

**THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)**  
**Wisconsin Distribution Partnership Agreement for FFY 2023**

This agreement governs the Wisconsin operation of TEFAP through its partnerships between an Emergency Feeding Organization (EFO) designated as the regional TEFAP agent for the State of Wisconsin Department of Health Services (DHS), Division of Public Health; and the local TEFAP distribution site (Outlet) that serves Wisconsin residents who qualify for TEFAP participation.

**EFO partner is:** \_\_\_\_\_

**EFO representative for TEFAP operations to whom the Outlet will direct all correspondence is:**

EFO Principal Contact: \_\_\_\_\_

Email address: \_\_\_\_\_

Office phone: \_\_\_\_\_ Cell phone (optional): \_\_\_\_\_

Mailing address: \_\_\_\_\_

**Outlet Organization is:** \_\_\_\_\_

The EFO will direct official TEFAP email correspondence to:

Principal Contact's Name: \_\_\_\_\_

Email address for TEFAP correspondence with the Outlet: \_\_\_\_\_

Public pantry phone: \_\_\_\_\_ Principal's phone: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Food distribution address: \_\_\_\_\_

County in which the outlet will serve qualified residents: \_\_\_\_\_

Service area: (describe geographic coverage): \_\_\_\_\_

Days and hours of TEFAP distribution: \_\_\_\_\_

The EFO and Outlet agree to provide immediate notice if the designated contact or any contact information changes during the agreement period.

The Outlet is a (check one) \_\_\_\_ Food Pantry \_\_\_\_ Soup Kitchen \_\_\_\_ Shelter

This agreement covers the period of October 1, 2022 through September 30, 2023. This document, together with the Wisconsin TEFAP Outlet Operator's Manual, and any guidance or directive issued during FFY 2023, represent the complete agreement between the Outlet and the EFO and include federal and state requirements of all parties.

Either party may terminate the agreement with a thirty-day (30) written notice to the other party and to the Wisconsin Department of Health Services. An Outlet that terminates TEFAP participation agrees to adhere to United States Department of Agriculture (USDA) records retention requirements (retain records for three years plus the current year) and protect the confidentiality of pantry participants as the Outlet guaranteed during participant enrollment. This includes management of expired participant records, which must be securely destroyed.

**I. The EFO agrees to:**

- A. Allocate TEFAP commodities to outlets based on poverty and unemployment rates in the county; current inventory, number of households served per month and ability to store commodities in accordance with State and Federal regulations. The EFO cannot guarantee the amount and kind of TEFAP commodities as these vary and are subject to availability and factors outside the control of the EFO.
- B. Provide technical assistance to the Outlet. This must include, but may not be limited to guidance in the receipt, storage and distribution of TEFAP commodities; training to Outlet coordinators that are new to TEFAP; annual civil rights training and annual refresher training on the policies and guidelines contained in the *Wisconsin TEFAP Outlet Operator's Manual* provided by the EFO on October 1<sup>st</sup> of each agreement year.
- C. Inspect or review the Outlet as necessary to ensure compliance with this agreement, and federal, state and local laws and ensure that the Outlet is properly managing its inventory and distributing commodities in a timely manner.
- D. Perform a formal site review of the Outlet at least once bi-annually.
- E. Assist distribution sites in successfully addressing issues of non-compliance.
- F. Provide information about the Outlet (location, hours, and contact information) to appropriate community organizations to ensure eligible households have access to food or meal information.

**II. The Outlet agrees to:**

- A. Abide by the terms of this agreement, comply with the program standards contained in the *Wisconsin TEFAP Outlet Operator's Manual*, and comply with any program requirements issued by USDA or DHS that occur subsequent to the signing of this agreement. EFOs are responsible for providing timely information to outlets regarding new requirements.
- B. Provide TEFAP commodities it has received and an equal or greater amount of matching food of equivalent quality. It will provide these without charge to households that meet income eligibility guidelines published by the Wisconsin Department of Health Services on or around March 1<sup>st</sup> of each year. Households with income that is at or below 200% of the federal poverty level guidelines are eligible at this time. Eligibility levels are subject to change during the year, based on food supply and economic conditions. You will receive prior notice if eligibility levels change and TEFAP forms will be updated to reflect current levels.
- C. Provide a current list of individuals serving on the Outlet's Board of Directors and contact information for its officers (mailing and email addresses; daytime phone number). When changes in board leadership occur during the period of this agreement, the Outlet agrees to provide the EFO with an updated list. The Principle Operator at an Outlet may not simultaneously serve as president of its Board of Directors except under extraordinary circumstances to avoid conflicts of interest.
- D. Conduct a TEFAP compliance Self-Assessment (using the TEFAP Self-Assessment form provided) prior to a scheduled TEFAP outlet review by either the EFO or by the Wisconsin Department of Health Services, and make reasonable efforts to adjust practices to reach compliance with program requirements in advance of a formal review.

- E. Collect household information contained in The Wisconsin Department of Health Services form F-40059 (F-40059a will be used for mobile pantries ONLY), entitled “The Emergency Food Assistance Program Eligibility Certification. Pantry operators can retrieve the current version in English, Spanish, Russian and Hmong application forms at <https://www.dhs.wisconsin.gov/library/f-40059.htm>. Pantry operators should verbally review the applicant pledge with each new participant during application or provide it in writing to them with their first food distribution. The Pantry must create a record of each food distribution that a TEFAP recipient receives. The Outlet shall collect no other information without the express permission of the Department of Health Services. Any food pantry that exclusively maintains electronic participant records must post the participant pledge in English and any Limited English Proficiency (LEP) languages required in its service area. \*\*Electronic signatures are permitted at time of annual renewals.
- F. Abide by the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, Americans with Disabilities Act, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975 and other federal and state laws, regulations or orders. In accordance with federal law and USDA policy, the Outlet is prohibited from discrimination in TEFAP on the basis of membership in the following protected classes: gender, race, color, age, country of national origin, ability or inability to speak English, disability, religion, sex (including gender identity and sexual orientation) , or for having filed a prior civil rights complaint. In addition, the State of Wisconsin prohibits discrimination on the basis of sexual orientation and religion.
- G. Post in a public area the “And Justice for All,” poster provided by USDA; the current income eligibility guidelines for the program; and any other information as specified in the *Wisconsin TEFAP Outlet Operator’s Manual*.
- H. Follow Limited English Proficiency (LEP) requirements and have an identified language interpretation phone service immediately available to communicate with participants who speak English “less than well.”
- I. Provide the following information to any TEFAP participant that wishes to file a civil rights discrimination complaint that they can write or call the USDA, Director, Office of Civil Rights, Room 326W, Whitten Building, 1400 Independence Ave., S.W., Washington DC 20250-9410. Complainants may also call 1 (800) 795-3272 or (202) 720-5964 9 (TTY).
- J. Serve all qualified participants. While there are conditions under which an Outlet may refuse to serve a household, the Outlet agrees not to permanently deny access to any household without first consulting with its supervising EFO.
- K. Follow this dispute resolution process if it becomes necessary:
- 1) Work with the EFO’s TEFAP coordinator for resolution. If unsuccessful, the Outlet may;
  - 2) Follow the EFO’s agency complaint/grievance policy. If unsuccessful, the Outlet may;
  - 3) Work with Wisconsin’s TEFAP Coordinator for resolution. If unsuccessful, the Outlet may;
  - 4) Appeal to the Wisconsin WIC and Nutrition Section Chief.
- L. Post “Notice of Beneficiary Rights for Persons Receiving Food from Religious Organizations” if the Outlet is hosted in a religious facility or is operated under the umbrella of a charitable organization that is religious in nature. If the Outlet is hosted in a religious facility or is operated under the umbrella of a religious charity, the Outlet must identify an alternate provider and post

the contact information for that alternate provider. As per USDA direction, an alternative provider need not be a TEFAP provider.

- M. Ensure that each TEFAP staff member and/or Outlet volunteer who has direct contact with TEFAP applicants and recipients receives both initial and annual training in Civil Rights using the “Civil Rights Requirements for The Emergency Food Assistance Program” (found in appendices to the TEFAP manual).
- N. Ensure that annually, each individual serving as a volunteer or employee at a TEFAP distribution site signs an agreement (as included in the TEFAP manual) to protect the confidentiality of TEFAP participants.
- O. Operate as a nonprofit organization that is exempt from federal income tax liability as stated in the Internal Revenue Code, or as a governmental organization. If the Outlet loses its charitable status during this agreement period, it is required to provide written notice to its EFO and may result in termination of this agreement.
- P. Maintain consistent, walk-in hours of operation and be open a minimum of one day per month and a minimum of two hours per day on those dates of service. The service schedule for each outlet is subject to approval from its supervising EFO. Outlets *may request* appointments with applicants and participants, *but may not require* them.
- Q. Match at least half of TEFAP Commodity foods with an equivalent amount of non-TEFAP foods for distribution to households. Match is not required for soup kitchens or shelters. Pantries must equal or exceed one hundred percent (100%) of the amount of TEFAP foods received over the course of the year.
- R. Distribute TEFAP commodities only to income-eligible households that complete an application and self-declare that their income meets the current income eligibility guidelines. Nothing in this agreement is intended to prevent the outlet from serving households that are ineligible for TEFAP using non-TEFAP foods. Proof of income is not required and may not be requested. No one may be denied TEFAP application or distribution because of participation, nonparticipation or refusal to participate in other public food programs (including but not limited to WIC, FoodShare, Emergency FoodShare, Commodity Supplemental Food Program (CSFP), or school or senior nutrition programs.
- S. Distribute TEFAP commodities, along with donated and/or purchased food, to eligible households at no charge to participants.
- T. Protect from any other usage or from sharing with any person or organization, the Personally Identifiable Information (PII) *provided by TEFAP participants for the sole purpose of participating in TEFAP*. Only persons employed by the Outlet and acting in a volunteer capacity at the Outlet AND who have a business-related need for PII in furtherance of the limited purposes of this agreement shall be allowed access to TEFAP PII. Staff and volunteers that have a business reason for PII access must maintain confidentiality in accordance with this agreement. PII includes but is not limited to an individual's name and address; the number of persons residing in their household; their self-declared income and their receipt of commodities and donated food on any particular date. PII includes a physical description of persons/property that would identify an individual as a TEFAP recipient, as well as photographs and voice recordings of them.

Nothing in this agreement precludes any participating TEFAP agency from collecting PII for the legitimate business purposes related to providing other services for the purpose of benefitting the participant and/or members of their household, provided that Outlet receives prior approval from the Wisconsin TEFAP Coordinator; AND that

- The PII is not collected during TEFAP application or distribution; AND that
  - The participant receives services in a non-coercive manner to avoid even the impression that the participant should provide the requested PII in exchange for food; AND that the Outlet's TEFAP record of the participant contains only the information allowable under TEFAP unless the participant signs a waiver agreeing to a TEFAP record that is combined with other service records.
- U. Any TEFAP outlet that wishes to collect and utilize PII for purposes unrelated to TEFAP, and wishes to engage in such collection *immediately prior* to TEFAP application or distribution; *during* TEFAP application or distribution; or *immediately following* TEFAP application or distribution, must follow the protocol outlined in the *Wisconsin TEFAP Outlet Operator's Manual* and contact the Wisconsin Department of Health Services to ensure that such offers will not violate program rules.
- V. Neither request, collect nor utilize an individual's Social Security number during TEFAP application or distribution. If an organization that operates a TEFAP outlet also collects Social Security Numbers as a requirement in an unrelated program, under no circumstances shall Social Security Numbers be stored in or linked to the organization's TEFAP records unless the Outlet obtains prior DHS authorization to seek and obtain written permission from TEFAP participants to allow their records to be combined. Outlets must obtain prior approval from the Wisconsin TEFAP Coordinator to seek such participant permission.
- W. Not contact TEFAP participants by phone, email, by letter or any other means in order to offer additional, non-TEFAP services unless the Outlet obtains prior DHS authorization and expressed, written permission from the participant agreeing to such contact.
- X. Ensure the regional 211 Help Line has a listing of your outlet's name, address, and hours of public service and keep that information current so the public can access food. If your outlet's 211 listing is incorrect, notify your EFO and [DHSTEFAP@dhs.wisconsin.gov](mailto:DHSTEFAP@dhs.wisconsin.gov) immediately. Corrections to 211 listings must go through the central DHS TEFAP office to the central 211 office in Madison in order to reach regional hotlines.
- III. For food handling, the Outlet will:**
- A. Not repackage TEFAP commodities; this is prohibited by the USDA.
- B. Acknowledge and agree that the TEFAP liability waiver on the program's application form does not apply to any food that an Outlet may choose to repackage.
- C. Accept quantities of TEFAP commodities that can be distributed without waste. The commodities will be distributed on a first-in, first-out basis. Commodities accepted will be in quantities that meet the needs of the numbers served and can be distributed quickly and without acquiring an inventory that exceeds a two to three-month supply. If a Pantry is offered a product that it will be unable to distribute before the product's "best used by" date, *the Pantry should decline the product at the time it is offered* so that other outlets may offer it to households that will use the product in a timely manner.

- D. Notify its EFO immediately if the Outlet is a food pantry that determined it has a surplus of product that it cannot distribute within six months of having received it. The Pantry agrees to work with the EFO to make arrangements for removal and redistribution of the surplus product so it may be used by another food pantry. TEFAP Outlets should avoid keeping shelf stable or froze product in inventory longer than six months from the date of receipt. Retaining TEFAP commodities in a food pantry beyond the “best used by” date printed on the consumer package may result in termination of the TEFAP agreement.
- E. Verify by signature the TEFAP commodity amounts received from the EFO at the time of delivery. The Outlet shall promptly report to the EFO any complaints or irregularities regarding TEFAP commodities.
- F. Store, handle and distribute TEFAP commodities in a manner that shall prevent spoilage and other loss including theft. This will require working locks on doors and windows to TEFAP commodity storage areas.
- G. Maintain required food temperatures in TEFAP commodity storage areas by providing a working thermometer mounted near the floor at eye level (dry food between 50° and 70°F, refrigerated food between 34° and 40°F, and frozen food at 0°F or less).
- H. Store TEFAP Commodities off the floors on pallets or shelves which provides a six-inch floor clearance, a four-inch wall clearance and a two-foot ceiling clearance.
- I. Check TEFAP commodities for signs of spoilage; maintain clean public and storage areas; and inspect and control for insects, rodents and pests. Outlets that contract pest control should receive and retain documentation of inspection dates, findings and treatments. If not, the Outlet must log pest inspection and treatment. Outlets performing their own pest control shall consult the local health department, licensed exterminator, UW-Extension or knowledgeable source regarding use of insecticides and must document the process used for pest control and log the dates of pest inspections, findings and treatments which, at minimum, must occur monthly.
- J. Maintain storage areas for TEFAP commodities that are free of uninsulated steam or hot water pipes, water heaters, refrigeration condensing units or other heat producing devices. Cleaning fluids, sweeping compounds, chemicals, etc., in TEFAP are not to be stored in commodity storage areas.
- K. Provide TEFAP statistical reports to the EFO by the 10th day of the next month following the service.
- L. Designate an email address for TEFAP communication (on page one of this agreement), and monitor that email address regularly to ensure that the Outlet has an active, open channel of communication with the program. The Outlet agrees to respond to email surveys or questions from TEFAP administration.
- N. Allow representatives of the USDA, Wisconsin Department of Health Services (DHS), and the EFO or its designees to inspect TEFAP commodities in storage and facilities used to distribute and store TEFAP commodities, and to inspect and audit all records, including financial records and reports pertaining to the distribution and storage of TEFAP commodities. Records inspection may be requested and conducted without prior notice up to four years (three years plus current year) following an outlet’s termination from TEFAP.

#### IV. Agreement Revisions and/or Termination

- A. Failure to comply with any part of this agreement may be cause for termination of this agreement.
- B. A Pantry may confer with its EFO to change its days of operation, hours, location, and contact person after entering into this agreement. The EFO must notify DHS and WISCAP of any such changes.
- C. Termination of a TEFAP agreement affects the flow of food to households. Regardless of the terminating party or its reasons for termination, the EFO and Outlet will cooperate to minimize disruption of food distribution to households whose participation will be discontinued at the location and whose future participation will require re-enrollment at a new location.
- D. In the event of TEFAP termination, the EFO will identify and enlist a new or alternate service location and will provide the terminating Outlet with its name, address, and its hours and days of operation so participating households can be notified at the earliest possible opportunity.

#### V. Signatures

By affixing my printed name, signature and date, I certify that I have read this agreement and the *Wisconsin TEFAP Outlet Operator's Manual* that governs it. I certify that the food distribution Outlet will abide by the regulations and practices described herein and therein.

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PRINT name of EFO's Authorized Representative	(Signature)	(Date)
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PRINT name of Outlet's Authorized Representative	(Signature)	(Date)
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PRINT name of Outlet On-site Manager	(Signature)	(Date)
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(If not the Outlet On-site Manager is not the Outlet's Authorized Representative for signing agreements)

Outlet Name \_\_\_\_\_

Service Area \_\_\_\_\_