ARKANSAS DEPARTMENT OF AGRICULTURE
Food and Nutrition Division
Food Distribution Unit
SUB-GRANTEE AGREEMENT FOR TEFAP AGENCIES
For Receipt and Distribution of Donated Food Commodities

Name: _____ County: _____ Vendor#: _____

Contact Person: _____ Title: _____

Mailing Address: _____ Street Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email:_____Fax: _____

Reimbursement and foods furnished by the United States Department of Agriculture

For Fiscal Year 2027

TERMS OF SUB-GRANTEE AGREEMENT

Herein referred to as Agent, agrees to accept the responsibility for the distribution of any food commodities delivered to the Agency by the Arkansas Department of Agriculture, Food Distribution Unit, hereinafter referred to as the State Distributing Agency, and to provide or cause to be provided proper facilities and arrangements for the acceptance and distribution of such donated foods, hereinafter referred to as USDA foods, under the following minimum terms and requirements:

I. Sub-Grantee Agrees to the Following:

A. General

The terms of this Agreement are to administer The Emergency Food Assistance Program (TEFAP) in accordance with applicable provisions of the state and federal law specifically 7 CFR Part 251 and as applicable 7 CFR Part 250.

B. Distribution

1. To accept and distribute USDA foods under applicable state and federal guidelines.

2. Any Agent or Sub-Agent, who performs distributions using the Mass Distribution method, must perform quarterly distributions at all registered sites during the State fiscal year unless prior approval is given by the State Distributing Agency. The State Fiscal Year quarters for Mass Distribution are as follows: July, August, September (First Quarter), October, November, December (Second Quarter), January, February, March (Third Quarter), April and May (Fourth Quarter). **No distribution of entitlement/reimbursable commodities during the month of June. However, bonus foods may be distributed.**

3. To have a minimum of one distribution every Quarter for Agencies receiving Commodities from the State Contracted Warehouse. To have a minimum of one Distribution every month if Direct Shipped from USDA. If unforeseen circumstances, e.g. inclement weather, prevent a distribution from occurring according to this timeframe, the agency will notify the Food Distribution Unit explaining the situation and proposing an alternate distribution time.

_____
Initial

4. Foods received under this agreement (a) will not be sold; (b) will not be transferred or exchanged without prior approval of the State Distributing Agency.

5. To distribute foods for home consumption only to eligible needy households as defined by state guidelines and provide adequate facilities to properly store and handle foods in compliance with applicable state and federal guidelines.

6. To require recipients to properly complete application for USDA foods and determine eligibility for food items as specified in TEFAP manual.

7. To ensure that distribution is made available to all eligible individuals and not confined only to those individuals having membership in, or attending the meetings of, a specific group or organization.

8. To not accept payments in money, materials or services for or in connection with the receipt of USDA foods, and to refrain from soliciting voluntary contributions in connection with the receipt of USDA foods for any purpose.

9. To not utilize the distribution of USDA commodities to further various political interests. The definitions of political interest encompass candidates, parties, and political issues such as initiatives, referenda, and state constitutional amendments appearing on the ballot.

10. To reimburse the Distributing Agency for foods lost or damaged due to fault or negligence on the part of the Agent or Sub-Grantee. In the event of spoilage, damage or other loss, the Agent or Sub-grantee shall promptly notify the Distributing Agency and will provide proper documentation to resolve such loss. Specifically:
    - The Sub-Grantee is responsible to the State Distributing Agency for any improper distribution or use of USDA Foods or for any loss of, or damage to, USDA Foods caused by its fault or negligence;
    - The Sub-Grantee has the right to assert claims against other people to whom USDA Foods are delivered for care, handling, and distribution; and
    - The Sub-Grantee will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to USDA Foods.

11. The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

_____
Initial

12. To maintain accurate and complete records concerning the following:

    a. Documentation of the receipt, disposal, distribution and inventory of USDA foods. Agencies must adhere to Recall Procedures provided by the Food Distribution Unit which include but are not limited to: Developing a recall procedure, Implement procedure upon notification of a USDA Food recall, Notify all distribution sites immediately, locate, isolate and label affected products as "Do Not Use.", and conduct an inventory assessment.

    b. Documentation of the amount of USDA funds received by the Agent for actual storage and distribution costs incurred by the Agent does not exceed the Projected Agency Budget. Agency administrative budgets are determined using the identical formula used to calculate the amount of USDA foods each agency will receive. (Example: an agency receiving 3% of USDA food, will receive 3% in administrative funds). BONUS USDA foods will be available to agencies for distribution; but will not be reimbursable. If you do not wish to distribute BONUS USDA foods; DO NOT Request them on your Order Packet. If there are budget savings at the end of the Federal Fiscal Year, those savings will be distributed to the Agent based on the amount of Bonus USDA foods distributed throughout the period. Each Agency will be asked to prepare a report indicating Bonus USDA foods distributed.

    c. Documentation showing the data and method used to determine the number of eligible households served by the Agent.

    d. Documentation certifies the name of each head of household receiving USDA foods, the street address of each household and the basis for determining that the household is eligible to receive commodities.

13. To utilize standard forms developed or approved by the State Distributing Agency.

14. To maintain all records for the three (3) prior Federal fiscal years plus the current Federal fiscal year after termination of this agreement, or if audited within the three (3) Federal fiscal year period plus the current Federal fiscal year, until any audit exceptions are resolved.

15. To allow the State Distributing Agency, USDA, and other relevant officials to inspect facilities and records, and audit such records, at any reasonable time.

16. Agent shall, as mandated in accordance with the Office of Management and Budget, Circular Number A-133, have a program specific audit. All audits are to be sent to: Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132.

_____
Initial

17. To not claim reimbursements for expenses reimbursed by or charged to any other state or federal programs.

18. If purchasing food products with federal funds Sub Grantee shall, whenever possible, purchase only food products that are produced in the United States.

19. A transfer of commodities between Agents may be made only with the prior approval of the State Distributing Agency.

20. To state on all forms of communication available to the public the program availability and the nondiscrimination statement "Rules for acceptance and participation in the program are the same for everyone without regard to race, color, national origin, sex (including gender identity and sexual orientation), age, or disability."

21. Agent shall not assign and/or delegate any of the duties and responsibilities to distribute USDA foods under this agreement to any party, either by way of subcontract or any other arrangement without prior written consent of the State Distributing Agency.

22. Agreements between the Sub-Grantee and any other organization distributing USDA foods on behalf of the Sub-Grantee must include the following statement:
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.

23. Compliance Requirements: The Distributing Agency has issued a compliance supplement (TEFAP Manual) that should be used for guidelines on State and Federal requirements.

C. Fiscal Control and Accountability:

1. To submit administrative budgets, subject to State Distributing Agency approval, this will estimate direct cost of storage and distribution for the grant period. The budget will be prepared in the format described in TEFAP manual.

2. To submit a request accompanied by a revised budget with justification if additional funds are needed in the same format as specified in paragraph C.1.above.

3. To maintain accounting records and support documentation in accordance with generally accepted principles of accounting as they pertain to nonprofit organizations or local government agencies. These records will be made available for audit upon the request of the Arkansas Department of Agriculture.

4. To submit a Monthly Statement of Expenditures and Request for funds report; must include the Monthly Inventory Report and Monthly USDA Clients Served Report by County/Agency Report, when applicable, within 10 business days of the end of the month of request.

5. To submit any additional reports as requested by the State Distributing Agency.

6. To accept financial liability for any misuse of funding due to failure by the Agent or Sub Grantee to perform any of the terms of this agreement.

7. To perform an annual search of the "IRS Automatic Revocation of Exemption List" for distribution sites contracted with the Agency and notify the State Distributing Agency of any change in status.

II. The State Distributing Agency Agrees

A. To accept and place orders for TEFAP foods as available from USDA.

B. To allocate and distribute food items on an equitable basis for the Agent.

C. To provide technical assistance for handling, storage, and distribution of available food.

D. To provide guidelines and instructions to Agent.

E. To be responsible for filing federal reports based on Agent and State Distributing Agency reports.

F. To be responsible for an annual search of the "IRS Automatic Revocation of Exemption List" for any agency under agreement with the State for distributing USDA foods under the TEFAP program.

G. To perform program monitoring and reviews of each Agent and Sub-Grantee are according to USDA regulations.

- person will conduct an annual administrative review of at least 25 percent of all eligible recipient agencies which have signed agreements with the State agency, provided that each agency must be reviewed no less frequently than once every four years.
- person will also conduct an annual review of 20 recipient agencies which receive TEFAP commodities and/or administrative funds pursuant to an agreement with another eligible recipient agency.
- State field staff may sometimes assist in monitoring Soup Kitchen type EFO's and distribution sites to the extent of at least twenty (20) reviews being conducted simultaneously with the actual distribution and/or eligibility determinations.

H. To review the expenditures, direct, indirect costs, and reimbursement of USDA foods distributed, of each Agent and to reserve the authority to relocate any foods not obligated and request for additional funding of Agent.

I. To provide reimbursement to Agent for the allowable cost of direct storage and distribution of USDA foods not to exceed the maximum reimbursement rate of the foods or the actual cost if less than the maximum reimbursement rate.

J. To provide transportation under procedures established by State Distributing Agency.

III. The Parties Mutually Agree:

A. In the event that the Agent or Sub-Agent fails to provide services in accordance with the provisions of this contract, the State Distributing Agency, upon written notice of default to the Agent, may immediately terminate the whole or any part of this contract, and such termination shall not be an exclusive remedy but shall be in addition to any other rights, and remedies provided by law or under this contract.

B. Either agency may terminate this agreement by giving thirty (30) days' notice in writing. Reinstatement may be at the option of the State Distributing Agency. If agreement is terminated the State Distributing Agency will not be responsible for any cost incurred by the Agent related to storage or handling of those items on hand. Termination of the agreement by either agency automatically returns to the State Distributing Agency the title to any donated food items on hand. Any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.

C. This contract may be cancelled by mutual consent; however, if such mutual consent cannot be attained, either party to this contract may consider it to be cancelled by giving thirty (30) days' notice in writing to the other party and this contract shall there-upon be cancelled upon the expiration of such thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation of breach of contract pursuant to paragraph A.

D. This agreement may be terminated at any time at the option of either party if funds are not available to continue the provisions of this agreement.

E. 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.

_____	_____
State Distributing Agency Representative (Print Name)	Agency Representative (Print Name)
_____	_____
State Distributing Agency Representative Signature	Agency Representative Signature
Title: _____	Title: _____
Date: _____	Date: _____

AGENCY CONTACT PAGE

Please complete this page and return with your completed contract. Be sure to update any information which changes during the contract period.

Agency Name: _____

Mailing Address: _____

_____

Phone: _____

Fax: _____

Executive Director: _____

Email:_____ **Phone:** _____

TEFAP/CSFP Coordinator: _____

Email:_____ **Phone:**_____

Warehouse Coordinator: _____

Email:_____ **Phone:** _____

Financial Coordinator: _____

Email:_____ **Phone:**_____

Additional Personnel:

_____

_____

_____

_____

Website: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

The Emergency Food Assistance Program
Distribution Site Contact List (TEFAP)

Current as of:

Agency Name: _____

Site Name	Street Adress	City/Zip	County	Coordinator	Phone #	Email

U.S DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspensions, Ineligibility
And Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR, Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before Completing Certification, Read Instructions on Page 2)

(1) The prospective lower-tier participant certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such perspective participant shall attach an explanation to this proposal.

Organization Name P R/Award Number or Project Name

Name & Title of Authorized Representative

Certified Electronic Signature Required Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representative of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “ principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this for that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is disbarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

FOOD DISTRIBUTION
Civil Rights Data

Vendor #:_____

Arkansas Department of Agriculture, Food Distribution Unit, has the responsibility of ensuring that program benefits are made available to all eligible individuals without regard to race, color, national origin, sex (including gender identity and sexual orientation), disability, age or reprisal or retaliation for prior civil rights activity.

PUBLIC INFORMATION

1. What criteria(if any) are used in selecting people for admission?

2. Has Sponsor/Facility publicly announced that admission is open to all regardless of race or ethnic origin?

DATA COLLECTION: Families and Individuals Served per month;

Month	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Families												
Individual												
Soup Kitch												

1. Names of other federal agencies assisting your agency:_____

2. Have any of the above agencies cited your agency for noncompliance with the Civil Rights Act?

Yes___No___If Yes explain_____

MEAL SERVICE

1. Is there any separation by racial/ethnic group
   a. In eating area Yes☐ No☐
   b. In serving line Yes☐ No☐
   c. In assignment of eating periods Yes☐ No☐
   d. In housing or sleeping Yes☐ No☐

2. Is "And Justice For All" Poster displayed?
   Yes___ No___

If Yes Explain:_____

RETURN WITH APPLICATION TO:

Arkansas Department of Agriculture
Food and Nutrition Division
Food Distribution Unit
1 Capitol Mall
Suite 3B-201
Little Rock, AR. 72201

NAME OF FACILITY _____

DIRECTOR _____

SIGNATURE _____

COUNTY _____

PHONE _____

Date_____

FAX _____

(08/2026)

THE EMERGENCY FOOD ASSISTANCE PROGRAM

PROPOSED BUDGET

OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027

Submitted by: _____ Agency Name

_____Street address

_____ City, State, Zip

STORAGE EXPENSE: AMOUNT

Building	$_____
Equipment	$ _____
Salary & fringe	$_____
Travel reimbursed	$_____
Other (please list)_____	$_____
_____	$ _____
_____	$ _____
SUB TOTAL	$ _____

DISTRIBUTION EXPENSE:

Rent	$ _____
Equipment	$ _____
Printing	$ _____
Supplies	$ _____
Salary & fringe	$ _____
Administrative	$ _____
Other (please list)_____	$ _____
_____	$ _____
_____	$ _____
SUB TOTAL	$ _____

TOTAL PROPOSED BUDGET $ _____

Prepared by: _____ _____

(Signature and Title of Agency Official) (Date)

TEFAP IRS Automatic Revocation Of Tax-Exempt Status

EFO Review of Agencies Under Agreement

Date of Review	Agency	Tax ID Number	Revoked	Not Revoked	Staff Performing Review	Notes

Arkansas Department of Agriculture

Food and Nutrition Division
Food Distribution Unit

1 Capitol Mall, Suite 3B-201· Little Rock, AR 72201 · 501-371-1400

Certification
The Emergency Food Assistance Program (TEFAP) Operations Manual

I, _____ with _____ Certify that I
(Name) (Agency)
have read and understand the following sections in the Operations Manual for The Emergency Food Assistance Program (TEFAP). Please certify by initialing the sections below, signing, and dating at the bottom. Return this certification to the Food Distribution Unit at the above address.

Initial	Section	
____	100 - 170	Definitions
____	200 – 220	Responsibilities
____	300 – 310	Application Process
____	400 – 440	Income
____	500 – 530	Participation
____	600	Identification
____	700 – 750	Certification
____	800 – 860	Application Disposition
____	900 – 910	Civil Rights
____	1000 – 1010	Volunteers
____	1100 – 1120	Financial
____	1200	Record Keeping
____	1300	Monitoring
____	1400	Funding
____	1450	Food Transfers
____	1500 – 1570	Storage Facilities and Guidelines
____	1600 – 1640	Claims
____	1700	Fraud
____	1800 – 1821	Appeals and Hearings
____	1900 – 1918	Financial Audits
____	2000	Program Termination

Signature_____ Date_____

This institution is an equal opportunity provider.