



The Emergency Food Assistance Program (TEFAP) Farm to Food Bank Projects (FTFB) Subcontract

Contractor Name and Address:

Beginning Date: 7/1/2020

Ending Date: 3/31/2021

Subcontractor Name and Physical Address:

Funding Authority:

State of Washington

Department of Agriculture

Mailing Address, if Different:

CFDA Number: 10.568 Admin

Subcontractor's Fiscal Year:

Estimated WSDA Funding:

Tax ID Number:

County(ies) Served:

Are you using your own 501(c)(3)? Yes No N/A

Purpose: To provide federal funds to participating organizations for TEFAP Farm to Food Bank Projects in the state of Washington. TEFAP Farm to Food Bank Projects are intended to: reduce food waste at the agricultural production, processing, or distribution level through the donation of food; provide food to individuals in need; and build relationships between agricultural producers, processors and distributors and emergency food organizations through the donation of food.

Contact Information

Authorized Representative Name:

Email:

Phone:

Program Manager 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, 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 Public Agency
- Federally Recognized Tribe Tribal Organization

Contractor Responsibilities:

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

- Ensure Subcontractor meets the following eligibility criteria:
 - Be able to coordinate food distribution with TEFAP subcontracted food pantries and meal programs.
 - Must be a public agency, a contractor sponsored site, or a private nonprofit with 501(c)(3) status and registered with WA Secretary of State as a nonprofit agency / corporation. Subcontractor must not be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any federal or state department or agency from participating in transactions.
 - Have established internal controls and fund accounting procedures to assure proper disbursement of, and accounting for, all funds provided, and must have adequate fidelity insurance.
 - Secure public liability insurance to protect against legal liability arising out of services provided under this Subcontract.
- Provide the Subcontractor with specific instructions (i.e., report due dates, timeframes, and guidance)
- Both Parties must sign this Subcontract prior to the Contractor making funds available to the Subcontractor.
- A copy of this Subcontract Face Sheet and TEFAP FTFB Project Distribution List must be sent to WSDA within 30 days of Subcontract execution.
- 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, including but not limited to:

Accounting / Audit:

- 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)
- USDA Full Nondiscrimination Statement (AGR PUB 609-488)

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)
- Farm to Food Bank Project Proposal (AGR-2348)
- USDA Guidance Memo: TEFAP – Farm to Food Bank Project State Plan Requests and FY 2020 Allocations

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 FTFB Projects. 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

F2FP Subcontractor Authorized Representative:

Authorized Signature _____
Date

Print Name and Title

Farm to Food Bank Special Terms and Conditions

1. General Responsibilities:

- a. Adhere to TEFAP FTFB Subcontractor requirements: The Subcontractor agrees to adhere to the program requirements by administering the programs in accordance with provisions outlined in 7 CFR Part 251.6 (a)(5) and Part 251.10(j) and the USDA Guidance Memo: TEFAP – Farm to Food Bank Project State Plan Requests and FY 2020 Allocations, requirements and responsibility listed in, 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.
- b. Throughout the period of performance outlined on the Subcontract Face Sheet, Subcontractor shall comply fully with the following requirements:
 - i. All provisions of this Subcontract and any mutually agreed amendments; and
 - ii. All applicable federal and state laws
- c. Subcontractor must adhere to the Farm to Food Bank Project Proposal (AGR-2348) submitted by the Subcontractor and approved by the Contractor and WSDA. Any revisions to the approved FTFB Project Proposal must be approved by the Contractor prior to any actions taken. Failure to comply may result in non-reimbursement.
- d. Subcontractor must identify all TEFAP food pantries and meal program targeted to be a recipient of food resulting from FTFB Projects. These sites must be listed on the Subcontractor Distribution List on the last page of this Subcontract.
- e. Subcontractor shall refer to the Contractor or WSDA for guidance on any questions regarding FTFB Projects. The Contractor must obtain interpretation of programing by contacting WSDA.
- f. Subcontractor must attend meetings and trainings as required by the Contractor and /or WSDA.

2. Fiscal Responsibilities:

- a. Any FTFB program funds are to be used only for costs that meet the following requirements: "The harvesting, processing, packaging, or transportation of unharvested, unprocessed, or unpackaged commodities donated by agricultural producers, processors, or distributors for use by TEFAP emergency feeding organizations (EFOs)" – 7CFR 251.6 and 251.10(j) in accordance with federal guidelines. FTFB funding may not be used for the purchase of food. The Subcontractor will be held responsible for any misuse of funds.
- b. FTFB funding shall not exceed 50 percent of the total cost of FTFB projects and must be matched by non-federal funds. The match requirement must be met through a cash or in-kind contribution. Match funds must be used for allowable Farm to Food Bank Project costs. Subcontractor must obtain a minimum of 50 percent of the total project cost in match funding from other sources, unless other arrangements are made with the Contractor.
- c. Subcontractor must adhere to a policy of good stewardship of public funds.
- d. The Subcontractor may be required to make restitution for any funds not utilized within the period of performance outlined on the Subcontractor Face Sheet.
- e. The value of foods donated as a part of a Farm to Food Bank project, cannot count toward the match requirement.

3. Procurement and Distribution of Food:

- a. Subcontractor must distribute, without charge, food resulting from FTFB Projects to their regional TEFAP food banks, food pantries, or meal programs to distribute to eligible lower-income individuals and families.
- b. Subcontractor must provide adequate facilities for the handling, storage, and distribution resulting from FTFB Projects. The facilities must be properly safeguarded against damage, theft, spoilage, or other loss. Subcontractor shall:
 - i. Keep facilities sanitary and free from rodent, bird, insect, or other animal infestation;

- ii. Store food at proper storage temperatures;
- iii. Store food off the floor and away from walls in a manner to allow for adequate ventilation;
- iv. 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;
- v. Take other protective measures when needed.

4. Record Keeping, Reporting Requirements, and Forms:

- a. Subcontractor shall maintain and make available all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all costs of any nature expended in the performance of this Subcontract.
- b. Subcontractor shall retain such records for a period of six years following the ending date listed on the Subcontract Face Sheet.
- c. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
- d. Subcontractor shall timely submit to Contractor the following reports and records in a timely manner:
 - i. A monthly expenditure report of FTFB activities including:
 - Dollars spent under the categories of administration, operations, and equipment. Expenditure reports shall include documentation of all costs incurred for the month.
 - Pounds of donated food, resulting from FTFB projects, going to TEFAP food pantries.
 - Amount and type of match funding (includes cash and in kind match).

Reports are due to the Contractor by date requested, whether or not any expense occurred.

- ii. Mid-project Progress Report: Due November 20, 2020.
- iii. A yearly closeout that includes fiscal, food distributed, and match data. Closeout reports are due to the Contractor on date requested so that Contractor can submit to WSDA by April 20th, 2021.
- iv. Final Project Success Story: A one-page description of the project that must include: pounds gleaned, # of farms engaged, TEFAP food pantries /meal programs served, partnerships built, and community impact.
- v. Any other report that WSDA requires the Contractor to obtain from its Subcontractors.

Any report that Subcontractor fails to deliver on time is delinquent.

5. Reimbursement: Any program funds are to be used only for costs that meet the following requirements: The harvesting, processing, packaging, or transportation of unharvested, unprocessed, or unpackaged commodities donated by agricultural producers, processors, or distributors for use by TEFAP emergency feeding organizations (EFOs) – 7CFR 251.6 and 251.10(j) in accordance with federal guidelines.

- a. The Subcontractor will be held responsible for any misuse of funds.
- b. FTFB 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.

6. Civil Rights/Nondiscrimination:

- a. 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.

General Terms and Conditions:

1. Definitions:

Contract – A legally binding written agreement between the state and another entity, public or private, for the provision of goods and services.

Contractor – An applicant that has been awarded funding, and has entered into a Contract with the WSDA to provide project oversight for TEFAP Farm to Food Bank Projects.

Debarment – The act of being suspended or being declared ineligible by any state or federal agency from participating in any transactions with them.

Emergency Food – Food that is given to clients who do not have the means to acquire that food themselves, so that they will not go hungry.

Emergency Food Provider – A tribe or agency that provides clients with any kind of emergency food.

Farm to Food Bank (FTFB) – A federal program administered by USDA that provides funding for the harvest, processing, packaging, or transportation of unharvested, unprocessed, or unpackaged commodities donated by agricultural producers, processors, or distributors for use by emergency feeding organizations.

Food Assistance (FA) – Washington State Department of Agriculture's (WSDA) Food Assistance (FA) programs assist local organizations and tribes in providing emergency food to low-income and vulnerable individuals throughout Washington State.

Food Bank – An institution that collects, warehouses, and distributes food, commodities or other product to food pantries, meal programs and other hunger relief organizations on a regional, county, or statewide basis.

Food Pantry – An emergency food assistance program that distributes unprepared food without charge to its clients.

Meal Program – An emergency food assistance provider that provides predominately low-income clients prepared meals in a congregate setting.

Mobile Food Pantry – A mobile food pantry such as a "food truck" that travels within a designated service area and distributes food directly to clients. Food is distributed to clients in pre-packed boxes or through a client choice method where clients choose to take what they need.

Mobile Meal Program – A mobile meal program serves clients in areas of high need in an effort to supplement hungry families with nutritious food. Food is distributed to clients in pre-packaged prepared meals.

Not-for-profit Corporation – An entity organized and registered under RCW 24.03.005(16) provides "not for profit corporation" or "nonprofit corporation" means a corporation no part of the income of which is distributable to its members, directors or officers and that holds a current tax exempt status or is specifically exempted from the requirement to apply. All nonprofits must be registered with Washington Secretary of State.

Participating Food Pantry – A local public or nonprofit food pantry that provides emergency food assistance to clients and receives produce through the Contractor.

RCW – Revised Code of Washington.

State – State of Washington.

Subcontract – A legally binding written agreement between a Contractor and Subcontractor.

Subcontractor – Any association, tribe or organization that is performing all or part of the services under the Contractor's agreement with WSDA pursuant to a Subcontract.

WAC – Washington Administrative Code.

WSDA – The Washington State Department of Agriculture.

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. 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.

4. Civil Rights:

- a. Subcontractor shall comply with all federal, state, and local laws concerning civil rights and nondiscrimination. Subcontractor and Subcontractor's agents, employees, and volunteers shall not discriminate against anyone on the basis of race, color, national origin, sex, age, creed, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Subcontractor shall participate in any civil rights or nondiscrimination training required.
- b. 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."

- 5. Continued Eligibility:** Subcontractor shall ensure that it continues to meet the Subcontractor eligibility throughout the Subcontract period. Subcontractor must notify the 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. Subcontractor must notify the Contractor immediately if there is a change in the Subcontractor's debarment status.
- 7. 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.
- 8. 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.

9. 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.

10. 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.

11. Period of Performance:

The annual period of performance for Subcontractors is scheduled to begin on upon execution. The end date is March 31st, 2021.

12. 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.

13. 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.

14. 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.

15. 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 7 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:

- 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 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 14 are in addition to any other rights and remedies provided under this Subcontract or as otherwise provided under law.

16. 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 F2FB Project Distribution List

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TEFAP F2FB Project Distribution List

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TEFAP F2FB Project Distribution List

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TEFAP F2FB Project Distribution List

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| TEFAP Site Name: | TEFAP Site Name: |
| TEFAP Site Address: | TEFAP Site Address: |
| County: | County: |
| Contact Name: | Contact Name: |
| Contact Info: | Contact Info: |
| Type: <input type="checkbox"/> Food Pantry <input type="checkbox"/> Meal Program <input type="checkbox"/> Food Bank | Type: <input type="checkbox"/> Food Pantry <input type="checkbox"/> Meal Program <input type="checkbox"/> Food Bank |
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