

VERMONT FOODBANK  
ANNUAL RENEWAL  
OF THE  
PERMANENT AGREEMENT FOR DISTRIBUTION AND UTILIZATION OF USDA FOODS

The Vermont Foodbank and \_\_\_\_\_ (Recipient Agency)

located at \_\_\_\_\_ (Recipient Agency Physical Address)

agree as follows:

1. The Recipient Agency is an institution whose primary purpose is serving the needy by distributing food through a foodshelf for home consumption or one that prepares congregate meals that are free and open to the public.
2. The Recipient Agency agrees to operate The Emergency Feeding Assistance Program (TEFAP) in accordance with all state and federal regulations, including 7CFR, Part 251, and, as applicable, 7CFR, Part 250 as well as all relevant USDA Food and Nutrition Service (USDA FNS) policies and instructions.
3. USDA Foods will only be distributed to households that meet the eligibility criteria. The Recipient Agency will maintain a system for inventory and distribution that documents USDA Foods are provided only to eligible recipients.
4. Recipient Agencies that distribute USDA Foods to individual households will document eligibility by the Statement of Eligibility to Receive USDA Foods from The Emergency Food Assistance Program and keep those forms on file at the food shelf for 3 years, plus the current year. Recipients must affirm that they meet the income guidelines for their household the first time that they receive USDA Foods from TEFAP during the period of eligibility. The period of eligibility runs July 1-June 30.
5. Recipient Agencies that prepare congregate meals for the public may use the USDA Foods for on-site meal preparation. These agencies are not required to obtain clients signatures.
6. Records to document the receipt, disposal, inventory and disbursement of USDA Foods must be maintained (form TEFAP-1). These records will be retained by the Recipient Agency for three years from the close of the Federal fiscal year to which they pertain. Said records will be available for inspection by concerned Federal, State, and Foodbank personnel. The Recipient Agency will report all damaged or stolen USDA Foods to the Foodbank as soon as possible.
7. The Recipient Agency will store USDA Foods according to USDA regulations, and follow proper food handling practices, including but not limited to:
  - a. Installing thermometers in frozen, refrigerated, and dry storage areas, and monitoring them regularly;
  - b. Using products on the First In, First Out (FIFO) inventory system (unless a product with an older production date is received);
  - c. Taking precautions to safeguard against theft, pests, fire, spoilage and other losses.
8. The Recipient Agency will not store food in private homes.
9. The Recipient Agency agrees to submit to the Vermont Foodbank the Quarterly Service Report; this report will provide statistical information on the number of households and individuals served. The Quarterly Service Report is due on the 10<sup>th</sup> of the month following the quarter.
10. The Recipient Agency shall not be charged any fees, including delivery, for the receipt of any USDA Foods obtained through the Vermont Foodbank.
11. Individual recipients shall not be required to make any payments in money, materials, or services for or in connection with the receipt of USDA foods, nor shall voluntary contributions be solicited.
12. USDA Foods may not be used in mass distribution or holiday-food basket programs. USDA Foods must be used

as available through an existing food shelf program or for preparation of meals for congregate feeding.

13. USDA Foods may not be sold or exchanged.
14. The Recipient Agency will forward any complaints about product quality or safety to the Vermont Foodbank.
15. The Recipient Agency will comply with any product hold or recall instructions given by the Vermont Foodbank, the Vermont Agency of Education, or the USDA.
16. The Recipient Agency will provide annual Civil Rights training to all employees and volunteers who work directly with program applicants and recipients.
17. The Recipient Agency will display the “And Justice For All” poster where it can be seen by all recipients at each site where USDA Foods are served or distributed.
18. The Recipient Agency will include the following USDA Civil Rights Statement on all publications and documents widely distributed to recipients and the public:

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or

2. fax: (833) 256-1665 or (202) 690-7442; or

3. email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

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The font size of the Civil Rights statement will be no smaller than the text of the document or publication. In cases where inclusion of the full Civil Rights Statement causes the document to go from one page to two pages, the Recipient Agency may use the following short statement instead: “This institution is an equal opportunity provider.”

19. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the

program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

20. The Recipient Agency will take reasonable steps to ensure that meaningful access to their programs is available to applicants and/or recipients with Limited English Proficiency (LEP).
21. If the Recipient Agency is a religious organization, it will comply with 7CFR, Part 16.
22. This is the annual renewal of the permanent agreement between the Vermont Foodbank and the Recipient Agency. The purpose of the annual renewal is to affirm or update contact information, and to affirm the Recipient Agency's understanding of the program regulations and responsibilities. The permanent agreement may be terminated by either party upon 30 days written notice.
23. A copy of the Permanent Agreement for Distribution and Utilization of USDA Foods must be kept on file at the location of distribution or use.

Recipient Agency Information:

\_\_\_\_\_  
Recipient Agency

\_\_\_\_\_  
Agency #

\_\_\_\_\_  
Print name of authorized agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

Vermont Foodbank Information:

Joe Dauscher  
Network Relations Manger

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date