

Section 8

Denials and Terminations

Table of Contents

Disputes..... 2

Application Denials..... 2

Terminations 2

 Contracting Entity’s Failure to Reapply 2

 Termination by Mutual Consent 2

 Termination for Cause..... 3

Section 8

Denials and Terminations

Disputes

If a contracting entity (CE) has a dispute or disagrees with The Emergency Food Assistance Program (TEFAP) guidance, policies or procedures, notify¹ the Food and Nutrition Program Specialist by telephone or in writing. The Food and Nutrition Program Specialist coordinates the resolution of the dispute in consultation with the Texas Department of Agriculture (TDA) management.

Application Denials

TDA may deny an application to participate in TEFAP if TDA determines at any time that an organization

- is ineligible to participate in TEFAP,
- submitted false information to TDA,
- did not comply with food distribution requirements,
- failed to maintain adequate records,
- claimed reimbursement for administrative costs that were not related to TEFAP operations,
- have an outstanding or unresolved single audit, or
- failed to comply with procurement standards or contract requirements.

Terminations

TDA will terminate the TEFAP Agreement if it is determined that there is cause for termination or if the CE mutually consents to the termination.

Contracting Entity's Failure to Reapply

If a CE fails to reapply to participate in TEFAP, the TEFAP Agreement will be terminated.

Termination by Mutual Consent

¹ Email the Food and Nutrition program specialist at commodityoperations@texasagriculture.gov or call 1-877-TEX-MEAL (1-877-839-6325).

A CE and TDA may mutually consent to terminate the TEFAP Agreement at any time. Termination by mutual consent generally occurs as a result of a CE's decision to withdraw from TEFAP and can occur at any time during the program year, including at the time of reapplication.

Termination for Cause

TDA may terminate the TEFAP Agreement if a CE does any of the following:

- Fails to resolve TEFAP noncompliance as detailed in a corrective action plan (CAP)
- Submits falsified documents or fraudulent billings
- Fails to provide services specified in the TEFAP Agreement and *Application or Participation/Plan of Operation*
- Fails to submit a complete and correct application within the specified time
- Fails to meet basic eligibility requirements
- Fails to comply with applicable bid procedures
- Fails to maintain required records
- Fails to submit a balanced and reasonable budget
- Claims reimbursement for administrative costs that are not related to TEFAP operations
- Fails to comply with applicable federal or state regulations in its administration of TEFAP

NOTE: Indications of fraud, embezzlement, abuse, or misuse of funds must be reported to TDA. Based on the report, TDA may determine whether to refer the incident either to the U.S. Department of Agriculture (USDA) Southwest Regional Office or to the USDA Office of Inspector General for investigation.²

Before terminating the TEFAP Agreement for cause, TDA will consider the following:

- The severity of the noncompliance
- The reason for the noncompliance
- Efforts to correct the noncompliance
- Whether providing or arranging additional training or technical assistance would help to correct the problem

If the TEFAP Agreement is terminated, TDA will notify the CE in writing of the specific reason for termination.

² For more details on fraud and misuse, see *TEFAP Handbook*, Section 3, *Managing the Program*.