



Name of Subdistributing Agency	
Address of Subdistributing Agency (Street, City, State, ZIP)	Phone Number

Name of Recipient Agency		Employer Identification Number (EIN)
Address of Distribution Location (Street, City, State, ZIP)		Phone Number
Mailing Address (if different)		Alternate Phone Number
Name of Recipient Agency Official	Title	E-mail Address

This agreement specifies the rights and responsibilities of the above-named Subdistributing Agency and Recipient Agency as participants in The Emergency Food Assistance Program (TEFAP). This agreement is considered permanent, with amendments to be made as necessary, and may be terminated by either party upon 30 days written notice. By signing this agreement, both parties are bound by its terms and conditions.

Agency Type: Congregate Feeding Household Distribution

The Subdistributing Agency agrees to:

1. Allocate food to the recipient agency based on local data available and number of meals served.
2. Deliver USDA Foods at no cost to the recipient agency in a safe and secure manner.
3. Provide resources to track food issuance and households/people served.
4. Provide the non-discrimination poster, "And Justice for All".
5. Provide current eligibility guidelines and a suggested food distribution rate.
6. Provide a system in which the recipient agencies can access food in a timely manner.
7. Provide tools and resources for any other required functions.
8. Provide exceptional customer support and technical assistance to the recipient agency.

The Recipient Agency agrees to:

- Store USDA Foods off the floor in a clean facility, free of infestation, and in a secure manner where unauthorized persons may not access.
- Inspect all food deliveries for accuracy and quality prior to acceptance.
- Notify the Subdistributing Agency of food inventories that are more than what can be safely stored or utilized within the distribution period.
- Guarantee that no USDA Foods will be traded, sold, transferred, or otherwise disposed of without prior approval.
- Immediately report all food loss and/or food complaints to the Subdistributing Agency.
- Distribute USDA Foods for household consumption to eligible persons who have completed the eligibility application OR use food in the preparation of meals by congregated feeding organizations as designated in this agreement.
- Post distribution dates in English and Spanish so the public is aware of the program.
- Document distribution rates.

Both parties agree to:

- Comply with TEFAP federal regulations 7 CFR 251, 7 CFR 250 as applicable including referenced federal regulations, Federal-State Agreement for Child Nutrition and Food Distribution Programs, and State policy and procedures.
- Immediately report and accept full responsibility for any USDA Foods loss resulting from improper distribution and/or improper storage, care, or handling.
- Maintain accurate and complete records of USDA Foods for a period of three (3) years from the close of the fiscal year to which they pertain, or longer if the records are related to unresolved claims actions, audits, or investigations. This includes, but is not limited to, receipt, storage and distribution of foods, client eligibility, food loss and complaints, marketing materials, and financial records.
- Ensure that all USDA Foods are distributed to eligible participants without regard to race, color, national origin, sex, age, or disability.
- Ensure that all volunteers and employees (including their supervisors) working directly with TEFAP clients, receive annual Civil Rights training.
- Ensure the most current “And Justice for All” poster is posted for public visibility and that the current non-discrimination statement is used on materials viewed by the public.
- Ensure that all public notifications regarding TEFAP are published in English and Spanish and contain the USDA nondiscrimination statement.
- Comply with the Assurance of Civil Rights Compliance statement.
- Allow representatives of the Subdistributing Agency, Colorado Food Distribution Program (FDP), and the United States Department of Agriculture to review its site operations and records.

Civil Rights Pre-Award Compliance Review

(This section is completed by the Recipient Agency. The Subdistributing Agency must review and approve prior to executing the agreement)

1. Does the recipient agency advise the public, including minority and grassroots organization of their services and eligibility requirements? Yes No

If yes, please provide a list of recent publications include the media used, dates published, and organizations or persons contacted. Examples include radio, television, newspaper, mailers, flyers, brochures, Facebook, etc.

2. What is the estimated racial/ethnic makeup of the recipient agency’s geographic service delivery area (from the latest census or other official recognized sources)?

a.

Ethnic Group	Hispanic or Latino	Not Hispanic or Latino	Total
Percent			

b. Select one or more

Race Group	American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or other Pacific Islander	White	Other
Percent						

3. Does the recipient agency’s program application contain the current nondiscrimination statement? Yes No

If yes, provide a copy of the recipient agency's program application. If no, will your program add the standard USDA nondiscrimination statement to the appropriate application form, brochures, etc.? Yes No

4. List the names, if any, of other Federal assistance the recipient agency utilizes.
5. Has the recipient agency ever been found to be non-compliant with Civil Rights requirements? Yes No
If yes, provide a summary of the non-compliance findings, any relevant details, and the resolution including the date resolved.
6. How does the recipient agency ensure that non-English speaking applicants and program participants have equal access to the services offered?
7. Describe the way services are or will be provided by the recipient agency and include any related data necessary to ensure that no persons are or will be denied services based on prohibited discrimination.

Assurance of Civil Rights Compliance

Both parties hereby agree that they will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-121891);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 53, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that 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, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political belief, 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).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants,

and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the agencies agree to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the agencies, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the agencies.

Certification: We, the undersigned, do hereby make and enter into this agreement. We do mutually agree to comply with TEFAP federal regulations 7 CFR 251, 7 CFR 250 as applicable including reference federal regulations, Federal-State Agreement for Child Nutrition and Food Distribution Programs, and State policy and procedures. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state statutes and federal regulations.

Subdistributing Agency Official

Print name and title

Signature

Date

Recipient Agency Official

Print name and title

Signature

Date