



The Emergency Food Assistance Program (TEFAP) and Trade Mitigation Program (TMP) Subcontract

Contractor Name and Address:

Beginning Date:

Ending Date: Permanent

Funding Authority:

Subcontractor Name and Physical Address:

State of Washington
Chapter 16-740 WAC
Department of Agriculture

Mailing Address, if Different:

CFDA Number: 10.568 TEFAP Admin
10.569 TEFAP Food
10.178 TMP Admin and Food

Subcontractor's Fiscal Year:

Estimated TEFAP Funding:

Estimated TMP Funding:

County(ies) Served:

Program Type: Food Pantry Meal Program

Tax ID Number:

Are you using your own 501(c)(3)? Yes No **If no, who is your fiscal sponsor?**

Purpose: To provide TEFAP/TMP federal food, and if available, funds to assist Subcontractors (food pantries/meal programs) in the distribution and/or administration of TEFAP/TMP to eligible lower-income families within their service area.

Contact Information

Authorized Representative Name:

Email:

Phone:

Program Manager Name:

Email:

Phone:

Warehouse 24 Hour Emergency Contact Name:

Email:

Phone:

Subcontractor Information:

Contractor Sponsored Site: An organization or tribe that may not meet all eligibility criteria or have the ability to perform all aspects of the Subcontract, serves as a TEFAP distribution site, is a separate entity from the Contractor, and is sponsored by the Contractor. The Contractor accepts sole responsibility for the sponsored site and for ensuring compliance with this Subcontract.

Subcontractor: An independently owned and operated organization or tribe, meets all eligibility criteria and is a separate entity from the Contractor.

Type of Subcontractor:

Nonprofit Organization

Local Government

Federally Recognized Tribe

Tribal Organization

Please Select One:

- Non-Religious Organization (Non-Faith Based)
- Religious Organization (Faith-Based)

Contractor Delegated Responsibilities: (Check all that apply)

Client Intake (not required for meal programs):

- Accepts Client Intake forms on behalf of the Contractor.
Responsibilities and Instructions:
 - Ensures the applicant views the current Income Guidelines and the full Nondiscrimination Statement.
 - Returns Client Intake forms to the Contractor in accordance with Contractor instructions.
- Accepts Client Intake forms and Determines Eligibility.
Responsibilities:
 - Ensures the applicant views the current Income Guidelines and the full Nondiscrimination Statement.

Distribution:

- Distributes Commodities On-Site
- Distributes Commodities Off-Site: Includes any Subcontractor owned, operated, or sponsored sites
All Subcontractor owned, operated, or sponsored sites must be listed on the Subcontractor Site List.

Inventory:

- Stores TEFAP/TMP Commodities
- Returns TEFAP/TMP Commodities to Contractor or Arranges for Contractor Pick-up

Other:

- _____
- _____
- _____
- _____
- _____

Contractor Responsibilities:

The Contractor is responsible for ensuring Subcontractor compliance and implementing any aspects of this Subcontract not delegated to the Subcontractor.

- This Subcontract must be signed by both Parties prior to the Contractor making commodities or administrative funds available to the Subcontractor.
- A copy of this Subcontract Face Sheet and Subcontractor Site List must be sent to WSDA within 30 days of Subcontract execution.
- Provide the Subcontractor with specific instructions (i.e., report due dates, timeframes, delivery, guidance)
- Show the Subcontractor where to find WSDA TEFAP/TMP resources on the [Food Assistance](#) webpage (i.e., TEFAP Procedures Manual, Forms, Civil Rights Training)
- Provide the Subcontractor with all required forms and publications:

Accounting / Audit:

- Accounting System Verification Form for Subcontractors (AGR-2206)
- Single Audit Requirement Form for Subcontractors (AGR-2217)

Civil Rights/Nondiscrimination:

- Annual Civil Rights Training Checklist Instructions (AGR PUB 609-443)
- Annual Civil Rights Training Checklist for Frontline Staff/Volunteers/Management (AGR-2198)
- Annual Civil Rights Training Checklist for Non-frontline Staff/Volunteers (AGR-2199)
- TEFAP/CSFP Beneficiary/Client Referral Request Form (AGR-2239) – if applicable
- Written Notice of Beneficiary/Client Rights (AGR PUB 609-565) – if applicable
- USDA And Justice For All Poster (AD-475-A)
- USDA Full Nondiscrimination Statement (AGR PUB 609-488)

TEFAP Forms:

- TEFAP Client Intake Form (AGR-2271)
- TEFAP Client Notification Handout (AGR PUB 609-768)
- TEFAP Income Guidelines (AGR PUB 609-445)
- TEFAP Individual Client Intake Form (AGR-2342)
- TEFAP Minimum Requirements Sign (AGR PUB 609-721)
- TEFAP Procedures Manual (AGR PUB 609-485)
- TEFAP Subcontractor Inventory Report (AGR-2272)

Equipment:

- Equipment Procurement Requirements and Guidelines (Publication No. 609-454)
- Equipment Purchase Request / Approval Form (AGR-2204)
- Equipment Disposition Requirements (Publication No. 609-452)
- Equipment Disposal Request / Approval Form (AGR-2203)

Miscellaneous:

- Alternate 501(c)(3) Church Verification Form (AGR-2241)
- Food Assistance - USDA Food Complaint Form (AGR-2329)
- Request for Alternate Language Approval Form (AGR-2325)
- Subcontractor Review Form (AGR-2227)

This Subcontract is made by and between the Contractor and Subcontractor, whose names and addresses are shown above. For purposes of this Subcontract the term Subcontractor shall also apply to any Contractor Sponsored Sites. This Subcontract is pursuant to the Contractor's agreement with the Washington State Department of Agriculture to implement TEFAP/TMP. The Parties agree to the terms and conditions set forth in the Subcontract. This Subcontract is executed by the persons signing below who warrant that they have the authority to execute the Subcontract.

Contractor:

Authorized Signature

Date

Print Name and Title

TEFAP/TMP Subcontractor Authorized Representative:

Authorized Signature

Date

Print Name and Title

Food Pantry Special Terms and Conditions:

- 1. Adhere to TEFAP/TMP Subcontractor Requirements:** The Subcontractor agrees to adhere to the program requirements by administering the programs in accordance with provisions outlined in 7 CFR Part 251 and Part 250 (unless they are inconsistent with 7 CFR Part 251), requirements and responsibility listed in the [TEFAP Procedures Manual](#), any USDA, WSDA, and/or Contractor program requirements or instructions, all applicable laws and policies (local, state, and federal), and comply with all requirements related to food safety and food recalls.
- 2. Area and Distribution Frequency:** Subcontractor shall endeavor to the best of its ability to distribute TEFAP/TMP food throughout its total service area, without geographic service area gaps or overlaps. The Subcontractor is encouraged to have more frequent distributions than the minimum required TEFAP distribution frequency of once per month.
- 3. Civil Rights Responsibilities:**
 - a. Ensure that the USDA "[And Justice for All](#)" nondiscrimination poster is conspicuously displayed at the time of distributions for clients to review. Original versions, as published by USDA, are the only allowable versions - no copies. Contractor shall provide new posters upon request.
 - b. Ensure that the full [USDA Nondiscrimination Statement](#) is displayed at the point of client intake and is available to clients upon their request.
 - b. In accordance with [FNS Policy Memo FD-113](#) the Subcontractor will provide training for their staff and volunteers on an annual basis, and maintain training documentation on file and available for review. Training tools are provided by WSDA and can be found on the [Civil Rights Compliance](#) page of the Food Assistance webpage.
 - c. If the Subcontractor is a religious or faith-based organization, it shall separate, in time or location, any explicitly religious activities from the distribution of TEFAP/TMP foods to participants.
 - d. If the Subcontractor is a faith-based or religious organization and receives USDA Foods or administrative funds for TEFAP/TMP then they must display the TEFAP Written Notice of Beneficiary/Client Rights poster in a prominent place. This poster informs clients of their right to be referred to an alternate provider when available. Subcontractors must provide referrals in the manner prescribed by the [TEFAP Procedures Manual](#) and maintain all referral records on file. Contractor will provide training and required forms as needed.
- 4. Client Eligibility and Self-Declaration:**
 - a. The Subcontractor shall ensure [TEFAP Income Eligibility Guideline](#) information is conspicuously posted during distribution of TEFAP food at the point of client intake. Washington State income guideline are 185% of the federal poverty income guidelines. TEFAP Income Eligibility Guidelines shall remain in effect until revised or amended by WSDA or USDA. The Contractor will provide update income guidelines on an annual basis.
 - b. Income eligibility shall be determined through [self-declaration](#) by the client. No further "proof" of income shall be required from the client for the receipt of TEFAP food. At a minimum documentation of the client's self-declaration is required once a year.
 - c. Subcontractor shall rely only on a client's self-declaration of need to determine eligibility using the [TEFAP Client Intake Form](#), [TEFAP Individual Intake Form - Annual](#) or a WSDA approved alternate client intake form. Contact the Contractor to request approval for use of an alternate client intake form.
 - d. Subcontractor may not require any person to provide information that is not a requirement of TEFAP, as listed in the [TEFAP Procedures Manual](#), as a condition of receiving TEFAP foods.
 - e. If other programs administered by the Subcontractor require client information that is prohibited under TEFAP, Subcontractor must notify persons seeking TEFAP foods that such information is not required to receive TEFAP foods.
 - f. The client is eligible based on meeting the following "self-declared" information (signatures are optional, not required):
 - Their name and address listed is correct; if homeless, they can put homeless as the address.
 - Their household size is as stated and they reside within this state and the organization's service area.
 - Their income is within the current 185 percent of the federal Income Eligibility Guidelines.
 - They agree that TEFAP food is for home consumption only and will not be sold, traded, or bartered.

- They will not receive TEFAP commodities from another organization.
 - That they have been shown and have read the full [USDA Nondiscrimination Statement](#).
- g. Under no circumstances shall a Subcontractor require or request for TEFAP the following client information:
- Social security numbers of clients and/or household members
 - Proof of household income
 - Proof of household size
 - Proof of household members ages

5. Commodity Distribution:

- a. Food received under this Subcontract shall be distributed by the Subcontractor solely to eligible lower income individuals and families for consumption in their respective households.
- b. All United States Department of Agriculture (USDA) food are to be distributed uncut and in the original packaging as received from the Contractor, unless prior instructions are received from the Contractor.
- c. Under no circumstances shall TEFAP/TMP foods be sold, exchanged, or bartered.
- d. Send the Contractor the [TEFAP/TMP Subcontractor Inventory Report](#) (monthly) in conformance with the Contractor's reporting due dates.
- e. Provide adequate facilities for the handling, storage, distribution of TEFAP commodities. Adhere to the storage requirements in the [TEFAP Procedures Manual](#). The facilities must be properly safeguarded against damage, theft, spoilage, or other loss in conformance with the TEFAP/TMP program requirements. Subcontractor shall:
 - Keep facilities sanitary and free from rodent, bird, insect, or other animal infestation;
 - Store food at proper storage temperatures;
 - Stock and space food so TEFAP/TMP foods are readily identified;
 - Rotate stock utilizing FIFO (First In, First Out) inventory practices;
 - Store TEFAP/TMP food off the floor and away from walls in a manner to allow for adequate ventilation;
 - Maintain accurate inventory records of product issuance;
 - Available food shall be accepted only in such quantities as can be fully utilized without waste within three months of receipt;
 - The Subcontractor shall abide by the local health jurisdiction's guidelines regarding food handling, and storage. All commonplace sanitation and safety procedures, including rodent and pest control, shall be followed by the Subcontractor to ensure the protection of food, staff and clients;
 - Take other protective measures when needed.

6. Record Keeping, Reporting Requirements, and Forms: Comply with USDA record keeping requirements and timely reporting. Maintain complete and accurate records. All records pertaining to USDA foods shall be retained for a period of six years following the date of final payment or food distribution under this Subcontract, or longer if related to unresolved claims, actions, audits or investigations.

- a. Subcontractor shall use only approved forms, as provided by the Contractor.

7. Reimbursement: If applicable and available, any program funds are to be used only for costs that are necessary to ensure the efficient and effective administration of the TEFAP/TMP, in accordance with federal guidelines. Some examples of allowable costs in TEFAP include: storing, transporting, and distributing foods, determining the eligibility of program applicants, program outreach, and nutrition education.

- a. The Subcontractor will be held responsible for any misuse of funds.
- b. TEFAP/TMP funding may not be used for the purchase of food.
- c. The Contractor may require the Subcontractor to purchase fidelity insurance for every person authorized to receive or deposit funds or issue financial documents and instruments in order to provide protection against loss

8. Reporting Shortage, Loss or Damage: The Subcontractor is responsible for any loss resulting from improper distribution, or improper storage, care, or handling of USDA foods. Any loss (e.g., damage, spoilage, or theft) of

TEFAP food shall be documented and promptly reported to the Contractor using the [TEFAP Commodity Loss/Adjustment Report for Subcontractors](#). The Contractor shall provide instructions and forms as necessary to the Subcontractor.

- a. Subcontractor accepts responsibility for ensuring that TEFAP/TMP food is sufficiently insured or that a "method" and "means" for the replacement cost of damaged or lost Contract-related USDA food is identified and utilized if necessary.
- b. The Contractor will promptly investigate any shortage, loss or damage to USDA foods and to report the facts relating to each incident to the Contractor.
- c. The Subcontractor 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 250.16(a).

9. Subcontractor Responsibilities: Adhere to the Contractor delegated responsibilities that are check marked on the TEFAP/TMP Subcontract Face Sheet. Not all Subcontractor responsibilities are listed in this Subcontract; refer to the [TEFAP Procedures Manual](#) and Paragraph 1 of this Subcontract, Special Terms and Conditions.

- a. If the Subcontractor has been delegated eligibility determination responsibilities then the Subcontractor ensures that eligibility requirements as established by WSDA are adhered to, and that all required notices/forms are provided to the applicant and/or participant within the applicable timeframe.
- b. At the sole discretion of the Contractor, the Contractor may give approval for the Subcontractor to have additional Subcontractor owned sites, Subcontractor operated sites, or Subcontractor sponsored sites. If approved, these sites must be listed on the Subcontractor Site List on the last page of this Subcontract.
- c. Subcontractor shall not release TEFAP food for disaster/emergency assistance without prior approval by the Contractor or WSDA.
- d. The Subcontractor shall refer to the Contractor for guidance on any questions, policies, or procedures regarding TEFAP food commodities. Interpretation of procedures shall be obtained by the Contractor contacting the WSDA.
- e. The Subcontractor shall ensure that transportation arrangements made for the TEFAP foods are mutually agreeable with the Contractor. Continued failure to obtain the food as agreed upon may result in suspension or termination of this Subcontract.
- f. Attend meetings and trainings as required by the Contractor and/or WSDA.
- g. Register with 211, the statewide health and human services and referral system within 30 days of the start of the Subcontract.
- h. Have information available for clients about other resources such as job training, mental health and substance abuse counseling, emergency housing, rental assistance, cash assistance, child care and energy assistance.
- i. Display hours/days of operation.
- j. Subcontractor must respect the privacy of clients and take action to reasonably safeguard their information, have on file with the Contractor copies of their client privacy policies, have and maintain on file the client's written release form.
 - Personally identifiable information (PII) collected, used, or acquired in connection with providing program services must be used only for the purpose of those programs.
 - Subcontractors agree to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Meal Program Special Terms and Conditions:

- 1. Adhere to TEFAP/TMP Subcontractor Requirements:** The Subcontractor agrees to adhere to the programs requirements by administering the programs in accordance with provisions outlined in 7 CFR Part 251 and Part 250 (unless they are inconsistent with 7 CFR Part 251), requirements and responsibility listed in the [TEFAP Procedures Manual](#), any USDA, WSDA, and/or Contractor program requirements or instructions, all applicable laws and policies (local, state, and federal), and comply with all requirements related to food safety and food recalls.
- 2. Civil Rights Responsibilities:**
 - a. Ensure that the USDA "[And Justice for All](#)" nondiscrimination poster is conspicuously displayed at the time of distributions for clients to review. Original versions, as published by USDA, are the only allowable versions - no copies. Contractor shall provide new posters upon request.
 - b. Ensure that the full [USDA Nondiscrimination Statement](#) is displayed at the point of client intake and is available to clients upon their request.
 - c. In accordance with [FNS Policy Memo FD-113](#) the Subcontractor will provide training for their staff and volunteers on an annual basis, and maintain training documentation on file and available for review. Training tools are provided by WSDA and can be found on the [Civil Rights Compliance](#) page of the Food Assistance webpage.
 - c. If the Subcontractor is a religious or faith-based organization, it shall separate, in time or location, any explicitly religious activities from the distribution of TEFAP/TMP meals to participants.
 - d. If the Subcontractor is a faith-based or religious organization and receives USDA Foods or administrative funds for TEFAP/TMP then they must display the TEFAP Written Notice of Beneficiary/Client Rights poster in a prominent place. This poster informs clients of their right to be referred to an alternate provider when available. Subcontractors must provide referrals in the manner prescribed by the [TEFAP Procedures Manual](#) and maintain all referral records on file. Contractor will provide training and required forms as needed.
- 3. Client Eligibility:**
 - a. All needy individuals are eligible.
 - b. No means test is required to determine eligibility.
 - c. A meal program or congregate feeding program is not required to keep records solely for the purpose of demonstrating that its meal recipients are needy.
- 4. Meal Service and Inventory:**
 - a. If the Subcontractor shares its meal preparation facilities with another agency or group, this separate agency may not utilize commodities for its clients without a separate signed agreement with the Contractor.
 - b. The Subcontractor may collect donations in support of their meal service if this collection is done in a manner that allows clients to donate voluntarily and in an anonymous manner.
 - c. Whenever possible these foods shall be served in a common dining room setting.
 - d. Subcontractor shall publically display meal distribution days and hours of operation. Exceptions may be approved if security concerns exist such as in a women's shelter when there are domestic violence concerns.
 - e. Subcontractor shall not require or ask a client to participate in a religious service or activity of any kind as a condition of receiving a meal.
 - f. Under no circumstances shall TEFAP/TMP foods be sold, exchanged, or bartered.
 - g. Send the Contractor the [TEFAP/TMP Subcontractor Inventory Report](#) (monthly) in conformance with the Contractor's reporting due dates.
 - h. Provide adequate facilities for the handling, storage, distribution of TEFAP commodities. Adhere to the storage requirements in the [TEFAP Procedures Manual](#). The facilities must be properly safeguarded against damage, theft, spoilage, or other loss in conformance with the TEFAP program requirements. Subcontractor shall:
 - Keep facilities sanitary and free from rodent, bird, insect, or other animal infestation;
 - Store food at proper storage temperatures;
 - Stock and space food so TEFAP/TMP foods are readily identified;
 - Rotate stock utilizing FIFO (First In, First Out) inventory practices;
 - Store TEFAP/TMP food off the floor and away from walls in a manner to allow for adequate ventilation;
 - Maintain accurate inventory records of product issuance;

- Available food shall be accepted only in such quantities as can be fully utilized without waste within three months of receipt;
 - The Subcontractor shall abide by the local health jurisdiction's guidelines regarding food handling, and storage. All commonplace sanitation and safety procedures, including rodent and pest control, shall be followed by the Subcontractor to ensure the protection of food, staff and clients;
 - Take other protective measures when needed.
- 5. Record Keeping, Reporting Requirements and Forms:** Comply with USDA record keeping requirements and timely reporting. Maintain complete and accurate records. All records pertaining to USDA foods shall be retained for a period of six years following the date of final payment or food distribution under this Subcontract, or longer if related to unresolved claims, actions, audits or investigations.
- a. Subcontractor shall use only approved forms, as provided by the Contractor.
- 6. Reimbursement:** If applicable and available, any program funds are to be used only for costs that are necessary to ensure the efficient and effective administration of the TEFAP/TMP, in accordance with federal guidelines. Some examples of allowable costs in TEFAP include: storing, transporting, and distributing foods, determining the eligibility of program applicants, program outreach, and nutrition education.
- a. The Subcontractor will be held responsible for any misuse of funds.
 - b. TEFAP/TMP funding may not be used for the purchase of food.
 - c. The Contractor may require the Subcontractor to purchase fidelity insurance for every person authorized to receive or deposit funds or issue financial documents and instruments in order to provide protection against loss
- 7. Reporting Shortage, Loss or Damage:** The Subcontractor is responsible for any loss resulting from improper distribution, or improper storage, care, or handling of USDA foods. Any loss (e.g., damage, spoilage, or theft) of TEFAP food shall be documented and promptly reported to the Contractor using the [TEFAP Commodity Loss/Adjustment Report for Subcontractors](#). The Contractor shall provide instructions and forms as necessary to the Subcontractor.
- a. Subcontractor accepts responsibility for ensuring that TEFAP/TMP food is sufficiently insured or that a "method" and "means" for the replacement cost of damaged or lost Contract-related USDA food is identified and utilized if necessary.
 - b. The Contractor will promptly investigate any shortage, loss or damage to USDA foods and to report the facts relating to each incident to the Contractor.
 - c. The Subcontractor 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 250.16(a).
- 8. Subcontractor Responsibilities:** Adhere to the Contractor delegated responsibilities that are check marked on the TEFAP Subcontract Face Sheet. Not all Subcontractor responsibilities are listed in this Subcontract; refer to the [TEFAP Procedures Manual](#) and Paragraph 1 of this Subcontract, Special Terms and Conditions.
- a. If the Subcontractor has been delegated eligibility determination responsibilities then the Subcontractor ensures that eligibility requirements as established by WSDA are adhered to, and that all required notices/forms are provided to the applicant and/or participant within the applicable timeframe.
 - b. At the sole discretion of the Contractor, the Contractor may give approval for the Subcontractor to have additional Subcontractor owned sites, Subcontractor operated sites, or Subcontractor sponsored sites. If approved, these sites must be listed on the Subcontractor Site List on the last page of this Subcontract.
 - c. Subcontractor shall not release TEFAP food for disaster/emergency assistance without prior approval by the Contractor or WSDA.
 - d. The Subcontractor shall refer to the Contractor for guidance on any questions, policies, or procedures regarding TEFAP food commodities. Interpretation of procedures shall be obtained by the Contractor contacting the WSDA.
 - e. The Subcontractor shall ensure that transportation arrangements made for the TEFAP foods are mutually agreeable with the Contractor. Continued failure to obtain the food as agreed upon may result in suspension or termination of this Subcontract.
 - f. Attend meetings and trainings as required by the Contractor and/or WSDA.
 - g. Register with 211, the statewide health and human services and referral system within 30 days of the start of the Subcontract.

- h. Have information available for clients about other resources such as job training, mental health and substance abuse counseling, emergency housing, rental assistance, cash assistance, child care and energy assistance.
- i. Display hours/days of operation.
- j. Subcontractor must respect the privacy of clients and take action to reasonably safeguard their information, have on file with the Contractor copies of their client privacy policies, have and maintain on file the client's written release form.
 - Personally identifiable information (PII) collected, used, or acquired in connection with providing program services must be used only for the purpose of those programs.
 - Subcontractors agree to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

General Terms and Conditions:

- 1. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA' 28 CFR Part 35:**
The Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Provide reasonable accommodation for individuals with a disability.
- 2. Audit:** Subcontractor shall submit all audits, regardless of type, to the Contractor, or if the Subcontractor obtains audits for its own purposes. If a Subcontractor receives federal funding, from any source (including the value of federal food), then the Subcontractor must complete the [Audit Requirement Form for Subcontractors](#). The form is to be sent to the Contractor annually, 30 days after the end of the Subcontractor's fiscal year.

Types of Audits:

Option 1: Federal Funding of \$750,000 or more:

If the Subcontractor expends \$750,000 or more from all federal sources during Subcontractor's fiscal year, as determined under Part 200.501 of the Federal Award Uniform Guidance, Subcontractor shall obtain an annual Single Audit conducted in compliance with Federal Award Uniform Guidance and the requirements of the Subcontract. The \$750,000 or more includes the value of food received from federal food programs. TEFAP/TMP funding may be used to pay for the audit, proportionate to TEFAP/TMP's fair share.

Option 2: Federal Funding of \$749,999 or less and State Funding of \$100,000 or more:

If the Subcontractor is not required to complete a Single Audit, as noted above in Option 1, and expends \$100,000 or more in total state funds (from any source) in a fiscal year, Subcontractor must have a financial audit at least every two years that covers the previous two years as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). The \$749,999 or less includes the value of food received from federal food programs. TEFAP/TMP funds may not be used to pay for this type of audit. If the Subcontractor also receives EFAP state funding then they may use EFAP funds to pay for the audit, proportionate to EFAP's fair share.

Option 3: Federal Funding of \$749,999 or less and State Funding between \$20,000 and \$99,999:

If the Subcontractor is not required to complete a Single Audit, as noted above in Option 1, or a financial audit under Option 2, or obtains an audit for its own purpose then the Subcontractor should submit an [Accounting System Verification Form for Subcontractors](#) signed by an independent Certified Public Accountant or an appropriate financial officer who provides services to the Subcontractor. This form is due every two years to their Contractor, 45 days after the execution of the Subcontract. The \$749,999 or less includes the value of food received from federal food programs.

3. Civil Rights:

- Assurance — "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 on the Subcontract Face Sheet are authorized to sign this assurance on behalf of the agency."

4. **Confidentiality:** Maintain client information to the same standards of confidentiality as the case files of a social worker (i.e., shared with court or law enforcement only with a subpoena). The Subcontractor shall not release or disclose any such information except as necessary for the administration of the program, as authorized in writing by the applicant or recipient or as required by law.
5. **Continued Eligibility:** Subcontractor shall ensure that it continues to meet the Subcontractor eligibility throughout the Subcontract period.
 - a. Notify Contractor immediately if there is a change in the Subcontractor's eligibility.
6. **Debarment:** The Subcontractor, by signature to this Subcontract, certifies that the Subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal or State department or agency from participating in transactions.
 - a. Notify Contractor immediately if there is a change in the Subcontractor's debarment status.
7. **Definitions:** Definitions are listed in the [TEFAP Procedures Manual](#).
8. **Disputes:** Except as otherwise provided in this Subcontract, when a dispute arises between the Contractor and Subcontractor that cannot be resolved by direct negotiation, the dispute shall be resolved according to the process established by the Contractor. The Contractor shall establish a dispute process within 30 days of entering into this Subcontract and provide it in writing to all Subcontractors within 45 days of Subcontract execution.
9. **Indemnification:** To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Contractor, the State of Washington, WSDA, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Subcontractor's performance or failure to perform this Subcontract. The Subcontractor's obligation to indemnify, defend, and hold harmless includes any claim by the Subcontractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

Subcontractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

10. **Licensing, Accreditation, and Registration:** Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Subcontract.
11. **Monitoring:** Upon reasonable notice and at reasonable times, Subcontractor shall allow the Contractor, WSDA, USDA and representatives of the Washington State Auditor's Office have access to inspect, review, and audit all records concerning this Subcontract. Subcontractor shall allow Contractor, WSDA, USDA and representatives of the Washington State Auditor's Office have access to inspect, without notice, facilities storing or distributing foods delivered under this Subcontract.

Permit and participate in periodic monitoring for program compliance by USDA, WSDA, and/or Contractor no less than once every two years.
12. **Period of Performance:** This Subcontract is considered permanent, with amendments to be made as necessary unless terminated or superseded by a new Subcontract.
13. **Political Activities.** Subcontractor shall not use any funds or food granted under this Subcontract to work for or against ballot measures or for or against the candidacy of any person for public office. Political activity of Subcontractor and Subcontractor's officers and employees shall comply with the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW.
14. **Property Management.** Property purchases (equipment) made with federal funds of \$5,000 or more are subject to the Federal Award Uniform Guidance. Subcontractor shall comply with the Federal Award Uniform Guidance, Section 200.310 through 200.326, [TEFAP Procedures Manual](#) and [Equipment Procurement Requirements and Guidelines](#), and Contractor instructions when undertaking property purchases, procurement, inventory management and disposal.
15. **Publicity.** Subcontractor shall not publish or use any advertising or publicity materials that states, infers, or implies the name of the State of Washington or WSDA without the prior written consent of WSDA.
16. **Reimbursement.** While it is not a requirement, the Contractor may make available full or partial reimbursement to the Subcontractor for incurred direct expenses of transporting, storing, handling, and distributing TEFAP food within the Subcontractor service area and other allowable program related expenses. The Contractor shall provide reimbursement process instructions, when applicable, to the Subcontractor.
17. **Severability:** If any provision of this Subcontract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions, in entirety, of this Subcontract which can be given effect without the invalid provision, and to the end the provisions of this Subcontract are declared to be severable.
18. **Termination and Suspension:** Either Party may terminate Subcontract, in whole or in part, upon 30 days written notice, regardless of whether termination is for cause or at will. Contractor may provide notice and offer Subcontractor the opportunity to correct the noncompliance. If Subcontractor fails to correct the noncompliance within the time Contractor allows, Contractor may then immediately terminate the Subcontract. Upon termination, Contractor shall pay Subcontractor for any valid reimbursable expenses incurred by Subcontractor under the Subcontract prior to the date of termination. If Subcontract is terminated during a period of suspension, Contractor is liable for only any valid reimbursable expenses incurred by Subcontractor under the Subcontract prior to the date of suspension. Contractor may withhold any amount due as Contractor reasonably determines is necessary to protect Contractor against potential loss or liability resulting from the termination. If Contractor terminates the Subcontract for cause, Subcontractor may request a dispute review as provided under Paragraph 8, Disputes. The

written termination notice shall specify the reason(s) for termination, along with the effective date of termination. Upon receipt of a notice of termination the Subcontractor shall:

- Subcontractor 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 Subcontractor 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 Subcontractor's operations.
- Stop work under the Subcontract, and to the extent specified, in the notice.
- Place no further orders or enter into any agreements for materials, services, or facilities related to the Subcontract.
- Assign to Contractor all of the rights, title, and interest of the Subcontractor in any orders or agreements arising under this Subcontract. Contractor has the right, in its discretion, to settle with Subcontractor for any outstanding amounts or unperformed work.
- Preserve and transfer any materials, Subcontract deliverables, or Contractor's property in Subcontractor's possession as directed by Contractor.
- Provide any reports Contractor or WSDA requires to close the Contract.
- Allow Contractor and WSDA access to conduct any inspections or audits necessary to close the Contract.

As an alternative to termination, Contractor may suspend the Subcontract in whole or in part, effective upon Subcontractor's receipt of notice of suspension. If Contractor suspends the Subcontract because of Subcontractor's failure to comply with this Subcontract, Contractor may provide opportunity for Subcontractor to correct the noncompliance during the period of suspension. Contractor will not pay any costs associated with suspended work from the time Subcontractor receives notice of suspension until the time Subcontractor receives notice from Contractor to resume work. Contractor may terminate Subcontract at any time during a period of suspension. Upon receipt of a notice of suspension the Subcontractor shall:

- Continue to perform the work not suspended, if Subcontract is suspended in part;
- Stop work to the extent of the suspension;
- Place no further orders or enter into any agreements for materials, services, or facilities related to the Subcontract and the extent of the suspension;
- Provide any reports Contractor requires in connection with the suspended work; and
- Allow Contractor and WSDA access to conduct any necessary inspections or audits.

Regardless of termination or suspension the Subcontractor shall refund Contractor for any misuse or loss of funds or food received by Subcontractor under this Subcontract, regardless of whether Subcontractor has further distributed the funds or food. If WSDA terminates or suspends the Contract, Contractor may terminate or suspend this Subcontract, in whole or in part, to the extent that WSDA's termination or suspension affects this Subcontract. If WSDA terminates the Contract, WSDA may require all of Contractor's right, title and interest in this Subcontract to be assigned to WSDA or another Contractor. In such case, WSDA has the right, in its discretion, to settle with Subcontractor for any outstanding issues or unperformed work. The rights and remedies under this Paragraph 18 are in addition to any other rights and remedies provided under this Subcontract or as otherwise provided under law.

- 19. Volunteers.** Subcontractor shall make reasonable effort to secure the services of volunteers and other training or work program participants.
- 20. Waiver.** Waiver of any default or breach does not waive any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Subcontract unless stated to be such in writing and signed by Contractor's authorized representative.

TEFAP/TMP Subcontractor Site List

Site Name:	Site Address:
Contact Name:	Contact Info:
Type: <input type="checkbox"/> Subcontractor Owned Site <input type="checkbox"/> Subcontractor Operated Site <input type="checkbox"/> Subcontractor Sponsored Site	Select One: <input type="checkbox"/> Non-Religious Organization (Non-Faith Based) <input type="checkbox"/> Religious Organization (Faith-Based)
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