



The Emergency
Food Assistance Program
Agricultural Resource Development
State Distribution Plan
2025

Introduction

The Maine Department of Agriculture, Conservation & Forestry has been the designated agency for distributing federal donated commodities through the Emergency Food Assistance Program (TEFAP) since the fall of 1991. The Maine Department of Agriculture, Conservation & Forestry provides for the equitable distribution of these important resources within the philosophic framework stated below. In the summer of 1995, the Department adopted its Vision Statement: "To be an extraordinary resource for Maine agriculture and the people of Maine".

In addition to our Vision Statement, the Department adopted the following Mission Statement:

"To expand Maine's agricultural base by making Maine a leader in innovative approaches to profitability;

To create opportunities for Maine citizens to succeed in agriculture;

To ensure a safe, wholesome, and high-quality food supply;

To educate the public about the importance of Maine agriculture;

To promote stewardship of Maine's natural resources;

To protect the integrity of commercial and consumer transactions; and

To foster a work environment that encourages teamwork, trust, creativity, and professional development".

The Emergency Food Assistance Program adheres to DACF's Vision and Mission statements and believes that its activities should go beyond alleviating hunger and seek to end hunger in Maine. The Department looks forward to when all of Maine's people will have adequate nutrition to enable them to grow, work, prosper, and meet the demands of an active life.

The efforts of the Department to ensure Maine's food supply is pure, wholesome, and unadulterated will, to no degree, be lowered for those seeking food assistance. Further, the program's philosophy is that people should obtain their food through normal market channels to the greatest extent possible. The Emergency Food Assistance Program aims to give Mainers seeking food assistance equal access to food through normal market channels. This in no way would diminish the efforts of people to participate in cooperative purchasing efforts or to participate in activities such as growing food, hunting, fishing, preserving food, gleaning, etc., that lead to self-reliance and nutritional independence.

Although the Department recognizes the immense value of voluntary feeding programs and their role in Maine's efforts to end hunger, it looks forward to the day when all citizens are nutritionally independent. Finally, The Emergency Food Assistance Program believes that, to the greatest extent possible, the goal of food assistance should be to help people become more independent and nutritionally self-reliant.

Section I. Designation of State Agency

The state agency responsible for the distribution of commodities and administrative funds of The Emergency Food Assistance Program shall be:

The Emergency Food Assistance Program
Maine Department of Agriculture, Conservation & Forestry
Agricultural Resource Development
State House Station 28
Augusta, ME 04333-0028

Section II. Plan of Operation

The Emergency Food Assistance Program contracts with Good Shepherd Food Bank (GSFB) for warehousing, deliveries, and field representative services. Other regional Hunger Relief Organizations are contracted to distribute donated USDA Foods to Eligible Recipient Agencies (ERA) covering all the counties in Maine. At least sixty percent of the administrative funds from the federal grant are passed through to the Contracting Agencies to meet various administrative costs. TEFAP foods received are allocated to the agencies according to needs of individual pantries based primarily on households served. We also factor in the unemployment rate and the number of people below the poverty line in their catchment/regional area. Each agency receives USDA Foods for distribution on a frequency (typically monthly) determined by GSFB and approved by the TEFAP Director and dependent on Recipient Agency capacity; or as needed depending on the supplies on hand.

Section III. Standards of Eligibility for Recipient Agencies

Recipient Agencies can receive USDA commodities if they have a completed and approved Recipient Agency Agreement on file with the State and/or Good Shepherd Food Bank. The TEFAP program currently prioritizes service to the “frontline” emergency feeding organizations that directly supply USDA Foods to low-income households with an emphasis on services to the unhoused, prioritized as 1) food pantries, 2) soup kitchens or congregate meal sites, and 3) homeless shelters. The TEFAP Director also has the option to open USDA Foods to “Tier 2” agencies based on a temporary surplus of certain foods. Tier 2 agencies could include group homes, youth programs, camps for low-income youth, domestic abuse shelters, or those targeting specific demographics, etc.

Section IV. Standards of Eligibility for Households, Individuals and Soup Kitchens

Families and individuals seeking food assistance through soup kitchens are not required to meet any form of income eligibility to receive assistance. The presence of an individual or family at a soup kitchen will be considered a “self-evident” need. Food pantries and food banks will make every effort to provide services to those households and individuals considered most at risk of hunger.

Maine employs a three-pronged eligibility determination system. One approach is to use income-based criteria as outlined below. The second approach that is allowed is to base food assistance on a “self-declared” need of persons or families that do not meet income guidelines, but do not currently have food or money to purchase suitable food. Persons who qualify for food assistance via income-based criteria but who are not experiencing hunger or a danger of hunger (do not have need) would not be eligible for food assistance, i.e. an individual living in a group home that assumes responsibility for meal preparation would not be eligible for food assistance unless they were income eligible.

Our third approach is to establish eligibility for any of the following programs, paired with a self-declared or documented need, will be considered to pass eligibility criteria for Food Assistance for home consumption by programs that have a Recipient Agency Agreement with the Department or GSFB:

- A. Low-Income Home Energy Assistance Program (LIHEAP)
- B. Low-Cost Drugs for the Elderly or Disabled (DEL)
- C. Temporary Assistance to Needy Families (TANF)
- D. SNAP/Food Stamps
- E. Medicaid
- F. Supplemental Security Income (SSI)
- G. Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)

Any person or household that is not receiving benefits or services through any of the above-mentioned programs may self-declare their income which must be less than or equal to 300 % of the Federal Poverty Guidelines. Participants can self-declare need by filling out a form and checking an applicable box showing eligibility. We do not require signatures on the form but require a form to be filled out to track household information and their basis for eligibility. Households are assumed to be eligible for future distributions for one year from their signup and must report changes in eligibility information immediately to ERAs.

Section V. Program Monitoring and Other Clarifications

The State of Maine will remain the unified, independent, objective review authority overseeing recipient agencies. The monitoring will include inspections of at least 25% of the Recipient Agencies (RAs) per year, which are not Good Shepherd Food Bank members. The state will maintain its limited schedule of onsite monitoring visits and will review any RAs that warrant further investigation. Fiscal monitoring of the Department's subcontractors (Good Shepherd Food Bank, Wayside Food Programs, Catholic Charities-Aroostook, etc.) will occur at least once during the grant period. RAs actively monitored by subcontractors will be additionally monitored by DACF staff at a rate of at least 20 agencies per year.

For privacy concerns, Maine TEFAP will no longer track household addresses. DACF and all TEFAP ERAs must restrict the use and disclosure of confidential applicant or participant information to persons directly connected with the administration or enforcement of TEFAP. Confidential information may be shared with other health and welfare programs for use in determining eligibility in those programs or for program outreach only with the participant's consent. If DACF wants to use confidential information for those purposes, DACF will need to sign agreements with those receiving the information to ensure that the information is only used for specified purposes and will not be shared further. DACF and all TEFAP ERAs will protect the confidentiality of any person making allegations or complaints against another individual participating in or administering TEFAP, except as necessary to conduct an investigation, hearing, or judicial proceeding.

DACF has granted GSFb and its partners the use of electronic TEFAP applications via Service Insights on Meal Connect (SIMC). GSFb and Feeding America have assessed the software and agree that the program is a helpful option for many ERAs and that the TEFAP participants' information is kept secure.

Section VI. Rates for Distributing Commodities to Households

The rate at which commodities are distributed to households will depend on the household size and the availability of USDA Foods and other foods available within the pantry. The pantry-level goal is to establish a system that provides equitable distribution of USDA commodities and other available foods. Any system for distribution that differentiates between clients based on religion, method of determining eligibility, ability to make a donation or any arbitrary criteria is prohibited and may cause a feeding program to lose Eligible Recipient Agency status. Most food providers generally supply enough for 3-6 days of food for each household member. The proportion of USDA Foods in the mix depends on the relative availability of USDA and non-USDA commodities, but typically, USDA commodities have historically amounted to approximately 10 percent of the total food provided as food assistance. In 2024 it was closer to 18%.

Section VII. Disaster or Emergency Situation Eligibility for TEFAP Assistance

In emergency situations, man-made or natural, DACF/ME TEFAP can elect to increase the income threshold requirements to qualify a household for TEFAP assistance. Should the DACF/TEFAP determine to enact this option, written notification will be provided to ERAs. This would allow additional households to qualify for TEFAP assistance and begin receiving USDA Foods in the case of an emergency through participating ERAs. Households would still be required to self-declare that they meet the income requirements and live in Maine. No length of residence is required; recipients would not be required to prove residence or income.

In emergency situations, DACF can authorize vendors and ERAs to use pre-packed units of food to distribute to participants through regular distribution means or tailgate distribution models.

Appendix 1

**THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)
ELIGIBILITY FORM TO TAKE FOOD HOME**

Name: _____ Number of people in Household: _____

This table shows gross income for each family size. If your household income is at or below the income listed for the number of people in your household, you are eligible to receive food. Proof of income is not required unless requested.

State of Maine TEFAP Income Guidelines

Last updated February 14, 2025. Figures represent 300% of Maine Poverty Guidelines

Household Size	Annual	Month	Week
1	\$49,950	\$3,912.50	\$903
2	\$63,450	\$5,287.50	\$1,220
3	\$79,950	\$6,662.50	\$1,538
4	\$96,450	\$8,037.50	\$1,855
5	\$112,950	\$9,412.50	\$2,172
6	\$129,450	\$10,787.50	\$2,489
7	\$145,950	\$12,162.50	\$2,807
8	\$162,450	\$13,537.50	\$3,124
For Each Additional Add	+\$16,500	+\$1,375	+\$317

If your household income is at or below the respective threshold for your household size, please mark this box:

You also may be eligible to receive food from TEFAP if your income is greater than the amount in the above table and if you cannot meet your household's nutritional needs due to an emergency. If so, please mark this box:

If you cannot mark an above box, you may also be eligible to receive food from TEFAP if participating in one of the below programs. If you participate in one of these programs, please mark the box left of it.

- Low Income Home Energy Assistance Program (LIHEAP)
- Temporary Assistance for Needy Families (TANF)
- Supplemental Security Income (SSI)
- Medicaid
- Low Cost Drugs for the Elderly or Disabled (DEL)
- Supplemental Nutrition Assistance Program (SNAP, formerly food stamps)
- Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)

Maine does not require proof of participation in an above program to be eligible for TEFAP. However, proof must be provided if requested. Signatures are no longer required. **Please read the following statement carefully:**

I certify that my household gross income is at or below the income listed on this form for the amount corresponding to the number of people in my household, I am experiencing an emergency, or that I have established eligibility from participating in a program indicated above. This certification is being submitted in connection with the receipt of Federal assistance. Program officials may verify what I have certified to be true. I understand that making a false certification may result in having to pay the State agency for the monetary value of the food improperly issued to me and may subject me to civil or criminal prosecution.

If you meet the requirements to mark any of the above boxes on this form and agree with these statements, you are eligible to receive TEFAP in Maine. There is no need to mark more than one box if multiple are applicable.

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

This institution is an equal opportunity provider.

Appendix 2



**THE EMERGENCY FOOD ASSISTANCE PROGRAM
(TEFAP) RECIPIENT AGENCY AGREEMENT**

Recipient Agency (Feeding Program): _____
Mailing Address: _____
Physical Address: _____
Contact Person: _____ Telephone Number: _____
Email Address: _____
Days and Hours of Operation: _____
Sponsoring Organization (If Any): _____
Address: _____
Contact Person: _____ Telephone: _____
Federal EIN (Not State Tax Number): _____

The Recipient Agency above is a qualified organization under the definition of eCFR Title 7 § 250.2 means agencies or organizations that receive donated foods for distribution to eligible persons or for use in meals provided to eligible persons, in accordance with agreements with a distributing or sub-distributing agency, or with another recipient agency. The Recipient Agency hereby makes application to receive and distribute foods donated by the United States Department of Agriculture through The Emergency Food Assistance Program (TEFAP). This agreement, when fully authorized by all parties and entered into, allows the Recipient Agency to receive donations of TEFAP food, as available, from the United States Department of Agriculture and other sources, and to receive coordination and services from department subcontractors.

The Recipient Agency is organized as a: (Check all that apply for boxes 1-3. If two or more are checked, indicate the primary purpose. If box 4 "Tier 2" designation is checked, then boxes 1, 2, & 3 must remain unchecked. (See 'Glossary' below for help with terms & acronyms))

1. Food Pantry – (EFO) referring to a public and charitable institution that provides food and other products to be prepared or consumed in the homes of those accessing the charitable food system on a regular basis as an integral part of its normal activities. Such programs may also be referred to as food banks or food cupboards.
2. Soup Kitchens- (EFO) refers to a public and charitable institution that maintains an established feeding program that provides congregate feeding for participants of the charitable food systems without housing or others on a regular basis as an integral part of its normal activity. Food products are prepared on-site and may be served both on-site or delivered.
3. Temporary Shelter- (EFO) refers to a charitable institution that provides shelter for homeless families or individuals, physically abused people, or runaway/troubled children. These programs may provide congregate meals on the premises or provide a supply of food

and/or other supplies to assist those accessing the charitable food system in reestablishing a homestead.

4. Tier 2 (non-EFO)- these institutions provide food, but feeding is not the institution's primary mission. Agencies under the Tier 2 designation have a less frequent need for receiving TEFAP product. By not being classified as an EFO, these institutions are not part of the standard allocation model's process. They still have access to supplementary TEFAP shipments, especially perishables. Examples of Tier 2 agencies are after-school programs, rehabilitation centers, or any agency catering to a specific target group.

This agreement shall be effective for 4 years from the date of signing by an appropriate GSFB official. A new agreement will be required if the Recipient Agency significantly alters the organizational structure or the primary purpose of its operations. All signing parties acknowledge this is a federal program, and changes to state or federal regulations, or state plans authorizing TEFAP may occur during the contract period. If this happens, the Distributing Agency may issue memos for clarification, or to reflect updates to what has been described in this contract. If the memo conflicts with this agreement, the recipient agency (and/or sponsoring agency if applicable) will follow the memo's guidance.

The Sponsoring Organization is responsible for notifying the Distributing Agency (Good Shepherd Food Bank) and the coordinating Recipient Agency in writing of any major changes that require a new agreement.

The Recipient Agency will notify GSFB of change to the distribution site or sites, change of the contact person or the telephone number of the contact person, or change in hours and days of operation. The level of change does not necessarily require a new agreement.

Note: The department considers the sponsoring organization to be the primary guarantor of the terms and conditions of this agreement. Any serious breach of the terms or conditions of this agreement will be immediately brought to the attention of the sponsoring organization, and any remediation of such breach will be negotiated with the sponsoring organization. Failure of the sponsoring organization to comply with this agreement may lead to the immediate revocation of the agreement.

The Recipient Agency operates a privately organized, nonprofit, tax-exempt voluntary feeding program and agrees to operate in accordance with the following terms and conditions:

1. The priority for the distribution of TEFAP foods available through TEFAP will be to meet the nutritional needs of families and individuals without housing. Other families and individuals in need may also be served after the needs of families and individuals without housing are met.
2. The Recipient Agency agrees charitable food network participants are entitled to food received through a local voluntary feeding program that is healthy and fit for human consumption. The Recipient Agency agrees to take all steps necessary to assure that federally donated foods and other edible foods distributed through TEFAP or its contractors are pure, wholesome, and unadulterated. Further, the Recipient Agency agrees to participate in any food safety alert or recall that may occur to protect the health and safety of participants.

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3. The Recipient Agency is welcome to participate in other services across the state that benefit charitable food network participants in Maine. We encourage this community's participation to build a network that serves Mainers in need.
4. The Recipient Agency agrees to prominently post two signs at their locations of food distribution in a public area for all charitable food network participants to see:
 1. A statement of Rights of Food Assistance Recipients (Appendix A).
 2. The "And Justice For All" poster.For outdoor or mobile distributions, we recommend using clear tape or laminating the poster and attaching it to a floor-standing sign or poster holder.
5. The Recipient Agency agrees to distribute TEFAP foods to families and individuals that meet the TEFAP eligibility criteria. Such criteria include: federally established income-based guidelines (updated annually) or participation in an approved means-tested government program (see TEFAP Financial Guidelines DOCX's check boxes).
 - Families and individuals that are hungry or at-risk of hunger may be served regardless of income during the duration of the occurrence or the risk of hunger.
 - No income eligibility guidelines are established for soup kitchens; rather attendance at a kitchen is considered self-evident need (prima facie).
 - No additional guidelines are imposed on temporary shelters.
 - The Recipient Agency agrees that any information solicited from families or individuals seeking food assistance will be maintained in strict confidentiality.
6. The Recipient Agency agrees to provide food assistance to charitable food network participants at NO CHARGE to the participant. Recipient Agencies cannot require a specific charge, whether defined as a "donation", a "shared maintenance fee/agreement", or any other term, in exchange for TEFAP foods. Recipient Agencies may still accept monetary donations or voluntary service from recipients but cannot require it in exchange for TEFAP food. A donation box/jar is acceptable so long as it follows IRS Code: "placed in an anonymous, inconspicuous location".
7. The Recipient Agency agrees to provide food assistance to charitable food network participants in a manner that is polite, civil, and respectful to the recipient.
8. The Recipient Agency agrees that no one seeking food assistance will be required to attend or participate in any religious activity as a condition of getting assistance. This is not intended to be interpreted to restrict the offering of a blessing prior to a meal at a congregate feeding organization. Religious materials and activities (such as worship, proselytization, and/or religious instructions) must be separated from food distribution in time or location. Recipients may not be required to attend a religious or political meeting or to make a statement of faith, nonfaith, or pledge membership, or to attend any religious or political meeting before, during, after, or in exchange for assistance; doing so would violate this agreement.
9. The Recipient Agency agrees to request and accept TEFAP foods only in such quantities as can be utilized in a timely fashion. USDA requires their shelf-stable TEFAP foods to have at least 30 days remaining on the best if used by date to be distributed to end users. This agreement bears no restriction on non-USDA/non-TEFAP food distributions. If the Recipient

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Agency receives product with less than 30 days remaining on a "best of use by" date, please contact GSFb immediately.

10. The Recipient Agency agrees that the TEFAP foods received under this agreement will be used solely for the benefit of the charitable food network participants families and individuals qualified for food assistance. TEFAP foods will not be otherwise disposed of without prior permission from either GSFb or DACF. Under no circumstances will TEFAP foods be sold or traded. These restrictions also apply to foods received from the Maine Hunters for the Hungry program.
11. The Recipient Agency agrees that in the case of a soup kitchen, TEFAP foods will be served in a common dining room, wherever possible, and there will be no distinction or segregation between paying and nonpaying persons in the type of meals served and the manner of serving.
12. The Recipient Agency agrees to maintain a facility that is safe, suitable, and physically accessible. If a facility is not physically accessible, the Recipient Agency may develop a plan for approval by the DACF & GSFb for an alternate method of distribution that will satisfy the needs of physically challenged patrons.
13. The Recipient Agency accepts responsibility to maintain records pertaining to the receipt and use of TEFAP foods for a period of three completed fiscal* years (starting October 1st). At a minimum, these records will contain the following:
 - a) A record of all TEFAP foods received including the date and quantity.
 - b) An inventory record of donated TEFAP foods on hand at the end of each month.
 - c) A count of the individuals served each month by their program for home consumption. The eligibility category must be tracked per household. This is done most easily by using the TEFAP Financial Guidelines DOCX.
14. The Recipient Agency agrees that DACF, GSFb, and USDA are authorized to inspect and audit such records and books at any reasonable time and place to ensure compliance with conditions herein. If complaints arise, DACF, GSFb, & USDA officials are authorized to monitor Recipient Agency announced or unannounced.
15. The Recipient Agency agrees that DACF, GSFb, and USDA may visit a location where donated TEFAP foods are distributed, served, or other locations where food is stored, to assure compliance with conditions herein, and may take pictures or record video of the condition, so long as they do not infringe on the privacy rights of the patrons.
16. The Agency must have a system for securing TEFAP foods received and adequate refrigeration/freezer space and dry storage in a nonresidential location to ensure the safety and wholesomeness of donated products until used and/or distributed.
17. Either party may terminate this agreement by giving thirty (30) days' notice in writing to the other party. DACF or GSFb may cancel this agreement immediately upon receipt of evidence that the terms and conditions of this agreement have been violated. Subject to notice of the termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of DACF or GSFb, either (a) to distribute all remaining inventories of TEFAP foods in accordance with the provisions of this agreement, or (b) to return such inventories

to DACF or GSFb, and to transmit such reports as required by TEFAP regulations to record the final disposition of such inventories.

- Except that any termination of this agreement for noncompliance with the Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

18. No person shall be denied participation in this program based on race, color, national origin, age, sex (including gender identity or sexual orientation), handicap, or otherwise be subject to discrimination. The full Non-Discrimination Statement must be made available to all individuals/households applying for food assistance. Translated materials must be provided when requested. Please reach out to GSFb and/or DACF for assistance.
19. Civil Rights Training must be completed annually by all staff and volunteers interacting with individuals seeking food assistance. Any person making eligibility determinations (intake) must both **read** the Annual Civil Rights Training PDF and **complete** the Civil Rights Quiz, both on the TEFAP Partners website. Temporary volunteers not making eligibility determinations are permitted to read and sign the short training for non-intake volunteers (one page). It is the responsibility of the Recipient Agency to track civil rights training completion dates of their staff and volunteers and whether it was the short or full version of the training.
20. Loss or Damage to TEFAP foods:
 - a) Loss or damage of TEFAP products from any cause whatsoever must be **immediately** reported to GSFb.
 - b) Recipient Agencies must provide adequate facilities for the proper care, handling, storage, and distribution of TEFAP foods requested and accepted. Full restitution shall be made to DACF for any loss or damage to foods resulting from failure to provide such facilities or from any act of negligence on the part of the Recipient Agency.
 - c) If a warehouse worker, carrier or other person loses or damages TEFAP foods, the Recipient Agency shall take all necessary action to obtain restitution. The first step must be immediate notification to GSFb or DACF. Any restitution collected must be reported to TEFAP and used only in accordance with instructions from DACF.
 - d) If any federal, state, or local health officers or other competent persons find that any TEFAP foods held by the Recipient Agency are damaged or out of condition and are determined to be unfit for human consumption, the Recipient Agency must contact TEFAP for instructions for how to dispose of the products.

The Recipient Agency agrees to abide by any further requirements contained in the General Regulations and Policies issued by the United States Department of Agriculture (Code of Federal Regulations [Title 7 Parts 250](#) and [251](#)) or any amendments thereto. Any breach of the terms of this agreement by the Recipient Agency may result in the loss of future donations of TEFAP foods.

On Behalf of the Recipient Agency

On Behalf of the Sponsoring Agency (if applicable)

On Behalf of the Distributing Agency (GSFB)

Printed Name

Printed Name

Printed Name

Signature

Signature

Signature

Title

Title

Title

Date

Date

Date

Appendix A
Rights of Families and Individuals Seeking Food Assistance in Maine

1. Federal rules related to the Hunger Prevention Act for Homeless and Needy Persons require that certain families and individuals seeking food assistance be qualified to receive such assistance. In part the information required to qualify families and individuals for assistance is a determination that the gross family income is at or below 185 percent of the federal poverty guidelines established by Congress. When seeking food assistance, you may be asked certain questions about family income, or you may be asked to provide documents related to your qualification to receive food assistance. Any information you provide will be kept confidential. Individuals and families that cannot meet the nutritional needs of their household may be served regardless of income for emergency purposes. No guidelines are established for soup kitchens, attendance at a soup kitchen is considered self-evident need (prima facie). No additional guidelines are imposed upon temporary shelters.
2. Needy and hungry families and individuals seeking food assistance should expect that USDA Foods/commodities and other edible foods distributed through local voluntary feeding programs are healthy and fit for human consumption. Food provided should be pure, wholesome, and unadulterated.
3. No one seeking food assistance may be required to pay for the food they receive. No food assistance program may require a specific cost, whether defined as a "donation", a "shared maintenance fee", or other term. This agreement will in no way limit the ability of the recipients to freely offer monetary donations or voluntary service to the Recipient Agency, but receipt of assistance cannot be contingent on the giving of monetary donations or voluntary service. A donation box/jar is acceptable as long as it follows IRS Code: "placed in an anonymous, inconspicuous location".
4. Food assistance recipients will be treated in a manner that is polite, civil, and respectful of the recipient.
5. No one seeking food assistance will be required to attend or participate in any religious activity as a condition of getting assistance. This shall not be interpreted to restrict the offering of a blessing prior to a meal at a congregate feeding organization. A person not wishing to participate in the offered blessing may abstain or temporarily leave the setting. Any responsible person who attempts to cause anyone to participate in a religious service, who in any way harasses another for not participating in a religious service, or anyone who differentiates the kind of food served or the place of the congregate meal of one who refuses or declines to participate in the offered blessing or a religious service will violate this Agreement and may violate federal or state laws.
6. Food assistance will be provided in a facility that is safe, suitable and free of architectural barriers. If a facility is not free of architectural barriers, the Recipient Agency may develop a plan for approval by the department of an alternate method of distribution that will satisfy the needs of physically challenged patrons.
7. No person shall be denied participation in this program based on race, color, national origin, age, sex, sexual orientation, handicap, or otherwise be subject to discrimination.

Anyone who believes that these rights have been violated should contact:

The Emergency Food Assistance Program
Maine Department of Agriculture, Conservation & Forestry
28 State House Station, Augusta, ME 04333-0028
Telephone: 207-287-7513

Glossary

DACF: State of Maine Executive Branch, The Department of Agriculture, Conservation & Forestry. TEFAP in Maine is administered by DACF under the guidance and funding of USDA. Within DACF is the Bureau of Agriculture, Food & Rural Resources of which the Agricultural Resource Development Division houses the Maine TEFAP Office.

Emergency Feeding Organization (EFO): means an eligible recipient agency which provides nutrition assistance to relieve situations of emergency and distress through the provision of food to needy persons, including low-income and unemployed persons. Emergency feeding organizations have priority over other eligible recipient agencies in the distribution of TEFAP commodities pursuant to [§ 251.4\(h\)](#).

GSFB: Good Shepherd Food Bank located in Auburn & Hampden, Maine. DACF contracts with GSFB to receive, store, and distribute all TEFAP foods, as well as monitor Recipient Agencies and manage their TEFAP agreements.

The Emergency Food Assistance Program (TEFAP): A federal, USDA program that helps supplement the diets of low-income Americans by providing them with emergency food assistance at no cost.

TEFAP Foods: 100% American grown foods provided by the USDA.

Recipient Agency: The [charitable institution](#) or feeding program that has a contract with DACF &/or GSFB to receive TEFAP foods and provide food assistance to those accessing the charitable food system for household consumption or congregate feeding.

Sponsoring Organization: The 501(c)(3) organization that is responsible for the food pantry or soup kitchen. The sponsoring organization is responsible to comply with this agreement.

Appendix 3

State Plan Amendment Template for FY 2025 Farm to Food Bank Projects

State Agency: Maine Dept. of Agriculture, Conservation and Forestry

State Agency Point of Contact (POC): Gustav Nelson

POC Email: Gustav.Nelson@maine.gov

POC Phone Number: 207-287-7513

1. Provide a description of the anticipated uses of the Farm to Food Bank Project funds, including how the Project will (1) reduce food waste at the agricultural production, processing, or distribution level through the donation of food; (2) provide food to individuals in need; **and** (3) build relationships between agricultural producers, processors, and distributors and emergency feeding organizations through the donation of food. You must explain how the activity meets the statutory definition of project (i.e., involves the harvesting, processing, packaging, or transportation of unharvested, unprocessed, or unpackaged commodities donated by agricultural producers, processors, or distributors for use by EFOs).

Maine DACF will partner with Healthy Acadia (HA) to create family-size packages of frozen blueberries utilizing donated berries from local Washington and/or Hancock County family farm operations. As part of their Downeast Gleaning Initiative, they will work with farmers to harvest and process berries from fields that would otherwise not be utilized to create a packaged product of fresh frozen berries. Local processor freezer facilities will be used to store the packaged and palletized berries for later distribution to Emergency Food Organizations (EFOs) in the fall and winter of 2022/23. The goal is to provide at least one pound of frozen berry product to each household currently using one of the region's EFOs. Distribution of surplus product above and beyond this minimum will be distributed by Maine DACF TEFAP to other Maine EFOs.

Each year, thousands of acres of blueberries go unharvested due to the low profit margin of selling blueberries to local processors and the lack of robust fresh markets locally, especially in Washington County. HA will work with several local growers who have extra acreage. The HA gleaning coordinator in Washington County has worked with a grower to harvest fresh berries for distribution at local pantries for the last three years. She has extensive knowledge and experience working with growers that will ensure that we can get a highly perishable crop from field to freezer in good time.

Getting fresh berries from field to freezer requires the coordination and careful timing of harvesting, processing and freezer availability. HA will utilize volunteers where possible in this process such as in the harvesting, processing and distribution of the product.

Healthy Acadia has strong ties with all of the region's EFOs. They coordinate quarterly network meetings with EFOs in each county and can ensure rapid and clear communication with EFOs of the availability of the frozen berry product. Since launching HA's Gleaning Initiative in 2013, they have distributed over 300,000 pounds of fresh, local produce to EFOs across Hancock and Washington counties.

2. List all EFOs that will partner with the State agency and describe the role of the EFO(s) in the project. You must list at least one EFO.

Seacoast Mission Food Pantry
6 Weald Bethel Road, Cherryfield, ME 04622

Danforth Food Pantry
52 Depot Street, Danforth, ME 04424

Bar Harbor Food Pantry
36 Mt. Desert St., Bar Harbor, Bar Harbor, ME 04609

Tree of Life Food Pantry
23 South Street, Blue Hill, ME 04614

Bucksport Community Concerns - Food Pantry
31 Elm Street, Bucksport, ME 04472

Island Food Pantry
6 Memorial Lane, Stonington, Deer Isle, ME 04627

Emmaus Center Food Pantry
51 Main Street (Corner of Main & Water), Ellsworth, ME 04605

Loaves & Fishes Food Pantry
119 Bucksport Road, Ellsworth, ME 04605

Life Line Food Pantry
769 South Gouldsboro Road, Gouldsboro, ME 04607

What's for Suppa? Food Pantry

1675 Mariaville Road, Mariaville, ME 04605

H.O.M.E. Co-Op Food Pantry
90 School House Road, Orland, ME 04472

Common Good Soup Kitchen
19 Clark Point Road, Southwest Harbor, ME 04656

Bread of Life
Old Firehouse Swans Island Village, Swan's Island, ME 04685

Lubec Community Food Pantry
44 South Street, Lubec, ME 04652
Machias Food Pantry
9 Center Street, Machias, ME 04654

Passamaquoddy Food Pantry
9 Sakom Rd, Tribal Office Building, Perry, ME 04667

Indian Township Food Pantry
29 U.S. Rt 1, Princeton, ME 04668

- 3 List any other State agency(ies) from other States that the State agency will partner with and describe the role of the other State agency(ies) in the project.

N/A

- 4 State the percentage of Farm to Food Bank Project funds that will be kept at the State level.

0%

- 5 Describe how the match requirement will be met.

DACF's nonprofit partner, Healthy Acadia, will provide 100% of the match through in-kind work on the project.

- 6 Will the State agency accept its full initial allocation of FY 2022 Farm to Food Bank Funding?

Yes

- 7 Is the State agency interested in receiving additional funding beyond its initial allocation of FY 2022 Farm to Food Bank Project funds, if available? Is there a maximum amount of additional funds the State agency is willing to accept?

Yes, we would be interested in receiving additional funds with no cap.

OMB Disclosure Statement: Section 4018(b) of the Agriculture Improvement Act of 2018 (P.L. 115-334) amended Section 203D of the Emergency Food Assistance Act of 1983 to provide funding for TEFAP State agencies to pay for projects to harvest, process, package, or transport commodities donated by agricultural producers, processors, or distributors for use by emergency feeding organizations. These projects are known as Farm to Food Bank Projects. To be eligible for funds to carry out a Farm to Food Bank Project in FY 2022, TEFAP State agencies must submit an amendment to their State Plan to their FNS Regional Office which requires this information collection. This is a mandatory collection and FNS will use the information to allocate funding for such projects. The collection does not request personally identifiable information under the Privacy Act of 1974. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-XXXX. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, gathering and providing the data needed, and completing, reviewing and submitting the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: U.S. Department of Agriculture, Food and Nutrition Service, Office of Policy Support, 1320 Braddock Place, 5th Floor, Alexandria, VA 22314. ATTN: PRA (0584-XXXX). Do not return the completed form to this address.

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