



AGREEMENT BETWEEN THE STATE-CONTRACTED RECIPIENT AGENCY AND SUB-DISTRIBUTOR FOR DISTRIBUTION OF USDA TEFAP COMMODITIES

This agreement, hereinafter called the "Agreement" made this _____ day of _____ 20 ____ by and between the state-contracted Recipient Agency, All Faiths Food Bank, called the "Recipient Agency" whose address is 8171 Blaikie Court, city of Sarasota, and _____ called the "Sub-Distributor" whose address is _____, city of _____, county of _____.

This agreement is for the distribution of the Recipient Agency's United States Department of Agriculture (USDA) donated commodities under The Emergency Food Assistance Program (TEFAP) by the Sub-Distributor in the following county/counties _____.

In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement will be performed in accordance with the following conditions.

I. Sub-distributor attests that:

1. It is an emergency feeding organization as defined in 7CFR 251.3.
2. It is located within the state-contracted Recipient Agency's designated service area.

II. Sub-distributor agrees to:

1. Administer and distribute USDA TEFAP donated food in compliance with the requirements of 7CFR 251, 7CFR 250 (as applicable), all pertinent policies, rules, regulations, and any procedures established by the USDA and/or Florida Department of Agriculture and Consumer Services.
2. Distribute USDA TEFAP donated food only to benefit eligible people served in its designated service area.
3. Determine eligibility of households prior to issuing any USDA TEFAP donated food for household consumption. In the case of self-declaration, to use the current income eligibility chart issued by the Florida Department of Agriculture and Consumer Services, Bureau of Food Distribution, prior to July 1 of each year.
4. Use USDA TEFAP donated food only for distribution to eligible households or for congregate feeding. USDA TEFAP donated food shall not be sold, exchanged or otherwise disposed of without the approval of the Florida Department of Agriculture and Consumer Services.
5. Allow the Florida Department of Agriculture and Consumer Services or USDA to visit its sites or sub-distributor sites; inspect donated food in storage, or the facilities used in handling or storing donated

food; to monitor distributions, and to review and audit all records pertinent to TEFAP at any reasonable time during normal working hours.

6. Not require any client to pay for USDA TEFAP donated food, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of USDA TEFAP donated food, as a condition for receiving USDA TEFAP donated food. Donations shall not be solicited in any manner from clients.
 7. Attend training provided by the Recipient Agency regarding TEFAP, Civil Rights, etc., as required, and train staff and volunteers on a regular basis (not less than annually) on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc.
- III. Receipt of USDA Donated Food: All emergency feeding organizations must sign a receipt for any USDA TEFAP donated food received. The receipt must include number of cases of each USDA TEFAP donated food, name of the sub-distributing agency receiving the food, date and recipient's signature. The eligible Recipient Agency shall maintain the original signed receipt in its files. The sub-distributor shall maintain a copy of the receipt for its files.
- IV. Issuance Records and Retention
1. All USDA TEFAP paperwork must be stored fiscally for three years before it can be destroyed.
 2. Food Pantries: Any emergency feeding organization distributing USDA TEFAP donated food to households for home consumption keep a record, for each day that they distribute food, of the names of all households that receive food. The sub-distributing agency must certify the client's eligibility, using the appropriate form and income guidelines provided by the Recipient Agency for this purpose. Eligibility certification is valid for one year and may be renewed unless client's circumstances change so as to make them ineligible.
 - i. It is recommended that site staff have the recipients sign a receipt or a list at each distribution. It is not a Federal requirement to record the specific foods or quantities issued to a household.
 3. Soup Kitchen: Sub-distributors must maintain record of number of meals served daily. Sites *do not* have to maintain records of the names of people to whom they serve meals, and meal recipients *do not* have to sign for their meals.
- V. Termination for Cause: This agreement may be terminated by either party at any time. Said notice shall be delivered in writing.
- VI. Storage Facilities: The Sub-Distributor certifies that it has the proper facilities for the storage and protection of USDA TEFAP donated food.
1. Storage facility is safe from theft and fire.
 2. Sub-Distributor will take a temperature reading of the storage areas, dry, freezer and cooler, where USDA TEFAP donated food is stored. This must be recorded, for each unit, each day the Sub-Distributor is open and actively handling and/or distributing food, or at minimum of once a week.

3. USDA considers any loss of USDA TEFAP donated food due to refrigeration or freezer failure as negligence and the Sub-Distributor is subject to loss claim action and reimbursement of product value.

VII. Pest Control: The Sub-Distributor certifies that it will ensure that the facilities are pest free. Sub-Distributor agrees to have a licensed pest control company inspect and provide pest control services quarterly. Sub-Distributor agrees to have the pest control company come at a more frequent basis if pests are present, until there are no further signs of infestation.

1. It is the responsibility of the Sub-Distributor to provide hard copies of all pest control inspections at least quarterly. If pest control is an annual contract, both the inspection and agreement/contract must be provided.

VIII. Civil Rights Certification: In accordance with Federal law and U.S. Department of Agriculture policy, Sub-Distributor agree to not discriminate on the basis of race, color, national origin, sex, age, or disability. The U.S. Department of Agriculture (USDA) prohibits discrimination against its consumers, employees, and applicants for employment on the bases of race, color, national origin, age, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department.

To file a complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at <https://www.ascr.usda.gov/ad-3027-usda-program-discrimination-complaint-form>, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter to: U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue S.W., Washington, D.C. 20250-9410, or by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

Signed by parties to this agreement:

All Faiths Food Bank – Chief Executive Officer

Date

Name of Sub-Distributor

Sub-Distributor – Signature of Authorized Representative

Date