The Emergency Food Assistance Program (TEFAP)

TEFAP Record Keeping





Scope of Work (SOW) with Wisconsin Department of Health Services

- Signed yearly as part of grant contracting documents
- Outlines responsibilities of TEFAP Eligible Recipient Agencies (ERAs)





ERA Scope of Work(SOW) Records



Obtain signed site agreement from all TEFAP distribution sites yearly preparing for new federal fiscal year



Maintain site agreement record



Verify

Keep

See

Verify Civil
Rights training
at ERA and
distribution
sites

Keep ERA Civil Rights training records See suggested training on DHS website or in subsequent training module "Civil Rights" in this series





Keep an up-to-date record in Salesforce



Distribution site contact names, phone, emails



Days and times of TEFAP distribution





Verify that distribution sites are current on the 211 portal



Verify that TEFAP is represented on the distribution site's website



Verify that TEFAP distribution is publicly advertised, and the methods of advertising used



Verify that the Federal Civil Rights nondiscrimination statement is on all TEFAP literature and websites





Track large cost item purchases with full or partial TEFAP grant funds 2

Include the item purchased, date, location, and cost

3

Keep grant fiscal receipts, ensuring grant expended for allowable uses



Site Review Records





Conduct a site review of 50% of distribution sites each year and keep review form and follow-up records



All sites must be reviewed every two years



Form F-1764 Distribution Site Review is used for all types of distribution sites. Complete all lines and include observations



Insurance Requirements



Insurance is a requirement to cover USDA food losses.



Verify distribution site insurance if ERA is not covering insurance for the site.



ERAs may choose to have insurance to cover USDA food while it is in their possession and at the distribution site.



ERA must verify insurance is in place each year.



Inventory Records



USDA foods need to be kept in inventory until distributed to client distribution site.



Monthly inventory records must be kept.



Additional information included in "Ordering and Inventory" training module.



Service Statistics



Are entered monthly in Salesforce.



ERA may complete for the distribution site each month, or the distribution site may be given access to enter the data.



The data required to be entered is the number of households and the number of individuals served.



Meeting Record Retention

DHS TEFAP and CSFP meetings occur every other month.

- ERAs and food banks that contract with ERAs are invited.
- Review new and changing information.
- Share information.
- Gather input from ERA partners.





ERA Review: TEFAP Records to Maintain

Maintain Site Agreement.

Ensure grant spent only as allowed and keep all receipts.

Keep ERA Civil Rights training records.

Keep monthly inventory records.

Keep record of the verification of 501(c)(3) nonprofit status.



ERA Review: TEFAP Records to Maintain

Maintain
Distribution Site review records.

Keep current in SalesForce Distribution Site information.

Maintain pest control records.

Keep bills of lading and sales orders.

Keep food storage records if applies.

Record Keeping Considerations

At TEFAP Distribution Sites





ERAs sign yearly site agreements with all TEFAP distribution sites.



Agreement outlines responsibilities of distribution sites.



Distribution site should keep a copy of this agreement.



Site Agreement Example

Wisconsin TEFAP Distribution Partnership Agreement FFY 24 Per 7 CFR 251.2(d)(1)

7 CFR 251.2(d)(1) Agreements between the Wisconsin DHS and Eligible Recipient Agencies (ERA), and agreements between ERA's and Food Distribution Outlets (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, 2023, or on the date signed by both parties, whichever comes last, and in absence of prior notification of termination, shall terminate on September 30, 2024.

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 and equipment purchased with TEFAP funds must be immediately surrendered to the ERA.

<u>Duties of the Outlet</u>: The Outlet agrees to the responsibilities and requirements referenced in the TEFAP Manual, incorporated into this agreement be reference. Comply with any program requirements issued by USDA or DHS that occur after signing agreement.

Not for Profit Status 501(c) (2): The Outlet certifies that it is a public, private, or a non--profit organization. The 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.

Access to Records and Facilities: The 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 Outlet agrees that representatives of USDA, DHS and ERA may have access to all program record, may observe food distribution, may conduct monitoring of outlets and may conduct reviews of storage facilities and food products in storage. Visits may be conducted at any reasonable time during normal Outlet hours.

Nondiscrimination: The Food Outlet hereby agrees that it will comply with all state and federal regulations as outlined in Federal, USDA Civil Rights and Non-Discrimination statement and Wiscosini's discrimination requirements. 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, keeping records as required.

Receipt of USDA Allocated Commodities: All USDA allocated commodities are the property of the USDA. Food and Nutrition Services 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. Wisconsin DHS works directly with FNS USDA provide allocated food products to ERA's. The food outlet agrees to accept allocated product according to ERA calculated amounts and delivery guidelines. The Food Outlet shall release USDA WDHS and the ERA from any lability for losses, damages, illnesses, or riquies resulting from distribution of food product.

<u>Repackaging:</u> There will be NO repackaging of allocated USDA food products at the Food Outlet or off premises with the exception of bagging bulk fresh produce.

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 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, ect.. or attendance of same as a requisite for receipt of any food products. Storage Facilities and Distribution Sites: 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 leopardize 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 and temperature logs are required. Storage is to be rodent and insect free. Losses of USDA donated food must be Immediately reported to the ERA. ERA will carry liability insurance and may be required to replace any loss of USDA foods. ERA may require Outlets to also carry liability insurance. Distribution of Commodities: Outlets are open to the public with hours of operation clearly posted. Outlets that are currently not designated as "closed shelters" must offer food to eligible recipients on a first come, first serve bases at a minimum of every 30 days without appointment. Appointments can be used but not required. Required Signage: Outlet agrees to post in an area where participants can see; the "And Justice for All" poster, TEFAP income eligibility guidelines and if a religious organization or outlet is hosted by a religious facility the "Notice of Beneficiary Rights for Persons Receiving Food from Religious Organization* with alternate providers listed if there are any. Public Outreach: The Outlet agrees it will publicize withing its service area (county) the operational hours the outlet is open to alert potential participants of the availability of TEFAP food products. Methods may include but are not limited to newspapers, posters, websites. The Outlet agrees to keep ERA current of Its regularly schedules hours of operation. Income Eligibility: Outlet agrees to adhere to Wisconsin Income Guidelines issued yearly by WDHS. Outlets will distribute allocated foods to all income eligible households; program participation is determined by self-attestation of income. Food outlets may ask for name, address, household size and income level, no other information is to be collected, copied or stored. The DHS TEFAP eligibility form can be used or electronic systems with the same information. Complaints and investigations: The ERA and the Outlet agree to cooperate fully with WDHS in the investigation of all complaints received. The ERA and the Outlet shall report promptly, first by phone and then in writing to the ERA. The ERA will report to WDHS detailing all corrective measures taken and involve DHS if needed. ERA Name: Primary Contact Name, email and phone: Food Outlet Name Outlet is a Pantry Meal Site Shelter Address Distribution Address Primary Contact Name, email, and phone: PRINT name of ERA's Authorized Representative (Signature) (Date) PRINT name of Outlet's Authorized Representative /Date



TEFAP Eligibility Application Forms (paper or electronic)

- Must be kept confidential, (locked room or cabinet, password protected electronic records).
- No data sharing.
- Electronic records may not be aggregated or shared with another location.
- No additional information may be collected without prior approval.





Client Service Statistics

Household and individuals served numbers required to be collected

Uploaded monthly into Salesforce by ERA of distribution site





Civil Rights Yearly Training Records

- All staff that interact with TEFAP clients need to be trained upon hire, and then yearly on Civil Rights.
- DHS has training you can use. See the <u>DHS website and the Civil</u> <u>Rights Training Module.</u>
- Keep training records for all Civil Rights training.



Inventory and Delivery Record Retention

Inventory and Delivery Records

Bills of lading, sales orders, inventory records

If ERA doesn't have loss insurance for Distribution Site, then Site must have insurance for cost of food.



Food Storage Records



 Food temperature logs of refrigeration, freezers and ambient storage

 Pest control or other logs as needed



Record Keeping

Keep

Keep current Federal Fiscal Year (FFY) records on-site.

Keep

Keep records for three years beyond current year; may be stored securely off-site.

Maintain

Maintain records in a secure location that ensures confidentiality.



Review: TEFAP Records to Maintain

Maintain Site Agreement.

Keep ERA Civil Rights training records.

Keep monthly inventory records.

Keep record of the verification of 501(c)(3) nonprofit status.



Review: TEFAP Records to Maintain

Keep Eligibility
Application
forms—paper or
electronic format.

Maintain pest control records, if applicable.

Keep bills of lading and sales orders.

Keep food storage records.



Participate in an optional knowledge check





Thank you for your commitment and service to your community!

This information has been provided by the Wisconsin Department of Health Services.

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2023 version