

USDA TEFAP RECIPIENT AGENCY AGREEMENT
RFB Partner Agency

This agreement is entered into, on this date, _____ by and between: _____ (hereafter referred to as RFB-RA) and _____, Recipient Agency (hereafter referred to as RA).

RA acting in the capacity of: ☐ Pantry ☐ Congregate Meal Site ☐ Supplemental Program

Whereas, the Regional Food Bank (RFB-RA) receives certain USDA foods from Oregon Food Bank (OFB); the RFB-RA agrees to provide and supply certain USDA foods to the above RA, and the RA agrees to accept USDA foods for distribution, therefore the RA agrees to adhere to the Program Requirements and the following terms and conditions:

Program Requirements:

Federal Regulations [7 CFR Part 250](#) and [251](#), [28 CFR Part 36](#) and [42](#)), the [Emergency Food Assistance Act of 1983](#), the Oregon Department of Human Services State Plan and Program Manual, FNS Instructions [709-5](#), [716-3](#), [410-1](#), and [113-1](#), [Oregon Revised Statutes 458.530](#), [Oregon Administrative Rule Division 813-220](#), and requirements of [Title VI of the Civil Rights Act of 1964](#) (7 CFR Part 15, Subparts A & C), [Americans with Disabilities Act](#) (28 CFR Part 35) [Title IX of the Education Amendments of 1972](#) (7 CFR Part 15a.), [Section 504 of the Rehabilitation Act of 1973](#) (7 CFR Part 15b), the [Age Discrimination Act of 1975](#) (45 CFR Part 91); all provisions required by the implementing regulations of the [Department of Agriculture](#) and [USDA Food and Nutrition Service](#).

Terms and Conditions:

- 1) **Assurance:** As a participating RA, the RA meets the eligibility criteria as established in 7 CFR Part 251.5 and agrees to operate the program in accordance with the requirements as listed in the TEFAP State Plan, and procedures as they are detailed in the appropriate TEFAP Manual.
- 2) **Designated Representative:** RA will designate a representative who will be charged with the responsibility for the proper management and distribution of USDA foods received. (S)he will be authorized to sign, on behalf of the RA, requests for USDA foods, reports, or other documents required in TEFAP. The name of this designated representative shall be kept on file with the RFB-RA.
- 3) **Use of USDA Foods:** USDA foods received under this agreement will be distributed only for household consumption as a component of a nutritionally adequate supply of food for eligible persons or for use at a congregate meal site. USDA foods may be distributed to eligible Supplemental Programs under special circumstances. USDA foods will be provided to the RA at no charge and under no circumstances will the RA sell or exchange the USDA food for money, materials, or services.
- 4) **Use of USDA administrative funds:** Recipient agencies may use USDA administrative funds to pay the direct expenses associated with the distribution of USDA commodities (and commodities secured from other sources, as long as distribution follows the same conditions as USDA commodities). Direct expenses include the following, regardless of whether they are charged to TEFAP as direct or indirect costs:
 - a. The intrastate and interstate transport, storing, handling, repackaging, processing, and distribution of commodities (including donated wild game).
 - b. Costs associated with determinations of eligibility, verification, and documentation.
 - c. Costs of providing information to persons receiving USDA commodities concerning the appropriate storage and preparation of such commodities; costs involved in publishing announcements of times and locations of distribution.
 - d. Costs of recordkeeping, auditing, and other administrative procedures required for program participation.

- 5) **Use of USDA Logo:** The RA will comply with USDA requirements pertaining to the use of the USDA logo. The USDA Logo may be used by RAs, but one of the following statements must precede the USDA logo:
- Funding provided by United States Department of Agriculture;
 - Funding for research provided by United States Department of Agriculture; or
 - Funding for this project was provided by United States Department of Agriculture.
- 6) **Non-Discrimination Statement:** All materials regarding USDA foods that are produced for public information, public education, or public distribution, must include, in full, the following non-discrimination statement:

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: http://www.ascr.usda.gov/complaint_filing_cust.html, 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:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

fax: (202) 690-7442; or

email: program.intake@usda.gov.

This institution is an equal opportunity provider.

If the material is too small to permit the full statement to be included, the material will at a minimum include the statement, in print size no smaller than the text that "This institution is an equal opportunity provider".

- 7) **Civil Rights Assurance:** "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and 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 benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement."
- 8) **Explicit Religious Activities:** The RA will not require program beneficiaries or prospective beneficiaries to participate in explicitly religious activities in order to receive services. Explicitly religious activity (involving overt religious content, such as worship, religious instruction, or proselytization) that takes place at the distribution site, must be separate in time or location from the provision of services. Written notice of beneficiary rights must be posted at pantry and congregate meal sites. If a beneficiary or prospective beneficiary of TEFAP or CSFP objects to the religious character of an organization that provides services under

the program, that organization must promptly undertake reasonable efforts to identify and refer the beneficiary to an alternate provider. (7CFR Part 16)

- 9) **Eligibility, Record Keeping and Reporting Requirements:** The RA will ensure that eligibility requirements established by Oregon Department of Human Services are adhered to and that all required notices, (e.g. income guidelines and the "And Justice for All" poster) are conspicuously posted. The RA will comply with USDA record keeping requirements. All records pertaining to USDA foods shall be retained for a period of three years from the close of the Federal Fiscal Year to which they pertain, or longer if related to an audit or investigation in progress.
- 10) **Confidentiality:** The RA will maintain client information to the same standards of confidentiality as the case files of a social worker (e.g., shared with court or law enforcement only with a subpoena). The RA shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law.
- 11) **Compliance with Food Storage and Handling Requirements/Verification:** The RA shall maintain facilities for the proper handling and storage of USDA foods. Representatives of RFB-RA, Oregon Department of Human Services, and the U.S. Department of Agriculture may inspect the facilities and the USDA foods in the facilities used by the RA. RAs will designate a representative for USDA food recall issues and the name of this designated representative shall be kept on file at the RFB-RA.
- 12) **Facility Accessibility:** RA will maintain regular distribution hours to ensure that food recipients have reasonable and open access to food services provided by the RA. RA agrees to maintain their facility so that food recipients with disabilities may adequately access the facility. RAs agree to abide by all food handling and safety practices identified by the RFB-RA. Congregate meal site RAs will have at least one volunteer or staff person with a current county food handler card on-site for food distribution days.
- 13) **Reporting Shortage, Loss or Damage:** The RA agrees to promptly investigate any shortage, loss or damage to USDA foods and to report the facts relating to each case promptly to RFB-RA. The RA may be required to make restitution for any losses of USDA foods due to non-compliance of any provision stated herein, in accordance with 7 CFR 250.15(c).
- 14) **Inspection of Facility/Records:** Representatives of RFB-RA, Oregon Department of Human Services, and the U.S. Department of Agriculture may inspect the RA's facility, as identified in the Program Requirements and TEFAP State Plan, and all RA's records relating to the distribution of USDA foods.
- 15) **Termination:** This agreement may be terminated for cause by any party upon 30 days' written notice. The written notice shall specify the reason(s) for termination, along with the effective date of termination. Subject to such notice, the RA agrees to return inventories of USDA foods in its possession or control and to transmit such reports and records as are required for final disposition of such inventories. The RA will be held accountable for any losses that occur prior to the date of termination, which may be revealed in a final closing audit of the RA's operations.
- 16) **Merger Clause:** This agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Amendments shall be agreed to, in writing, and made a part of this Agreement if there are any changes in the terms or conditions of this Agreement, including changes resulting from amendments to Federal regulations or policy as they pertain to the operation of TEFAP.
- 17) **Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.
- 18) This agreement is considered permanent, with amendments to be made as necessary.

BY EXECUTION OF THIS AGREEMENT, I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT AND THE TEFAP HANDBOOK, UNDERSTAND THEM, AND HAVE THE LEGAL AUTHORITY TO BIND, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Recipient Agency Name

Recipient Agency Director/Coordinator

Regional Food Bank Director

Signature

Signature

RA Address

RFB Address

City and Zip

Date _____

Date _____

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Designated Representative for the RA, if different from above:

Designated Representative

Signature

Date