

The Emergency Food Assistance Program
Agreement Between Contracting Entity and Subdistributing Agency

A **contracting entity** (CE) is an organization that contracts with the Texas Department of Agriculture to receive, store, handle, and deliver United States Department of Agriculture (USDA) Foods. A **subdistributing agency**, usually a food bank, contracts with a CE to receive, store, handle, and deliver USDA Foods.

Name of Contracting Entity (CE)	Email Address of CE
Address of CE (Street, City, State, ZIP)	Area Code and Telephone Number - -
Mailing Address (if different)	Fax Area Code and Telephone Number - -
Name of Subdistributing Agency	Email Address of Subdistributing Agency
Address of Subdistributing Agency (Street, City, State, ZIP)	Area Code and Telephone Number - -
Mailing Address (if different)	Fax Area Code and Telephone Number - -

Agreement

This Agreement specifies the rights and responsibilities of the above-named Contracting Entity (CE) and Subdistributing Agency as participants in The Emergency Food Assistance Program (TEFAP). By signing this Agreement, both parties are bound by its terms and conditions, unless terminated with 30 days' written notice by either party. This Agreement may be terminated for cause by either party, by mutual consent of both parties, or solely by the Subdistributing Agency without cause or mutual consent.

Rights and Responsibilities of the Contracting Entity

The CE shall fulfill the following responsibilities:

1. Comply with all guidance issued by TDA and USDA, and ensure that subdistributing agencies do so.
2. Train the subdistributing agency in the handling, distribution, and use of USDA Foods; eligibility criteria; client rights (including civil rights requirements); complaint procedure; compliance review procedures; the processing of applications or requests for meals; and procedures for food safety and food recalls.
3. Offer training sessions and technical assistance at a time and place that is convenient to the subdistributing agency.
4. Provide a copy of the *Household Application for USDA Foods* (Form H1555) to the subdistributing agency without charge.
5. Provide a copy of the current income guidelines to the subdistributing agency.

6. Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability.
7. Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines; and collect such records from subdistributing agency, as applicable.
8. Collect, from the subdistributing agency, certain data (including, but not limited to, reports about the number of households and individuals served).
9. Ensure that sites protect applicants' and participants' information stored on information technology systems.
10. Avoid charging the subdistributing agency any fees for the administration of TEFAP, except for warehouse operation fees (such as shared maintenance fees).
11. Ensure that all food packages or meals containing USDA Foods comply with TEFAP requirements.
12. Monitor the subdistributing agency's distribution of USDA Foods to ensure compliance with TEFAP requirements.
13. Obtain the signature of the subdistributing agency's representative showing the receipt of USDA Foods, and maintain the receipts, as well as other TEFAP records, for three years from the close of the fiscal year to which they pertain, or until claims actions, audits, or investigations are resolved. Records include, but are not limited to, the following: 1) this Agreement and 2) documentation of the receipt, inventory, and disposal of USDA Foods.
14. Ensure that the subdistributing agency does not require, solicit, or accept payment from applicants, participants, or sites in money, materials, or services for USDA Foods packages or meals.
15. Ensure that the subdistributing agency makes clear that participants are not required to cooperate with activities unrelated to the distribution of USDA Foods. Activities include the following: contribute money, sign petitions, or converse with a person conducting such activity; belong to, attend meetings of, or pay dues to any organization.
16. Ensure that unrelated activities do not disrupt the distribution of USDA Foods.

Rights and Responsibilities of the Subdistributing Agency

The subdistributing agency shall fulfill the following responsibilities:

1. Comply with all guidance issued by the CE, TDA, and the USDA, and ensure that sites do so.
2. Comply with all requirements for receiving, handling, transporting, and storing USDA Foods.
3. Ensure that sites comply with all requirements for receiving, handling, transporting, storing, and preparing USDA Foods.
4. Train sites in the handling and use of USDA Foods; eligibility criteria; client rights (including civil rights requirements); complaint and administrative review procedures; the processing of applications or requests for meals; and procedures for food safety and food recalls.
5. Collect, from the site, records that show the data and method used to determine the number of households and individuals served; and provide the data to the CE upon request.

6. Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines; and collect such records from the site, as applicable.
7. Attend training sessions required by the CE.
8. Offer training sessions and technical assistance to sites at a time and place that is convenient to the sites.
9. Provide a copy of the *Household Application for USDA Foods* (Form H1555) to sites without charge.
10. Provide a copy of the current income guidelines to sites.
11. Ensure that all USDA Foods are distributed to participants and sites without regard to race, color, national origin, sex, age, or disability.
12. Avoid charging sites any fees for the administration of TEFAP, except for warehouse operation fees (such as shared maintenance fees).
13. Ensure that all food packages or meals containing USDA Foods comply with TEFAP requirements.
14. Monitor each site's distribution of USDA Foods to ensure compliance with TEFAP requirements and do so during each site's normal hours of operation.
15. Maintain records to document the receipt, disposal, and inventory of USDA Foods for three years from the close of the fiscal year to which they pertain, or longer if records are related to unresolved claims actions, audits, or investigations.
16. Obtain the signature of the site's representative showing the receipt of USDA Foods, and maintain the receipts, as well as other program records, for three years from the close of the fiscal year to which they pertain, or until claims actions, audits, or investigations are resolved. Records include, but are not limited to, the following: 1) this Agreement and 2) documentation of the receipt, inventory, and disposal of USDA Foods.
17. Do not require, solicit, or accept payment from sites in money, materials, or services for USDA Foods packages or meals.
18. Ensure that each site does not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages or meals.
19. Make clear that sites and participants are not required to cooperate with activities unrelated to the distribution of USDA Foods. Activities include the following: contribute money, sign petitions, or converse with a person conducting such activity; belong to, attend meetings of, or pay dues to any organization.
20. Ensure that unrelated activities do not disrupt the distribution of USDA Foods at the subdistributing agency and at each site.
21. Provide to the CE certain data (including, but not limited to, reports about the number of households served and/or meals prepared) pertaining to the subdistributing agency and to each site.
22. Ensure that each site distributes the appropriate USDA Foods package to a TEFAP participant based on his or her eligibility and in compliance with TEFAP requirements.
23. Ensure that sites determine the eligibility of applicants who apply for USDA Foods assistance in compliance with TEFAP requirements.
24. Maintain the confidentiality and security of household information, including information stored on information technology systems, and ensure that sites do so.

25. Allow representatives of the CE, TDA, and USDA to review subdistributing agency operations and records.
26. Report fraud to the CE immediately, and ensure that sites report fraud immediately to the subdistributing agency.
27. Do not sell USDA Foods, and ensure that sites do not sell USDA Foods.
28. Ensure that each site obtains prior approval from the subdistributing agency before the site transfers USDA Foods to any other entity.
29. Ensure that each site helps applicant households complete applications, when necessary.
30. Display prominently, for the applicant, participant, and site viewing, USDA's "...And Justice For All" poster.
31. Evaluate sites to determine if reasonable accommodations are being made for providing adequate service to physically impaired or disabled individuals.

Certification

We, the undersigned, do hereby make and enter into this Agreement. By so doing, we certify that the information contained in this document is true and correct to the best of our knowledge and is provided for the purpose of obtaining federal assistance. We do mutually agree to operate TEFAP in compliance with federal civil rights laws and to implement nondiscrimination regulations. We do mutually agree to comply with The Emergency Food Assistance Program (7 CFR Part 251, as amended); Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Jurisdiction (7 CFR Part 250, as amended); Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); and state policies and procedures as issued and amended by TDA. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes

Name of Subdistributing Agency Official (type or print)		
Title of Subdistributing Agency Official	_____ Signature of Subdistributing Agency Official	_____ Date
Name of CE Representative (type or print)		
Title of CE Representative	_____ Signature of CE Representative	_____ Date