

The Emergency Food Assistance Program  
**Agreement Between Contracting Entity and Site**

A **contracting entity** (CE) is an organization that contracts with the Texas Department of Agriculture (TDA) 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. A **site** is a place at which an emergency feeding organization certifies applicant eligibility and/or distributes USDA Foods packages or meals to needy persons. A site may work directly with a CE or a subdistributing agency.

<b>Name of Contracting Entity (CE)</b>	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

<b>IF APPLICABLE: Name of Subdistributing Agency</b>	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

<b>Name of Site</b>	Email Address of Site
Address of Site (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 Site as a participant 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 site 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
2. Train the site 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.
3. Offer training sessions and technical assistance at a time and place that is convenient to the site.
4. Provide TEFAP record-keeping forms to the site without charge.
5. Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability.
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 sites as applicable.
7. Collect, from the site, records that show the data and method used to determine the number of households or individuals served.
8. Ensure that sites protect applicants' and participants' information stored on information technology systems.
9. Avoid charging the site any fees for the administration of TEFAP, except for warehouse operation fees (including, but not limited to, shared maintenance fees and delivery fees)
10. Ensure that all USDA Food packages or meals comply with TEFAP requirements.
11. Monitor the site's distribution of USDA Foods according to TEFAP requirements and do so during the site's normal hours of operation.
12. Obtain the signature of the site'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.
13. Ensure that the site does not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages or meals.
14. Ensure that the site 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; attend or participate in religious activities.
15. Ensure that unrelated activities do not disrupt the distribution of USDA Foods.
16. Otherwise, comply with all state and federal regulations as applicable to TEFAP.

## **Rights and Responsibilities of the Site**

### **The Site shall fulfill the following responsibilities:**

1. Comply with all guidance issued by the CE, TDA, and the USDA.
2. Comply with all requirements for receiving, handling, transporting, storing, and preparing USDA Foods, including procedures for food safety and food recalls.
3. Distribute the appropriate USDA Foods package to a TEFAP participant based on his or her eligibility and in compliance with TEFAP requirements.
4. Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability.
5. Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines.
6. Collect records that show certain information, including, but not limited to, the data and method used to determine the number of households or meals served; and provide the data to the CE upon request.
7. Determine the eligibility of applicants who apply for USDA Foods packages in compliance with TEFAP requirements.
8. Maintain the confidentiality and security of household information, including applicants' and participants' information stored on information technology systems.
9. Make 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; attend or participate in religious activities.
10. Ensure that unrelated activities do not disrupt the distribution of USDA Foods.
11. Allow representatives of the CE, TDA, and the USDA to review site operations and records.
12. Sign for receipt of USDA Foods, and keep 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.
13. Attend training sessions required by TDA or the CE.
14. Do not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages or meals.
15. Report fraud to the CE immediately.
16. Do not sell USDA Foods.
17. Obtain prior approval from the CE before transferring USDA Foods to any other entity.
18. Help applicant households, when necessary, complete applications.
19. Display prominently, for applicant and participant viewing, USDA's "...And Justice For All" poster.

**Certifications**

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