

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CalFresh Bureau
Food Distribution Unit

**Eligible Recipient Agency (ERA) Agreement with Sub-Distributing Agency (Sub-ERA)
USDA TEFAP AGENCY AGREEMENT**

This Agreement is entered, on this date _____ by and between _____ Eligible Recipient Agency (ERA) and _____, Sub-Distributing Agency (hereafter referred to as Sub-ERA).

This agreement is for the distribution of the contracted United State Department of Agriculture (USDA) donated food under The Emergency Food Assistance Program (TEFAP) by the ERA in the following county/counties: _____.

AGREEMENT PERIOD:

The agreement is considered permanent, with amendments to be made as necessary [7 CFR 251(c)(2)]. In consideration of the mutual premises hereinafter contained, the parties agree that this Agreement will be performed in accordance with the following conditions:

Sub-ERA Information:

Agency Name:		
Contact Person(s):		
Distribution Address:		
Phone No.:		
Email Address:		

Eligibility Information:

Note: A copy of your IRS determination letter must be attached and submitted with this form.

Applicant is a: (check all that apply):

- Nonprofit Organization Public Institution Faith-Based Organization
- Provides Food Assistance to needy persons for household
- Provides Food Assistance to needy persons in the form of prepared meals

FNS Civil Rights Assurance – (Adapted from FNS-74 Federal State Agreement):

This institution is an equal opportunity provider.

“The agency hereby agrees that it 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. 12131-12189); 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 35, 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 beliefs, 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 agency agrees 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 agency, 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 agency.”

This agreement is between _____(ERA) and
_____(Sub-ERA).

1. The agreement is considered permanent, with amendments to be made as necessary [7 CFR 251(c)(2)];
2. The site agrees to distribute United States Department of Agriculture (USDA) commodities, hereafter referred to as TEFAP food(s), to eligible recipients who live within the site’s defined geographical service area.
3. If a recipient from out of the site’s service area requests food, the site will serve them on a one-time exception basis and will advise the recipient of their proper distribution site or to a referral agency.
4. Proof of household income shall not be required for a client to receive TEFAP food. Income eligibility is a self-declaration by clients after reviewing posted current income eligibility guidelines. The site may require further client information for use with other programs; however, clients shall not be denied TEFAP food if they refuse to reveal any information that is not a requirement of TEFAP (e.g. demographics).

5. The site agrees to provide TEFAP food free-of-charge to eligible individuals. No supporting documentation is required for income eligibility determination. Individuals receiving commodities will self-certify they meet the income guidelines, by signing their names on the TEFAP Household Distribution Sign-In Sheet (EFA-7).
6. The site agrees to provide provisions for people incapable of signing their own name on the EFA-7 sign-in sheet.
7. The site agrees to require an Alternate Pick Up form or note from income eligible recipients unable to attend the physical distribution. The individual picking up commodities for these recipients must possess the form or note, and/or any other documents the distribution site or food bank may require. The form or note should be maintained with the EFA-7 sign in sheet. Recipients are required to provide a new Alternate Pick Up form or note every 30 days.
8. In the event the site is providing commodities to homebound recipients, the site agrees to ensure that these recipients sign the EFA-7 sign-in sheet.
9. The site agrees to have prominently displayed in clear sight of recipients the following signage at times whenever commodities are distributed:
 - a. "And Justice for All" poster Form AD-475A
 - b. Current CDSS established Income Guidelines next to the EFA-7
 - c. TEFAP Written Notice of Beneficiary Rights (only sites that are religious in nature)
10. The site agrees to notify the food bank immediately of any changes in distribution location(s), distribution hours, or days of operation. A representative of the Site must be present during the scheduled hours of each distribution to direct recipients to an alternate emergency food pantry in the event all the available food is distributed before the scheduled end time.
11. The site agrees to never to sell or trade commodities.
12. The site agrees not to redistribute commodities to other sites, or any other entity without prior written approval from the food bank.
13. The site agrees to make available any accounts and records pertaining to operations under this agreement to the California Department of Social Services, the United States Department of Agriculture (USDA) or any other state entity or statutory authorized person conducting an inspection, review, or audit.
14. The sites must be open to the general population, unless written approval from the food bank is obtain prior before conducting closed distributions.
15. The site agrees to check quality and quantities received, and to sign for receipt of commodities when delivered or picked up from the food bank.
16. The site agrees to store and maintain food to allow for proper ventilation, with commodities stored off the floor and away from walls
17. The site agrees to store and maintain food at proper temperatures to prevent loss.
18. The site agrees to comply with all requirements relating to food safety and food recalls.
19. The site agrees to ensure proper pest control measures are in place.
20. The site agrees to immediately, upon discovery, report theft, loss, infestation or other spoilage of any commodities to the Food Bank.

21. The site agrees to conduct at the least a monthly inventory of USDA foods, if storing food.
22. The site agrees to not request or accept more commodities than can be distributed.
23. The site agrees to follow first in-first out inventory practices.
24. The Food bank, USDA and TEFAP representatives retain the right to visit and inspect the site without prior notice.
25. The site agrees to operate the program in accordance with Title 7, Code of Federal Regulations (CFR), Parts 250 and 251 (see attached excerpt from Section 5 of the TEFAP Policy and Procedure Manual) that pertain to the Emergency Food Assistance Program.
26. The site agrees to train all agency frontline and non-frontline staff and volunteers annually who handle personal information and/or interact with TEFAP food recipients regarding Civil Rights. The site agrees to only use the established Civil Rights training approved and provided by the CDSS Office.
27. The site agrees to ensure that under no circumstances will they discriminate due to race, color, national origin, sex, age, religion, political beliefs or disability. Sites must print the following statement on all printed outreach materials that advertise a TEFAP distribution.

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
 - (2) fax: (202) 690-7442; or
 - (3) email: program.intake@usda.gov.
28. The site agrees that in case of disaster or during post disaster recovery it may be required but not limited to the following: distribute food and/or supplies to people affected by the disaster, operate distribution site outside of normal hours of operation and/or provide short term storage for USDA foods, other food items and/or supplies.
 29. The site agrees to abide by any addendums the ERA/Food Bank requires.

Please indicate days and times of distributions:

Day(s) of Distribution	Start Time	End Time	Start Time	End Time
Monday	_____	_____	_____	_____
Tuesday	_____	_____	_____	_____
Wednesday	_____	_____	_____	_____
Thursday	_____	_____	_____	_____
Friday	_____	_____	_____	_____
Saturday	_____	_____	_____	_____
Sunday	_____	_____	_____	_____

Please circle if your distribution is:

- WEEKLY
- BI-WEEKLY (**Schedule of dates must be attached for the next 12 months**)
- BI-WEEKLY: 1st 2nd 3rd 4th
- MONTHLY: 1st 2nd 3rd 4th

This agreement may be canceled upon (30) days' notice in writing by either party. Notwithstanding the foregoing, the Sub-ERA, may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the ERA.

ERA signing below certifies that the information provided herein is true and correct to the best of my knowledge and that my facility is in full compliance with all Federal, State, County and Local health codes and ordinances regarding food storage.

ERA Representative's Name (*print or type*)

ERA Representative's Title

ERA Representative's Signature

Date

By signing below, the sub-distributing agency has approved the TEFAP USDA Commodity Food Service Application and Agreement as completed.

Sub-ERA Representative's Name (*print or type*)

Sub- ERA Representative's Title

Sub-ERA Representative's Signature

Date