

7 CFR 251.2(d)(1)(i) Agreements between the Indiana State Department of Health and Eligible Recipient Agencies (ERA), and agreements between ERA's and Food Outlets must assure that all parties operate the program in accordance with federal regulations 7 CFR 251, and 250.

The agreement shall become effective October 1, 2024, or on the date signed by both parties, whichever comes last, and in absence of prior notification of termination, shall terminate on September 30, 2026.

In accordance with 7 CFR 251.2(c) (2), either party may terminate the agreement in whole or in part with a thirty (30) day written notice. If the agreement is not renewed prior to the expiration of the current agreement, all USDA food products must be immediately surrendered to the ERA.

- A. Duties of the Food Outlet:** The outlet agrees to the responsibilities and requirements referenced in The Emergency Food Assistance Program (TEFAP) Manual, incorporated into this agreement by reference.
- B. Not for Profit Status 501 (c) (3):** The Food Outlet certifies that it is a public, private, or a non-profit organization. The Food Outlet must submit to the ERA certification of Internal Revenue Code Not for Profit status. Local government agencies acting as food outlets, such as township trustees are tax exempt by nature and do not require certification.
- C. Access to Records and Facilities:** The Food Outlet agrees to collect and maintain all documents necessary for program operations and maintain them in the same location where operations occur. Documents must be kept for three (3) years plus the current year of operation. The ERA, acting as an agent of ISDH, shall supply the Food Outlet with all reporting forms for receipt of food products. The Food Outlet agrees that representatives of USDA, ISDH, and ERA may have access to all program records, may observe food distribution to recipients, may conduct monitoring of food pantries, soup kitchens, or homeless shelters, and may conduct reviews of storage facilities and food products in storage. Visits may be conducted at any reasonable time during normal Food Outlet hours of operation.
- D. Nondiscrimination:** The Food Outlet hereby agrees that it will comply with all state and federal regulations as outlined in USDA Civil Rights and Non-Discrimination statements, and Indiana's Religious Discrimination Addendum. The Food Outlet staff will complete annual Civil Rights training conducted by the ERA, and conduct Civil Rights training no less than annually for all employees and volunteers that come in contact with program participants.

- E. Receipt of USDA Allocated Commodities:** All USDA allocated commodities are the property of the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) throughout all phases of the distribution process. Once commodities are distributed to income eligible recipients at designated Food Outlets, the distribution process is considered complete. Indiana State Department of Health works directly with Food and Nutrition Services (FNS), Agricultural Management Services (AMS) and United States Department of Agriculture (USDA) to provide USDA allocated food products to ERAs. The food outlet agrees to accept allocated product according to ERA delivery guidelines. The ERA does not guarantee the quality or condition of food products provided to the Food Outlets. The Food Outlet shall release USDA, ISDH, and the ERA from any liability for losses, damages, illnesses, or injuries resulting from distribution of food products.
- F. Repackaging:** There will be NO repackaging of allocated USDA food products at the Food Outlet or off premises without written approval from USDA with the exception of bagging bulk fresh produce.
- G. Prohibited Activities:** The sale, exchange, or use of any USDA food products for personal gain, or use as a means to further the political interest of any individual or party or any other form of fraud or abuse is subject to federal and state prosecution.

The Food Outlet shall not charge any fees, require membership or referrals as a condition for receipt of both USDA and non-USDA food items. This agreement further prohibits the requirement of membership in any organization; church, political, fraternal, union, block club, etc. or attendance of same as a requisite for receipt of any food products.

The Food Outlet shall not distribute any food product to hospitals, group-home care facility-providing meals for residents, penal institutions, non-profit school lunch programs, non-profit summer camps for children, or other child nutrition programs (excluding Kids Cafe).

- H. Storage Facilities and Distribution Sites:** The Food Outlet shall have a secure and adequate facility for proper storage and distribution of all food products to prevent spoilage, infestation, damage, or other condition that may jeopardize the wholesomeness or safety of the product. In accordance with 7 CFR 250.14(b), a thermometer is required and must be in all dry storage, refrigeration, and freezer areas. Temperature readings for all areas of the storage facilities will be taken at least weekly, and a temperature log will be maintained. Storage is to be rodent and insect free.

- I. Product Delivery:** When physical delivery of food products is taken, the Food Outlet shall assume liability for the safekeeping of food products until the food products are released to eligible recipients. This liability shall be limited to improper distribution or use, loss or damage caused by failure to provide proper storage, care, and handling. At the option of ISDH, the Food Outlet shall be required to replace any loss of USDA donated food. Losses must be immediately reported to the ERA. The Food Outlet will be the carrier of liability insurance at all times and will provide proof upon request.
- J. Distribution of Donated USDA Commodities:** Outlets are to be open to the public with hours of operation clearly posted, including directional signage if necessary. Outlets that are currently not designated as "closed shelters" must offer food to eligible recipients on a first come, first served basis at a minimum of every 30 days without appointment.
- K. Required Signage:** The Food Outlet agrees to post in an area where the participants can see; the "And Justice for All" poster, TEFAP income eligibility guidelines, the amount of items available in the form of household breaks, and any other pertinent information such as SNAP benefit information, list of area pantries, and brochures on local resources available pantry clients may access.
- L. Public Outreach:** The Food Outlet agrees it will publicize within its designated service area the operational hours the outlet is open to alert potential participants of the availability of food products. Methods to publicize the site's operational hours include, but are not limited to, placing notices in local newspapers, posters, pamphlets, or help lines. The Food Outlet agrees it will keep the ERA current of its regularly scheduled hours of operation.
- M. Income Eligibility:** The Food Outlet agrees to adhere to USDA Income Eligibility Guidelines as revised and issued by Indiana State Department of Health. The Federal Poverty and Unemployment Guideline released by Health and Human Services, and currently used for TEFAP in Indiana is 185%. Food Outlets will distribute USDA allocated foods to income eligible households; program participation is determined by self-attestation of income. Food outlets may ask recipients for name, address, household size, and household income level. Food Outlets providing services to income eligible recipients more frequently than every 30 days may ask for proof of address such as a piece of mail. No other information is to be collected, copied, or stored.

N. Complaints and Investigations: The ERA and the Food Outlet agree to cooperate fully with ISDH in the investigation of all complaints received. The ERA and the Food Outlet agree to correct any violations that are disclosed. The Food Outlet shall report promptly, first by phone and then in writing to the ERA. The ERA will report to ISDH detailing all corrective measures taken. If any irregularities are deemed critical then the ERA and/or ISDH may immediately remove all USDA food products with only verbal notification.

ERA**Food Outlet**

Name

Name

Physical Address

Physical Address

Mailing Address (if different)

Mailing Address (if different)

Primary Contact Name

Primary Contact Name

This Food Outlet is a: ___ Soup Kitchen, ___ Food Pantry, ___ Both (FP/SK)

Signatures: Both parties have read, understand, and agree to the terms outlined in this Memorandum of Agreement, and the current TEFAP Manual and TEFAP State Plan

ERA Authorized Agency Representative**Food Outlet Authorized Representative**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date Signed

Date Signed