

**The Emergency Food Assistance Program (TEFAP) Scope of Work** required of Eligible Recipient Agency (ERA) Grantees, October 1, 2023 through September 30, 2024

This document is an attachment to the Department of Health Services (DHS) grant agreement with each ERA grantee that receives funds to administer the program in one or more Wisconsin counties during Federal Fiscal Year 2024. It describes the requirements specific to grantees in this program.

Acting on behalf of the Division of Public Health as an ERA, and in that role, providing technical assistance and support for local TEFAP distribution outlets (food pantries, soup kitchens and shelters), shall store and distribute commodities to food distribution outlets in their designated service area, the Grantee will adhere to all below:

1. Provide services consistent with the purposes and conditions of TEFAP as described in 7 CFR Parts 250 & 251 of the Federal Register, and any other related USDA policy under the GRANTEE which it receives funding; Follow requirements in this contract; in the *Wisconsin TEFAP Outlet Operator's Manual*; in its Site Agreements with its outlets; in the EFO manual; in memos, emails and instructions relayed by FNS/USDA and DHS; and all federal and state guidelines, policies and instructions governing TEFAP and incorporated in this Agreement by reference; and instruction from WISCAP and the Wisconsin Department of Public Instruction (DPI);
2. Grantee agrees to receive and distribute USDA commodities as designated by DHS for distribution within the Grantee's service area pursuant to Grantees approved budget. Grantee agrees to continue to accept and distribute all commodities provided by DHS and USDA without reimbursement if Grantee has claimed and received the total amount of this Grant Agreement prior to the end of each fiscal year or the termination of this agreement. DHS agrees to provide additional funding as deemed appropriate, pursuant to federal law and regulation, if additional funding becomes available during the term of this agreement.
3. If TEFAP commodities are stored, for each location, the grantee agrees to maintain insurance in an amount no less than the value of the average quantity of USDA foods in storage over the previous twelve months.
4. In the event of loss caused by theft of or damage to commodities, as a consequence of Grantee's negligence or the negligence of its subcontractors, grantee shall report the loss to the TEFAP Coordinator and the grantee shall replace the commodities with product equivalent to the lost damaged product, as approved and instructed by DHS and/or the USDA.

5. Grantee agrees to notify DHS and withhold from distribution any commodities which are observed to be unfit for consumption or which are deemed unfit for distribution by DHS, USDA or federal, state or local health officials. Such products may not be destroyed without the consent of DHS.
6. Allow USDA and DHS to access program records, storage areas and distribution sites/events without prior notice.
7. Secure a signed Site Agreement from each TEFAP outlet *for each distribution function performed* (e.g. a separate agreement to distribute USDA commodities from a food pantry, soup kitchen, and/or residential shelter) and ensure that each participating outlet adheres to Agreement provisions, including but not limited to the policies and practices described in the *Wisconsin TEFAP Outlet Operator's Manual* and instructions on the TEFAP Application Form used to enroll participants.
8. Grantee will conduct in person reviews of distribution outlets to which it provides funding or commodities under this agreement in accordance with the current TEFAP State Plan and TEFAP Manual. Reviewing at least 50% of distribution outlets each year and reviewing all distribution outlet at least every 2 years. Completed review forms/documentation should be maintained for a minimum of three years. Provide appropriate and timely action in response to identified compliance concerns at local outlets; documentation of checking this information must be kept and available for review.
9. Grantee will check the 501c3 status of each outlet to ensure it is in good standing. Grantees are responsible for contacting their local 2-1-1 with change in hours, locations or closures of pantries.
10. Grantee shall have an application form to provide parties wishing to join as a TEFAP distribution outlet. Grantee shall consult with DHS before approving a submitted application from a potential outlet.
11. 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, religion, prior civil rights complaint to USDA or disability, be excluded from participation in, be denied, delayed or deferred benefits of the program to which all others are entitled, 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 provide written notice to DHS if the

GRANTEE or any of its TEFAP outlets receive notice of or file a civil rights complaint. ERA or distribution site will keep Civil Rights Training Record for review.

12. DHS requires Civil Rights Assurance. GRANTEE will complete and email to TEFAP Coordinator and [dhscontractcompliance@dhs.wisconsin.gov](mailto:dhscontractcompliance@dhs.wisconsin.gov) . Instruction P-000164 . The current period is January 1, 2022-December 31, 2025. **You only have to submit once** during your first contract year of this cycle or the first year of your contract if you are a new grantee.
  - a) Civil Rights Compliance Form Letter of Assurance - signed by authorized representative. F-00165 Signature Page
  - b) Appendix A-1 – Providing contact information for the authorized representative, equal opportunity coordinator and LEP coordinator for the recipient. \* F-00165 A-1 Contact info sheet
  - c) Appendix A-2 identifies the funding relationship between the recipient and the State Agency\* F-00165 A-2 funding relationship
  - d) Appendix A-3 is a checklist that identifies the specific programs operated by the recipient. \*These documents can be found on the TEFAP share point site or by contacting your TEFAP coordinator. F-00165 A-3 funded programs
13. As required in 2 CFR Chapter I, Chapter II, Part 200, et al. [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule], the GRANTEE must notify DHS in writing of Significant Developments (events that may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. Significant Developments include, but are not limited to audit findings, changes in personnel, locations or contact information, problems, delays or adverse conditions.) *In such cases, the GRANTEE must inform the DHS as soon as the changes become known. GRANTEEs must notify the DHS contract administrator before deleting or adding a distribution site;*
14. Maintain TEFAP records for three federal fiscal years, plus the current federal fiscal year.
15. Submit invoices to DHS by the 15<sup>th</sup> day of each month outlining itemized real and actual costs to the DHS CARS/GEARS email and copying by email the DPH TEFAP Coordinator ([carol.johnson@dhs.wisconsin.gov](mailto:carol.johnson@dhs.wisconsin.gov)). Tribal health departments will report on CARS profile 65590.

