THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

SUB-RECIPIENT AGREEMENT

Agency Name:	Agency Number/Code:
Agency Mailing Address:	Agency Phone Number:
County Serving:	Physical Address of Distribution Site:
Primary Contact Name:	Primary Contact Information:
Secondary Contact Name:	Secondary Contact Information:

This agreement between the Emergency Feeding Organization (EFO) and the Local Distributing Agency (LDA) outlines the policies and procedures for the distribution of commodities made available by the United States Department of Agriculture (USDA) under the Emergency Food Assistance Program (TEFAP). By signing this agreement, both parties are bound by its terms and conditions, unless terminated early in accordance with this agreement.

The local distributing agency agrees to operate the program in accordance with the requirements of 7 CFR Part 250 and 251.

1. GUIDELINES AND PROCEDURES

   A. The local distributing agency (LDA) will not charge any individual for USDA foods distributed, or services related to the distribution of USDA foods, or request contributions from recipients to defray administrative costs.
   B. The LDA will maintain an accurate Commodity Application Register for sites distributing food to households for home consumption including 1) the number of households to whom food is distributed; 2) the names and address of all persons or households receiving foods; 3) the type of documentation used to determine need (income eligibility); 4) the distribution rate used for each item per distribution; 5) dates of food distribution; 6) household size; and 7) signature of household.
   C. The LDA will use the Household Eligibility Criteria Form to determine the household's eligibility by applying income standards set by the State Distributing Agency (SDA).

D. Households will reside in the specified geographic location served by the EFO at the time of applying for assistance, but length of residency will not be used as an eligibility criterion.
E. The LDA will order from the commodities made available by the EFO and accept only the amount of commodities which will be used without waste to serve the eligible participants. In the event of any disagreement over amounts ordered or to be made available, the determination of the EFO is final.
F. The LDA shall provide facilities, adequate in the opinion of the EFO, for the handling, storage and distribution of commodities and properly safeguard the commodities against theft, spoilage, and other loss. Donated foods are not to be sold, exchanged, or otherwise disposed of without prior approval of the EFO.
G. The LDA shall maintain accurate and complete records of receipt, disposal, and inventory of commodities. Ensure that Soup Kitchens keep daily records of the number of meals served, date served, and type of meal served (breakfast, lunch, dinner). The report shall be submitted to the EFO within five (5) days following the end of the month.
H. The LDA shall submit such reports as are required by the EFO in a timely fashion. Failure to submit timely reports may be a basis for the cancellation of this agreement.
I. All instances of lost or unaccounted for commodities are to be recorded in the Food Loss/Overage Report and submitted to the EFO within five (5) days of the discovery of the loss.
J. The LDA accepts full responsibility for compliance with the provision of this agreement, including liability for any commodities lost through its negligence.
K. The EFO retains the right to exclude any local organizations from program participation. The EFO is to be notified immediately, in writing, of the cancellation of a local agreement and the reasons for cancellation.
L. The LDA accepts full responsibility for all foods until they have been distributed to eligible recipients.
M. The LDA agrees not to diminish normal expenditures for food because of receipt of federal food commodities, but to use this distribution as a supplement to their food sources.
N. The LDA assumes all risks of loss and to indemnify and hold the EFO, its offices, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgements, including costs, attorney's fees and witnesses' fees, and expenses incident thereto, for injuries (including death) to persons and for loss of, damage to, or destruction of property arising out of or in connection with this contract.
O. The LDA specifically understands and agrees that the EFO may revise the terms of this contract to reflect the requirements of any USDA approved state plan for emergency food distribution.

2. TERMINATION

A. Either party shall have the right to terminate this agreement for convenience at any time upon 30 days written notice serviced upon the other party by certified or registered mail with return receipt requested. In addition, either party may terminate this agreement immediately for cause upon written notice served upon the party by registered or certified mail with return receipt requested.

3. DISCRIMINATION IS PROHIBITED

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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4. ACCESS TO AND MAINTENANCE OF RECORDS

A. The LDA agrees that the EFO, USDA, or SDA representatives shall have access to any books, documents, papers and records of the LDA which are directly pertinent to this contract for purpose of audits, examination, excerpts, and transcriptions. Information from these records shall be provided to authorized personnel only.
B. The LDA agrees to permit staff of the EFO, and/or staff designated by appropriate federal and state agencies, to monitor and evaluate services being performed. The LDA also agrees to submit all records and documentation of service provisions regarding contract services when requested for monitoring purposes.

5. CONFLICT OF INTEREST

A. The LDA hereby certifies by his/her signature hereinafter that he/she is legally entitled to enter into the contract with the EFO and certifies the he/she is not and will not be violating either directly or indirectly any conflict of interest statue or principle by the performance of this contract.

6. CERTIFICATION

The Local Distributing Agency hereby certifies the following by signing this agreement:

A. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
B. The instructions for certification, which are an integral part of this certification, have been read and agreed to by the Local Distributing Agency.

Local Distributing Agency (LDA)		Emergency Feeding Organization (EFO)	
_____		_____	
Authorized Official	Date	Authorized Official	Date