storage A.2.b.](#)
- 7.4. Temperatures.
 - 7.4.1. Freezers: -10°F to 0°F (-23°C to -18°C).
 - 7.4.2. Refrigerators: 35°F to 41°F (1°C to 5°C).
 - 7.4.3. Dry: 50°F to 70°F (10°C to 21°C).
 - 7.4.4. See [NCDA TEFAP Food Distribution Handbook, Rev. 4/16, Storage A.1.b.](#)
- 7.5. Safe Food Handling.
 - 7.5.1. Cases of TEFAP food may be repacked into smaller quantities or to make food boxes, but individual items may not be repacked for any reason (Example 1, a case of 12 boxes of frozen chicken can become 12 individual boxes of frozen chicken. If one of those 12 boxes break open, it cannot be repacked. Example 2, frozen chicken comes in 10lb bags. This cannot be broken down further.).
- 7.6. Storage Location.

- 7.6.1. TEFAP food must be stored separately from non-TEFAP food. This may be done by utilizing separate rooms or coolers, or signage in shared storage locations that clearly delineates TEFAP from non-TEFAP food.

7.7. Food Loss.

- 7.7.1. Damaged product must be disposed of and reported on the TEFAP Loss Report ([Attachment 12](#)), regardless of how the damage occurred. Agencies will not attempt to repackage broken containers or re-freeze thawed perishables. Agencies will contact the TEFAP Coordinator or their Zone Coordinator following any food loss. Depending on the nature of the loss, NCDA may require agencies to pay for the lost product.

8. Orders.

- 8.1. Agencies will verify the TEFAP food received is the same as what was allocated, within 24 hours of receipt. Notify the Inventory Control Coordinator if there are any discrepancies (**missing OR extra product**) or damaged product.
 - 8.1.1. MANNA staff will follow up with an agency within 24 hours of receiving a discrepancy notice.
 - 8.1.1.1. If MANNA's inventory count shows that items were missing from a TEFAP order, MANNA will remove those items from the agency's receipt.
 - 8.1.1.2. If MANNA's inventory count shows that additional items were delivered, MANNA will add these items to the receipt and the agency may keep them for distribution.
 - 8.1.1.3. If MANNA's inventory count shows no discrepancies, the agency will complete the TEFAP Loss Report ([Attachment 12](#)).
- 8.2. Agencies will not refuse TEFAP food upon delivery.
 - 8.2.1. Agencies cannot refuse or reduce the amount of dry TEFAP food prior to delivery.
 - 8.2.2. Agencies may adjust perishable TEFAP food based on capacity and cold storage limitations.
 - 8.2.2.1. Agencies have three business days after receiving the email alerting them that their TEFAP order has been reviewed to adjust perishable TEFAP order sizes.
- 8.3. In months with five weeks (or 5 delivery dates), the TEFAP delivery schedule will not be altered. The 5th week will not have TEFAP product.
- 8.4. Splitting Orders.
 - 8.4.1. Agencies may not split orders without first going through a split order application process. This can be done through the TEFAP Coordinator.
 - 8.4.1.1. Agencies may only split TEFAP food **once** per allocation.
 - 8.4.1.2. MANNA will designate the TEFAP food on the split allocation.
 - 8.4.1.3. Agencies will need to reapply for split allocations each year during the TEFAP Agreement process.

9. Signage and Public Notification.

9.1. In addition to the MANNA FoodBank logo requirement for all partner agencies, TEFAP agencies must display the following signs in a prominent location available to clients. Multiples of each sign may be used. With the exception of 8.1.2, all signs are provided by the agency. As a best practice, MANNA asks that agencies post English and Spanish versions of required signage if a significant portion of their clients are Spanish speakers. Signage translated into other languages may be made available if requested.

9.1.1. No ID Required for TEFAP. ([Attachment 2](#))

9.1.2. Civil Rights Poster.

9.1.2.1. This is provided by MANNA FoodBank. Contact the TEFAP Coordinator or Zone Coordinator if additional signs are needed.

9.1.3. You May Qualify for TEFAP. ([Attachment 3 and 4](#))

9.1.4. Notice of Beneficiary Rights. ([Attachment 5 and 6](#))

9.1.4.1. Only required for faith-based agencies.

9.1.5. Distribution Rates.

9.1.5.1. MANNA will provide sample distribution rates that agencies may use, **or agencies may develop their own**. MANNA will provide a sample rate quarterly, after a list of TEFAP food for that quarter is received. The distribution rate must remain the same throughout the entire distribution.

9.1.5.2. Rates do not have to remain the same for all items, e.g., 1 or 2 cans of beef stew for small or large families, but 1 bag of mixed nuts per person in the family.

9.2. Signs in Section 9.1 are required if the agency is doing drive-through/low contact service or allowing clients to enter their building. Signage may remain indoors if the agency is conducting drive-through or low contact service.

9.3. Agencies distributing TEFAP must provide reasonable public notification to include TEFAP eligibility and the location and times clients may access TEFAP food. This can be communicated using an agency website, facebook page, newspaper, radio, brochures, etc. More information about public notification can be found in [FNS Instruction 113-1, Civil Rights Compliance and Enforcement, page 15](#).

9.3.1. Agencies may include eligibility requirements for other programs on their website, but must include that clients can receive TEFAP even if they do not meet the eligibility requirements for other programs.

10. Record Keeping and Reporting.

10.1. TEFAP records will be stored separately from all other non-TEFAP records, even if clients participate in multiple programs run by an agency.

- 10.2. **Per NCDA and MANNA, all records containing personal information MUST remain onsite at the pantry and will not be transported to or stored at, for any length of time, a personal residence.**
- 10.3. Agencies will keep all TEFAP records for no less than **five** years. These include:
- 10.3.1. Distribution Rates, for every TEFAP distribution. If your agency uses one rate per quarter, only one copy must be saved, provided it has inclusive dates for the quarter.
 - 10.3.2. Client intake forms.
 - 10.3.2.1. These forms must remain confidential. All signatures (client, agency representative, and proxy if applicable) must be present each time a client receives TEFAP food.
 - 10.3.2.2. See [Attachments 9 and 10](#).
 - 10.3.3. Food Safety Training Certificate.
 - 10.3.4. Civil Rights Training Record of Completion.
 - 10.3.5. Annual MANNA FoodBank Agency Agreement.
 - 10.3.6. Annual TEFAP Agreement.
 - 10.3.7. Site Visit.
 - 10.3.7.1. Agencies must be visited and inspected by a MANNA or NCDA representative at minimum once every two years. These visits will generally be coordinated in advance, but MANNA and NCDA reserve the right to conduct no-notice site visits.
 - 10.3.8. Freezer and refrigerator temperature logs.
 - 10.3.8.1. Temperature logs must be maintained 5 out of 7 days at minimum. Logs must be posted with each unit and easily viewable. Agencies may opt for digital temperature reporting to enable them to record temperature on off days, as well as maintain awareness if a unit stops operation unexpectedly. Digital logs are approved provided they are easily accessible.
 - 10.3.8.2. For a sample temperature log, see [Attachment 8](#).
 - 10.3.9. Pest Control logs.
 - 10.3.9.1. Pest control logs at least quarterly, NCDA prefers monthly. Pest control must be a certified, insured company. Logs may be in the form of a signed contract or service receipts. Bug killer and mouse traps from a hardware store does not count as pest control.
 - 10.3.10. Monthly Inventory.
 - 10.3.10.1. A full inventory of TEFAP food on hand at the end of each month must be reported to MANNA via the online ordering system, [WebWindows](#). This report is due on the 7th of each month, even if no TEFAP food is available to distribute. Failure to submit TEFAP inventory by the 7th of the month will result in action as outlined in section 14. Suspension, Termination, and Resignation.
 - 10.3.11. Client Statistics.

10.3.11.1. The number of clients and households served TEFAP food during the month must be reported to MANNA via the online ordering system, [WebWindows](#). This report is due on the 7th of each month, even if zero clients and households are served. Failure to submit TEFAP inventory by the 7th of the month will result in action as outlined in section 14. Suspension, Termination, and Resignation. NOTE: Only report the number of clients and households who received TEFAP food, NOT your total distribution numbers unless you are only distributing TEFAP food.

10.3.12. Food Loss.

10.3.12.1. Any Food Loss Reports and corresponding communication and documentation. See section 7.7. Food Loss.

11. Food Safety Training.

11.1. Agencies must complete Food Safety Training to participate in the TEFAP program. One staff or volunteer at minimum will be trained and current, although agencies may train additional members as a best practice.

11.1.1. If the agency is NOT a meal site, only the food handler training is required. The training is free and can be found on the MANNA website. Food Handler expires three years after certification. Upon completion, certificates will be emailed by MANNA to the agency for record keeping.

11.1.2. If the agency IS a meal site, the manager level food safety training is required. This is a paid training, not provided by MANNA. Manager Food Safety expires five years after certification. Upon completion, a copy of the certificate must be shared with MANNA for record keeping.

11.1.3. Other food safety training may be approved on a case-by-case basis. Generally, any food safety training that North Carolina allows for restaurants is acceptable for an agency. Contact the TEFAP Coordinator or your Zone Coordinator for details.

12. Civil Rights.

12.1. 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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. This includes sexual orientation, gender identity, citizenship or immigration status, and political beliefs.**

12.2. All staff members and volunteers who are associated with the TEFAP program must complete the NCDA Civil Rights training annually. This training can be found

- on the [MANNA website](#). Throughout the year, new staff members of volunteers must complete the training before they begin to work with the TEFAP program.
- 12.3. At least one TEFAP agency representative should complete the advanced Civil Rights training annually. This training may be virtual or it may be held at MANNA, a partner agency, or other location. The training is free and conducted by a MANNA representative, NCDA representative, or both. The TEFAP Coordinator or Zone Coordinators will work with your agency to schedule this training.
 - 12.4. Civil Rights Training Records of Completion will be provided by MANNA FoodBank to the agency if the training was held by MANNA FoodBank. If agencies conduct training using materials from the MANNA website, all attendees must sign the Record of Completion on the [MANNA website](#) or [Attachment 13](#) and provide a copy to MANNA FoodBank, and keep a copy on file for five years.
 - 12.5. Civil Rights Complaints.
 - 12.5.1. **Agencies must assist clients who choose to file a complaint about the agency, regardless of the apparent validity of the complaint.** MANNA recommends that clients first contact the Agency Director and TEFAP Coordinator to process a complaint, however, every client has the right to file a formal complaint with the USDA at any time. Agencies should document as much information as possible surrounding a client complaint, from as many sources as possible. If a client is turned away from a distribution for any reason, agencies should document this in the event a complaint is made.
 - 12.5.2. [USDA Discrimination Complaint Form](#).
 - 12.6. Civil Rights training is in place to protect your agency. Noncompliance with civil rights training and rules may result in suspension or immediate termination.
13. Public Health and Safety.
- 13.1. Agencies will keep their client's health and safety as their #1 priority at all times.
 - 13.2. All agencies must comply with public health guidelines and mandates as they are announced by public health and elected officials. These include, but are not limited to: The CDC, state governor and their staff, NC Department of Health and Human Services, county health departments, and local government, as well as MANNA FoodBank.
 - 13.3. In cases where conflicting guidelines are in place, agencies should comply with the stricter guidelines, and contact the TEFAP Coordinator or their Zone Coordinator for guidance.
14. Suspension, Termination, and Resignation.
- 14.1. Any agency who fails to comply with this TEFAP Agreement, or the Annual MANNA Agreement, is liable to face suspension or termination depending on the nature of the violation.

- 14.2. Suspension is temporary and generally reserved for use when agency statistics (client data or TEFAP inventory) are not submitted on time, or when required documentation is not submitted to MANNA, such as the Annual MANNA FoodBank Agency Agreement, TEFAP Agreement, Food Safety Training, or Civil Rights Training. Other violations of the TEFAP Agreement or MANNA FoodBank Agency Agreement may result in agency suspension. When an agency is suspended, they may not order any product from MANNA.
- 14.3. Termination is reserved for egregious and purposeful violations of the TEFAP Agreement or MANNA FoodBank Agency Agreement. Termination may be limited to the TEFAP program with the partner agency, or termination as a partner agency from MANNA entirely.
- 14.4. Resignation from the TEFAP program is voluntary and must be communicated with MANNA with as much notice as possible. Agencies intending to resign from the TEFAP program must notify the TEFAP Coordinator or their Zone Coordinator no less than 45 days in advance.
- 14.5. Agencies who resign or are terminated from the TEFAP program are still responsible for the TEFAP food on hand. MANNA will assist in coordinating with other partner agencies to reallocate the TEFAP food. Even following a resignation or termination, agencies are still liable for TEFAP food until it has left their facility.

15. NCDA and USDA TEFAP Regulations.

- 15.1. [NCDA TEFAP Food Distribution Handbook, Rev. 4/16](#) contains NCDA TEFAP rules and examples of TEFAP forms. Some forms are out of date and to be used for reference only.
- 15.2. [7 CFR § 251 – The Emergency Food Assistance Program](#) contains USDA TEFAP regulation.
- 15.3. [FD-141: Equal Opportunity for Religious Organizations Final Rule](#) is an FAQ for religiously-affiliated agencies who distribute TEFAP food. It is highly recommended that agencies familiarize themselves with this document.
- 15.4. [USDA Discrimination Complaint Procedure & Form](#) contains the instructions for filling out a discrimination complaint as well as the form itself.
- 15.5. The [Whistleblower Poster](#) is optional, but provides your employees and volunteers with information about the American Recovery and Reinvestment Act and their rights as a whistleblower.
- 15.6. [FD-107: Product Dating, End Dates, Best Buy Dates](#) gives guidance on when TEFAP food must be disposed of based on product date.
- 15.7. [FNS 113-1: Civil Rights Compliance and Enforcement](#) is where all civil rights guidance comes from.

Attachment 1: TEFAP Frequently Asked Questions (Jan 2020)

1. **How do we handle two individuals living in the same household? How much can that household get?** There may be several “households” within a single address/house, similar to FNS (Food Stamps) guidelines. The general rule to determine more than one unit per household is “Do you buy and prepare food separately from others in the household?”. Each separate “household” qualifies for TEFAP food according to the application requirements. It is the participants’ responsibility to provide accurate information on the TEFAP application. Their signature on the TEFAP application indicates an understanding of the following statement. *“I understand that any misrepresentation of need, sale, or misuse of the foods I have received is prohibited and could result in a fine, imprisonment, or both. (Section 211E, PL 96-494, and Section 4C, PL 93-86 as amended)”* Also, distribution rates may be increased accordingly for larger households. The key is to establish distribution rates before distribution starts, and DO NOT ALTER rates. For example, a household of 4 would receive 4 cans of corn, whereas a household of 8 may receive eight cans. Or, you may use the standard household size of 1-3 or 4 or more and set distribution rates from there.

2. **If I am picking up TEFAP for someone who cannot come to the pantry, what documentation do I need to have?** The TEFAP application does have a place for the applicant to list a “Proxy” to pick up their food if they are not available. However, we all know that situations arise that neither individual can come to a distribution. In this case, the APPLICANT may write a letter, dated and signed, stating that another individual (full name stated) may pick up their TEFAP package and serve as their Proxy. This letter should be stapled to the application to serve as a legal document. When the applicant is available, have them add the additional proxy to the application. It’s best practice to ask each client when they are at your pantry filling out the form for the new year if they’d like to list a proxy or two.

3. **Can pantries use own their own TEFAP form?** No. MANNA requires a pantry to use a specific application and may not change or edit the application without the food bank’s permission. Do not record any racial/ethnic data or other personal information on the TEFAP application other than what is required to determine eligibility. Please use the [form provided by MANNA as found on the website here](#). The front should be completed in full each year and each section on the back must be completed each time the client receives TEFAP. Client and intake worker signatures are required each time a client receives TEFAP. Each time an applicant receives TEFAP, you must document the date, signature of the applicant, signature/initials of the qualifying agency’s volunteer or staff, and note any changes in income/qualification. (on the back of application.)
 - A. COVID-19 Addendum: Proxy signatures by intake staff are allowed on either the normal client intake form or the COVID-19 form until further notice in order to prevent cross-contamination. Agencies may choose to use the COVID-19 form or the normal client intake form.

4. **Why do we have to take all TEFAP items?** This is a USDA requirement based on maintaining fair and equitable distribution to meet Civil Rights requirements. It is

USDA's goal that someone receiving a TEFAP box in Transylvania county receives the same amount/type of foods as someone in California, to the best of our ability. Everyone should have fair and equal access to all USDA programs. On a limited basis, if you feel that you are unable to accept perishable TEFAP items due to space capacity or any other reason, please contact the TEFAP Coordinator, your Zone Coordinator, or Glenda Gragg (ggragg@mannafoodbank.org) within at least 3 business days. Refusing product upon pick up or delivery is no longer permissible as this puts a lot of extra work on our warehouse staff. See #9 on how to move less popular dry products which may not be turned down. Your invoice may be viewed usually at least one week in advance by viewing in your web windows account. Please note that the delivery or pickup date on your invoice may be incorrect until it has been reviewed by MANNA. The incorrect date only reflects the date of allocation and must be manually corrected by MANNA upon review. Always refer to mobile calendar on the MANNA website or your scheduled pickup time with Glenda for correct dates.

5. **Can we require ID or other documentation for TEFAP?** No. The rules that govern TEFAP come from Civil Rights law and you must take each client at their word for this program. If you require ID for other programs, please distribute TEFAP prior to those other programs to avoid a conflict of rules. Please store or file any additional information your agency requires for programs aside from TEFAP separately from TEFAP forms. The "No ID Required to Receive TEFAP" sign must be posted by all TEFAP agencies.
6. **Do homeless clients qualify if they have no address?** Yes. You may simply put a general area in the county of where they are staying, such as Murphy Wal-Mart parking lot, or the banks of the Tuckasegee River.
7. **Do undocumented immigrants qualify?** Yes, unlike every other federal program, this population may receive TEFAP food.
8. **Can we distribute to clients outside our county?** Yes! In the past, NCDA Food Distribution TEFAP policy would not allow TEFAP participants to cross the county line. Over the years, situations arose in which a participant may reside near the county line and the TEFAP pantry be located closer to their residence in the neighboring county, or clients like in one county but work in another. In an effort to support TEFAP participants that may be in this situation, effective November 1, 2019, NCDA will be flexible regarding this policy, allowing participants to apply/receive TEFAP in their neighboring county should they meet the income eligibility criteria.
9. **What do we do with less popular product that doesn't move easily through client choice?** An easy way to move the unpopular TEFAP food is to have clients sign for the full amount of all available products as if they're taking it. Once they sign for it they can do with it as they please, including donating it right back to your pantry. You can then move these TEFAP leftovers into your regular pantry stock and make it first come first serve and it will move quickly that way. This will also make your monthly inventory reporting MUCH easier! Please be sure to mark TEFAP items that have been donated back to your pantry by crossing out the barcode. Please contact the TEFAP Coordinator for other options.

10. **May we set our own distribution rates?** Yes! You may set your own distribution rates if you (A.) establish and document the rates prior to distribution, and (B.) keep the rate the same until all product for that period/quarter is distributed. An editable allocation sheet is available on our website, or you may make your own, just be sure to keep it in your TEFAP files for 5 years. Setting your own distribution rate can also help move less popular product more quickly. For example, a household of 1-3 might get 4 cans of chick peas and a household of 4 or more might get 8. Or, you can set the rate per person, for example 3 cans of chick peas per person in the household.
11. **May we ask clients to participate in prayer, worship services, or any religious activity prior to or during TEFAP distribution?** No. Under the federal Civil Rights law that governs TEFAP, religion must be left out of TEFAP distributions. Also, for faith-based distributions please post the “Notice of Beneficiary Rights” sign. For further information please see the USDA’s “Equal Opportunity for Religious Organizations” [policy at mannafoodbank.org](http://mannafoodbank.org).
12. **May we hold back some items to distribute as we see fit?** No. All TEFAP food must be distributed on a “First Come, First Serve” basis. A few examples of holding back items include: a) If you received 6 different types of meat in your TEFAP order, you must offer all 6 types of meat until they run out instead of one to each client. b) You are running low on TEFAP milk and know that a large family is running later than usual. You cannot pull some milk aside to reserve it for the family.



ID is not required to receive TEFAP

**No se requiere identificación para recibir
TEFAP**

USDA COMMODITIES/ FOOD BOXES ARE OFFERED TO...

- 1. HOUSEHOLDS RECEIVING
FOOD STAMPS**
- 2. HOUSEHOLDS WITH
QUALIFYING INCOME LEVELS**

YOU MAY QUALIFY! ASK ABOUT TEFAP!

(The Emergency Food Assistance Program)

In accordance with Federal law and USDA policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410; or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Attachment 4: You May Qualify (Spanish)

USDA PRODUCTOS/ CAJAS DE COMIDA SE OFRECEN A...

- 1. CASAS RECIBE CUPONES DE ALIMENTOS**
- 2. CASAS CON NIVEL DE INGRESOS QUE CALIFICAN**

PODRÍA CALIFICAR! PREGUNTA POR TEFAP!

(The Emergency Food Assistance Program)

De acuerdo con la ley federal y USDA regla, esta institución tiene prohibido discriminar por motivos de raza, color, nacionalidad, sexo, edad o discapacidad. (No todas las bases prohibidas se aplican a todos los programas.) Hacer una denuncia por discriminación, escribe a USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, DC 20250-9410; o llama (202) 720-5964 (voz y TDD). USDA es un proveedor y empleador que ofrece igualdad de oportunidades.

Attachment 5: Notice of Beneficiary Rights (English)

The Emergency Food Assistance Program (TEFAP) – Written Notice of Beneficiary Rights

Name of Organization:

Contact Information for Program Staff:

Because TEFAP is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that—

- We may not discriminate against you on the basis of religion or religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

- We may not require you to attend or participate in any explicitly religious activities that are offered by us, and any participation by you in these activities must be purely voluntary;

- We must separate in time or location any privately funded explicitly religious activities from activities supported with USDA direct assistance;

- If you object to the religious character of our organization, we must make reasonable efforts to identify and refer you to an alternate provider to which you have no objection. We cannot guarantee, however, that in every instance, an alternate provider will be available; and

- You may report violations of these protections (including denials of services or benefits) by an organization to the State agency (<http://www.fns.usda.gov/fdd/food-distribution-contacts>). The State agency will respond to the complaint and report the alleged violations to their respective USDA FNS Regional Office (<http://www.fns.usda.gov/fnsregional-offices>).

We must provide you with this written notice before you enroll in TEFAP or receive services from TEFAP, as required by 7 CFR part 16.

State Agency Contact Information:

MANNA FoodBank

828.299.3663

Attachment 6: Notice of Beneficiary Rights (Spanish)

The Emergency Food Assistance Program (TEFAP) – Aviso Escrito de los Derechos de los Beneficiaries

Nombre de la organización:

Información de contacto para el personal del programa:

Debido a que TEFAP está respaldado total o parcialmente por la asistencia financiera del Gobierno Federal, estamos obligados a hacerle saber que—

- No podemos discriminarlo por motivos religiosos o religiosos credulidad, la negativa a mantener una creencia religiosa o la negativa a asistir o participar en una práctica religiosa;
- No podemos exigirle que asista o participe en ninguna actividad explícitamente religiosa que ofrezcamos nosotros, y cualquier participación de usted en estas actividades debe ser puramente voluntaria;
- Debemos separar en tiempo o lugar cualquier actividad explícitamente financiada religiosa de las actividades apoyadas con el a medida directa del USDA;
- Si se opone al carácter religioso de nuestra organización, debemos hacer esontables esfuerzos para identificarlo y remitirlo a un proveedor alternativo al que no tiene objeciones. No podemos garantizar, sin embargo, que en cada escción, un proveedor alternativo estará disponible; y
- Puede denunciar violaciones de estas protecciones (incluidas las denegaciones de servicios o beneficios) por parte de una organización a la agencia estatal (<http://www.fns.usda.gov/fdd/food-distribution-contacts>). La agencia estatal responderá a la queja e informará de las presuntas violaciones a su a oficina regional del USDA FNS(<http://www.fns.usda.gov/fnsregional-offices>).

Debemos proporcionarle este aviso por escrito antes de inscribirse en TEFAP o recibir servicios de TEFAP, según lo requiera la parte de 7 CFR 16.

Información de contacto de la Agencia Estatal:

MANNA FoodBank 828.299.3663

Attachment 7: Income Guidelines

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES**

FOOD DISTRIBUTION DIVISION

THE EMERGENCY FOOD ASSISTANCE PROGRAM

**INCOME ELIGIBILITY GUIDELINES FOR
HOUSEHOLD ELIGIBILITY FOR USDA FOODS**

Effective October 1, 2020 through September 30, 2021

**Household Gross Income Must Be Below Level of Appropriate Size
Household**

HOUSEHOLD SIZE	PER YEAR	PER MONTH	PER WEEK
1	\$25,536	\$2,128	\$491
2	\$34,488	\$2,874	\$663
3	\$43,440	\$3,620	\$835
4	\$52,416	\$4,368	\$1008
5	\$61,368	\$5,114	\$1,180
6	\$70,320	\$5,860	\$1,352
7	\$79,296	\$6,608	\$1,525
8	\$88,248	\$7,354	\$1,697
EACH ADDITIONAL FAMILY MEMBER	(+\$8,976)	(+\$748)	(+\$173)

**FOOD STORAGE
TEMPERATURE CHART**

Dry Storage Area –

50° - 70°F (10°C to 21°C)

Cooler Storage Area –

35°F to 41°F (1°C to 5°C)

Freezer Storage Area –

-10°F to 0°F (-23°C to -18°C)

Circle: Dry Cooler Freezer		
Month/Day/Year	Temperature	Checked By
/ 1 /		
/ 2 /		
/ 3 /		
/ 4 /		
/ 5 /		
/ 6 /		
/ 7 /		
/ 8 /		
/ 9 /		
/ 10 /		
/ 11 /		
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Circle: Dry Cooler Freezer		
Month/Day/Year	Temperature	Checked By
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If temperatures are not within recommended range, take immediate corrective action to avoid food loss.

Attachment 9: Client Intake Form (English)

TEFAP Eligibility Form 1 October 2020 – 30 September 2021

Name	
Address	
City	
County	
Household size	FNS/Food Stamps: Yes _____ No _____

<u>Effective October 1, 2020 through September 30, 2021</u> (Household gross income must be at or below for appropriate size household)			
HOUSEHOLD SIZE	PER YEAR	PER MONTH	PER WEEK
1	\$25,536	\$2,128	\$491
2	\$34,488	\$2,874	\$663
3	\$43,440	\$3,620	\$835
4	\$52,416	\$4,368	\$1008
5	\$61,368	\$5,114	\$1,180
6	\$70,320	\$5,860	\$1,352
7	\$79,296	\$6,608	\$1,525
8	\$88,248	\$7354	\$1,697
EACH ADDITIONAL FAMILY MEMBER	(+\$8,976)	(+\$748)	(+\$173)

The above table shows a yearly gross income for each family size. If your household income is **at or below** the income listed for the number of people in your household, you are eligible to receive food. A household is defined as a group of people who live together and share money and other resources in order to get food. **OR, if you currently participate in a Food & Nutrition Services Program (i.e. Food Stamps)** you are automatically eligible to receive TEFAP and do not need to look at the income scale.

Note: The above may be read to persons who are unable to read. People who are unable to sign their name may sign by using an X.

Please read the following statement carefully, then sign the form and write in today's date. I understand that any misrepresentation of need, sale, or misuse of the foods I have received is prohibited and could result in a fine, imprisonment, or both. (Sec. 211 E, PL 96-494 and Sec. 4C, PL 93-86 as amended.)

<u>Proxies are for individuals unable to attend a distribution, and use a proxy instead.</u>	<u>Date</u>
Proxy:	
Proxy:	
Client Signature:	

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the

USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW

Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email:

program.intake@usda.gov This institution is an equal opportunity provider.

	Date m/d	Client Signature	FNS		Yearly Income	Monthly Income	Weekly Income	Agency Signature
			Yes	No				
If you do not receive FNS Benefits (Food Stamps), record your yearly, monthly, or weekly income if there has been a change.								
1								
2								
3								
4								
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Attachment 10: Client Intake Form (Spanish)

FORMA DE ELEGIBILIDAD PARA TEFAP 1 Octubre 2020– 30 Septiembre 2021

Nombre:	
Dirección:	
Ciudad:	
Condado:	
Número de personas en el hogar:	Cupones de alimentos? si ____ no ____

Efectivo desde 1 de Octubre 2020 hasta 30 de Septiembre de 2021 (Los ingresos gruesos tienen que estar en o abajo para el tamaño apropiado del hogar.)			
TAMAÑO DE HOGAR	POR AÑO	POR MES	POR SEMANA
1	\$25,536	\$2,128	\$491
2	\$34,488	\$2,874	\$663
3	\$43,440	\$3,620	\$835
4	\$52,416	\$4,368	\$1008
5	\$61,368	\$5,114	\$1,180
6	\$70,320	\$5,860	\$1,352
7	\$79,296	\$6,608	\$1,525
8	\$88,248	\$7354	\$1,697
CADA MIEMBRO ADICIONAL DE LA FAMILIA	(+\$8,976)	(+\$748)	(+\$173)

La tabla abajo muestra los ingresos gruesos anuales para cada tamaño de familia. Si sus ingresos de hogar están en o debajo los ingresos en la tabla para el número de personas en su hogar, usted es elegible para recibir los alimentos. Un hogar es definido como un grupo de personas que viven juntos y comparten dinero y otros recursos a fin de conseguir el alimento. **O, si usted participa en una programa de estampillas de alimentos, usted es automáticamente elegible para recibir TEFAP y no tiene que mirar la escala de ingresos.**

Nota: Los siguiente puede ser leído a personas que no saben leer. La gente que es incapaz de firmar su nombre puede firmar usando un X.

Por favor lea la declaración siguiente con cuidado, luego firme la forma y escriba la fecha de hoy. Entiendo que cualquier falsificación de necesidad, venta, o mal uso de la comida que he recibido es prohibida y podría causar multas, el encarcelamiento, o ambos. (Sec. 211 E, PL 960494 y Sec. 4C, PL 93-86, según enmendado.)

<u>La siguiente sección es sólo para los individuos recluidos.</u>		<u>Fecha</u>
<u>Representante Autorizado:</u>		
<u>Representante Autorizado:</u>		
firma del cliente:		

De conformidad con la Ley Federal de Derechos Civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de los EE. UU. (USDA, por sus siglas en inglés), se prohíbe que el USDA, sus agencias, oficinas, empleados e instituciones que participan o administran programas del USDA discriminen sobre la base de raza, color, nacionalidad, sexo, discapacidad, edad, o en represalia o venganza por actividades previas de derechos civiles en algún programa o actividad realizados o financiados por el USDA. Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estatal o local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas.

Para presentar una denuncia de discriminación, complete el Formulario de Denuncia de Discriminación del Programa del USDA, (AD-3027) que está disponible en línea en: http://www.ocio.usda.gov/sites/default/files/docs/2012/Spanish_Form_508_Compliant_6_8_12_0.pdf, y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por: (1) correo: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; o (3) correo electrónico: program.intake@usda.gov. Esta institución es un proveedor que ofrece igualdad de oportunidades.

	Fecha m/d	Firma	Cupones de alimentos		Por Año	Por Mes	Por Semana	Firma de Representante de la Agencia
			Si	No				
			Si usted no recibe estampillas de comida, escribir en tu anual, mensual, semanal o ingresos.					
1								
2								
3								
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Attachment 11: COVID-19 Intake Form

TEFAP ELIGIBILITY APPLICATION FOR USE DURING
COVID-19

AGENCY NAME: _____

TEFAP DISTRIBUTION SITE ADDRESS: _____

CITY: _____

COUNTY: _____

Issued by: _____

Date: _____

*Agency Representative Signature***IMPORTANT-----READ THIS STATEMENT BEFORE SIGNING FOR FOOD(S):**

Participant understands that any misrepresentation of need, sale, or misuse of the foods I have received is prohibited and could result in a fine, imprisonment, or both. (Sec. 211 E, PL 96-494 and Sec. 4C, PL 93- 86 as amended)

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

Date: _____	FNS		Monthly Income	Weekly Income	Number in Household	Authorized Proxy Name
	Yes	No	If you do not receive FNS Benefits (i.e. food stamps) Enter monthly or weekly income			
1						
2						
3						
4						
5						
6						
7						
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Household Size	Per Year	Per Month	Per Week
1	\$25,536	\$2,128	\$491
2	\$34,488	\$2,874	\$663
3	\$43,440	\$3,620	\$835
4	\$52,416	\$4,368	\$1,008
5	\$61,368	\$5,114	\$1,180
6	\$70,320	\$5,860	\$1,352
7	\$79,296	\$6,608	\$1,525
8	\$88,248	\$7,354	\$1,697
EACH ADDITIONAL FAMILY MEMBER	(+\$8,976)	(+\$748)	(+\$173)

Attachment 12: TEFAP Loss Report

MANNA FoodBank
627 Swannanoa River Rd
Asheville, NC 28805

TEFAP Loss Report for _____, 20__

Product	Pack	Units Lost (a)	Explain in detail cause of loss (b)

(a) List the number of blocks, bags, containers, cans or boxes which have been lost due to damage, pilferage, lack of accountability, etc.

(b) Explain in detail the cause of the loss, such as damage in shipping, hidden damage, loss through lack of accountability, etc.

(Agency Number) (Name of Emergency Feeding Organization) (County)

(Signature) (Title) (Date)

Attachment 13: Civil Rights Training Record of Completion



Agency Online Training: Civil Rights
North Carolina Department of Agriculture and Consumer Services
Food Distribution

Agency Name: _____ Agency Number: _____

Dates of Training: _____

Attendees of Training:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Keep this training record on file for 5 years and submit a copy to the TEFAP Coordinator or your Zone Coordinator / If additional attendees, print another copy of this form.