

# APPENDIX A – Agreement between the Food Bank and Recipient Agency

## THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

### FOOD BANK / RECIPIENT AGENCY AGREEMENT

In accordance with the provisions of [The Emergency Food Assistance Act of 1983, Public Law 98-8](#), as amended, together with regulations of the United States Department of Agriculture (“USDA”)

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Food Bank

-and-

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Recipient Agency (RA)

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Address

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Telephone Number

agree to the following terms and conditions:

1. The above-referenced RA shall provide USDA foods received under this agreement to eligible persons for consumption at home or shall use them in the preparation of congregate meals.
2. The RA agrees to operate the TEFAP program in compliance with the requirements of [7 CFR Part 250](#) and [7 CFR Part 251](#); regulations, policies and FNS instructions applicable to operating the TEFAP program; the New York State Plan ([Appendix B](#)); and this agreement.
3. The RA must maintain records to document the receipt, distribution, processing, and inventory of USDA foods received in this program.
4. Those records will include complete financial records documenting all costs for which funds received are used, including labor, and transportation costs incurred in providing USDA foods received under this agreement to eligible persons. Any funds made available to the RA shall be used only for allowable purposes and costs. Allowable costs include:
  - Costs or expenses directly associated with the storage and distribution of USDA foods.
  - Costs incurred for providing information to recipients relative to appropriate storage and preparation of USDA foods.
  - Costs for the processing of USDA foods.

5. The RA must retain these records for three (3) years plus current from the close of the Federal Fiscal Year to which they pertain and must permit inspection of these records by concerned Federal, State, and Food Bank personnel.
6. Under no circumstances will recipients be required to make any payments in money, materials, or services for, or in connection with, the receipt of USDA foods nor shall voluntary contributions be solicited in connection with the receipt of USDA foods for any purpose ([Appendix E: FD-138](#)).
7. There shall be no discrimination in the distribution of USDA foods for home consumption or availability of meals prepared from USDA foods under this agreement because of race, color, national origin, sex, age, or disability. 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 (including gender identity and sexual orientation), 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. All RA staff and volunteers that assist with TEFAP require Civil Rights training no less than annually. RA agrees to the Civil Rights training requirement and agrees to receive this from the food bank.
9. RA agrees to investigate promptly all complaints received in connection with the distribution or use of donated foods, and to correct any irregularities disclosed, reporting promptly to the Food Bank in each instance, which will in turn report to the State Distributing Agency (SDA). If SDA determines that a claim be made for failure to have complied with Federal or State regulations, the RA shall promptly pay any such claim presented.
10. The RA agrees that care will be exercised at all times to prevent USDA foods from being distributed or stored in such quantities or manner as to encourage waste, deterioration, or misuse.
11. The RA agrees to furnish adequate personnel and proper facilities to receive, handle, store, and distribute the USDA foods in accordance with instructions issued by the SDA and the Food Bank.
12. The RA agrees to comply with all requirements relating to food safety and food recalls
13. USDA foods received under this agreement will be used solely for the benefit of those persons served or assisted by the RA and will not be traded or sold; and will not be otherwise disposed of without prior written approval of the Food Bank and the SDA.
14. No warranty, either express or implied, in law or fact, is to be deemed to exist from the Food Bank or the SDA to any persons, groups, or other recipients, with respect to the USDA foods distributed under this agreement. No liability upon the part of the Food Bank or the SDA shall arise under or by virtue of this agreement.

15. The RA agrees to accept, store, and distribute donated foods in accordance with this agreement. Any authorized act of an agent of the RA shall be deemed to be an act of the RA.
16. Only program eligible recipients will receive the USDA foods supplied under this agreement. Eligibility criteria is defined in the NYS Distribution plan ([Appendix B](#)) and is concurrent with the NYS TEFAP Attestation.
17. RA agrees to on-site monitoring visits by authorized representative of the Food Bank, the SDA or the United States Department of Agriculture.
18. RA agrees to submit required reports for each month by the tenth day of the following month. Failure to do so may cause temporary or permanent hold on distribution of product to said Site.
19. The term of this agreement shall commence effective June 30, 2023 and shall be considered permanent, with amendments to be made as necessary, unless terminated by either party upon 90 days' written notice.

**FOOD BANK**

**RECIPIENT AGENCY**

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 Print Name

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 Print Name

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 Signature

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 Signature

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 Title

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 Title

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 Date

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 Date