

EXHIBIT A

(SAMPLE AGREEMENT)

**AGREEMENT BETWEEN STATE-CONTRACTED RECIPIENT AGENCY
AND SUB-DISTRIBUTOR FOR DISTRIBUTION OF USDA TEFAP FOODS**

This Agreement, hereinafter called the "Agreement," made this ____ day of _____, 20____ by and between the state-contracted Recipient Agency, _____ called the "Recipient Agency", whose address is _____, city of _____, 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 TEFAP commodities 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 the Florida Department of Agriculture and Consumer Services.
2. Distribute USDA TEFAP commodities only to benefit eligible people served in its designated service area.
3. Determine eligibility of households prior to issuing any TEFAP commodities 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 TEFAP commodities only for distribution to eligible households or for congregate feeding. TEFAP commodities 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 access to or furnish whatever information/documentation is necessary for the Department to conduct reviews, and monitor progress or performance to determine conformity with intended program purposes. The sub-distributor shall permit representatives of the Department 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 solicit donations in any manner from clients or require any client to pay for TEFAP commodities, join any organization or group, attend or participate in a religious practice or service, or any other activity unrelated to the distribution of TEFAP commodities, as a condition for receiving TEFAP commodities.
7. Attend training provided by the Recipient Agency regarding TEFAP, Civil Rights, etc., as required, and train staff on a regular basis and not less than annually on all aspects of TEFAP, Civil Rights laws, policies and requirements, etc.

III. Distribution of TEFAP Commodities by Sub-distributors to Other Eligible Recipient Agencies. (*Optional – If the Recipient Agency will allow sub-distributor to further distribute commodities to other emergency feeding organizations, the agreement must include this clause.*)

Prior to further distributing TEFAP commodities to other eligible recipient agencies, the sub-distributor must enter into a written agreement with that organization. The subsequent agreement must include all the provisions found in this agreement. In addition, the sub-distributor must agree to:

1. Distribute TEFAP commodities only to other emergency feeding organizations on a fair-share basis according to the priority system established for USDA TEFAP commodities in 7CFR 251.4(h)(a) and the Florida Department of Agriculture and Consumer Services.
2. Not charge any type of administrative fee for TEFAP commodities including, but not limited to, transportation, delivery, shared maintenance, or other similar fee.
3. At least annually, provide the Recipient Agency with a list of the organizations it is distributing TEFAP commodities to, including name, address, contact name and phone number, total number of households served, amount of food provided, etc.
4. Allow representatives of the Recipient Agency, FDACS or USDA, access to or furnish whatever information/documentation is necessary to conduct reviews,

monitor progress or performance or examine records to determine conformity with intended program purposes at any of the distributing sites or sub-distributor sites.

IV. Receipt of Commodities. Emergency feeding organizations must sign a receipt for any TEFAP commodities received. The receipt must include number of cases of each TEFAP commodity, name of the sub-distributing agency receiving the commodities, date and recipient's signature. The ERA shall maintain the original signed receipt in its files. The sub-distributor should keep a copy of the receipt for its files.

V. Issuance Records.

1. Food Pantries. Emergency feeding organizations (EFO) distributing TEFAP commodities to households for home consumption 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.

The EFO must keep a record of the names of all households receiving food each day. Recipient should sign a receipt or list each time they receive food. Federal regulations do not require keeping a record of the specific TEFAP foods or quantities issued to each household.

2. Soup Kitchens. 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.

VI. Termination. This agreement may be terminated by either party, for cause, upon no less than thirty (30) calendar days notice, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered in writing by certified mail, return receipt requested, or in person with proof of delivery.

VII. Storage Facilities. The Sub-Distributor certifies that it has the proper facilities for the storage and protection of USDA TEFAP commodities. Sub-Distributor agrees to take a daily temperature reading of the storage areas, *dry*, freezer and cooler, where USDA TEFAP commodities are stored. ***Internal thermometers must be used when taking temperatures in the freezer and cooler storage areas.*** USDA considers any loss of commodities due to refrigeration or freezer failure as negligence and subject to loss claim action.

VIII. Records Retention. All records, documents, etc., required by USDA regulations, policies, or this agreement, must be retained for three years following the close of the federal fiscal year to which they pertain.

IX. Civil Rights Complaints. Sub-distributor must establish a procedure for receiving and handling Civil Rights complaints. Sub-distributor must forward complaints alleging discrimination based on one of the protected classes to the Recipient Agency immediately upon receipt.

X. Civil Rights Certification. In accordance with Federal law and U.S. Department of Agriculture policy, this organization is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call 800-795-3272 (voice) or 202-720-6382 (TTY). USDA is an equal opportunity provider and employer.

Signed by parties to this agreement:

Name of State-contracted Recipient Agency

Signature of Authorized Representative

Date

Name of Sub-Distributor

Signature of Authorized Representative

Date