



**The Emergency Food Assistance Program
Agreement Between Food Bank and Recipient Agency**

Name of Regional Food Bank Care and Share Food Bank for Southern Colorado	
Address of Regional Food Bank (Street, City, State, ZIP) 2605 Preamble Point Colorado Springs, Co 80915	Area Code and Telephone Number 719 - 528 - 1247

Name of Eligible Recipient Agency		Employer Identification Number (EIN)
Address of Eligible Recipient Agency (Street, City, State, ZIP)		Area Code and Telephone Number - -
Mailing Address (if different)		Fax Area Code and Telephone Number - -
Name of Eligible Recipient Agency Official	Title	E-mail Address

This agreement specifies the rights and responsibilities of the above named Regional Food Bank and Eligible Recipient Agency as participants in The Emergency Food Assistance Program (TEFAP). By signing this agreement, both parties are bound by its terms and conditions, unless terminated earlier in accordance with this agreement. This agreement may be terminated for cause by either party, by mutual consent of both parties, or solely by the Eligible Recipient Agency without cause or mutual consent with a sixty-day written notice.

Agency Type: Congregate Feeding Household Distribution

The Food Bank agrees to:

1. Allocate food to the eligible recipient agency based on area data available and number of meals served.
2. Provide resources to track food issuance and households/people served.
3. Provide the non-discrimination poster, "And Justice for All".
4. Provide current eligibility guidelines and a suggested food distribution rate.
5. Provide a system in which the eligible recipient agency can access food in a timely manner.
6. Provide tools and resources for any other required functions.

The Eligible Recipient Agency agrees to:

1. Store USDA foods off the floor in a clean facility, free of infestation, and in a secure manner where unauthorized persons may not access.
2. Inspect all food deliveries for accuracy and quality prior to acceptance.
3. Notify the Regional Food Bank of any leftover food in excess of what can be safely stored or utilized within the distribution period.
4. Guarantee that no USDA foods will be traded, sold, transferred, or otherwise disposed of without prior approval.
5. Report all food loss to the Regional Food Bank and accept responsibility for all loss of foods due to negligence.
6. Receive and distribute/use food in accordance with government regulations in 7CFR 250 and 251 and State policy and procedures.
7. Distribute food for household consumption to eligible persons who have completed the eligibility application OR use food in the preparation of meals by congregating feeding organizations.
8. Post distribution dates so that the public can easily know available service dates.
9. Document and post distribution rates.
10. Post the non-discrimination poster "And Justice for All" in a location easily viewable to the public.
11. Maintain program records for three years plus current fiscal year including but not limited to:
 - a. Records of food received and inventory on hand, and
 - b. Distribution rates and households served.
12. Allow representatives of the Food Bank, Colorado Food Distribution Program (FDP), and the United States Department of Agriculture to review its site operations and records.
13. The Regional Food Bank may immediately terminate this agreement upon receipt of evidence of noncompliance with Regional Food Bank, FDP, or USDA policies, procedures, or violation of Federal or State Laws.

Certification: We, the undersigned, do hereby make and enter into this agreement. We do mutually agree to comply with TEFAP federal regulations (7 CFR Part 250 and 251 as amended). We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name and Title of Regional Food Bank Official (type or print)	_____ Regional Food Bank Official Signature & Date
Name and Title of Eligible Recipient Agency Representative (type or print)	_____ Eligible Recipient Agency Official Signature & Date