



MISSOURI DEPARTMENT OF SOCIAL SERVICES  
 FAMILY SUPPORT DIVISION/FOOD DISTRIBUTION PROGRAMS  
 THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)  
**FOOD BANK/ELIGIBLE RECIPIENT AGENCY AGREEMENT**

FOOD BANK	TYPE OF ELIGIBLE RECIPIENT AGENCY <input type="checkbox"/> FOOD PANTRY <input type="checkbox"/> CONGREGATE MEAL ORGANIZATION
ELIGIBLE RECIPIENT AGENCY	ELIGIBLE RECIPIENT AGENCY ADDRESS

**The Food Pantry/Congregate Meal Organization, also referred to as the Eligible Recipient Agency (ERA) hereby agrees to the following terms and conditions:**

- 1) **The donation of foods from other sources will not be diminished due to the receipt of TEFAP foods.**
- 2) **Food Pantries shall distribute TEFAP foods to households in situations of emergency or distress on an “as needed” basis.**
- 3) **Congregate Meal Organizations shall use TEFAP foods for congregate meals; not redistribute them in the forms donated.**
- 4) **TEFAP foods will be accepted only in such quantities that can be distributed/used without waste in a 6 month period.**
- 5) **The Eligible Recipient Agency will provide facilities for the handling, storage and distribution of TEFAP foods which:**  
**A) Are sanitary and free from rodent, bird and other animal infestation; B) Safeguard against theft, spoilage and other loss; C) Maintain foods at proper temperatures; D) Stock and space foods in a manner so that TEFAP foods are readily identified; E) Store TEFAP foods off the floor in a manner to allow for adequate ventilation; and F) Take other protective measures as may be necessary.**
- 6) **The Eligible Recipient Agency shall ensure that storage facilities have obtained all required Federal, State and/or local health inspections and/or approvals and that such inspections/approvals are current.**
- 7) **The Eligible Recipient Agency shall review its storage facilities annually to ensure compliance with items 5 and 6 above.**
- 8) **The Eligible Recipient Agency shall maintain accurate and complete records of USDA foods received and distributed/used.**
- 9) **Records related to TEFAP will be maintained for a period of not less than 3 years from the close of the Federal Fiscal Year (October 1 - September 30) to which the records pertain; or longer to resolve claims action and/or audit findings.**
- 10) **Facilities and records relating to TEFAP foods may be audited/inspected by officials of the Food Bank, the Missouri Family Support Division (FSD) or their representatives at any reasonable time.**
- 11) **The Eligible Recipient Agency assumes liability for all losses/improper use of TEFAP foods. Claims arising thereof may be levied by the Food Bank against the Eligible Recipient Agency to replace the foods or recover the monetary value of the USDA foods so lost or misused.**
- 12) **The Eligible Recipient Agency will notify the Food Bank of any TEFAP foods found to be damaged, out-of-condition or determined to be unfit for human consumption and will not dispose of such foods without the consent of the Food Bank.**
- 13) **If the ERA expends \$750,000 or more in Federal Financial Assistance per fiscal year, the ERA will have an audit conducted in accordance with regulation 2 CFR Part 200, Subpart F. The ERA understands that the USDA dollar value of donated commodities distributed and/or used in meal preparation is considered Federal Financial Assistance and must be shown in the ERA’s schedule of expenditures of Federal awards or in a note.**
- 14) **In compliance with Federal and State Law, USDA foods shall not be sold, traded or used to further the political interest of any individual, organization or party.**
- 15) **TEFAP will be operated in compliance with all nondiscrimination laws, regulations, instructions, policies, and guidelines.**
- 16) **The Eligible Recipient Agency shall comply with all State and Federal Laws.**
- 17) **The Eligible Recipient Agency agrees to receive, store, account for and distribute/use TEFAP foods in accordance with Federal Regulations (7) CFR Parts 250 - 251 and policies/procedures established by the Food Bank and FSD.**
- 18) **The Food Bank may immediately terminate this agreement upon receipt of evidence of noncompliance with Food Bank, FSD or USDA policies, procedures or violation of Federal and State Laws.**
- 19) **Either the Food Bank or Eligible Recipient Agency may terminate this agreement by giving 30 days notice. Otherwise this agreement shall be considered permanent, with amendments to be made as necessary.**

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, audiotape, 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: <https://www.usda.gov/oascr/how-to-file-a-program-discrimination-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:

Mail: U.S. Department of Agriculture      Fax: (202) 690-7442; or      Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;

This institution is an equal opportunity provider.

FOOD BANK SIGNATURE	DATE	ELIGIBLE RECIPIENT AGENCY SIGNATURE	DATE
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