

Commodity Supplemental Food Program
Agreement Between Contracting Entity and Texas Department of Agriculture

The Texas Department of Agriculture (TDA) administers and operates the Commodity Supplemental Food Program (CSFP) by agreement with the United States Department of Agriculture (USDA). An agency or organization that is interested in receiving USDA Foods must submit to TDA for approval a completed Application for Participation/Plan of Operation.

Upon signing this Agreement, Contracting Entity (CE) agrees to comply with the following terms and conditions:

I. Agreement, Termination, and Payment

- a. This Agreement specifies the rights and responsibilities of TDA and _____ Contracting Entity (CE) (collectively, the Parties) as participant in the Commodity Supplemental Food Program (CSFP).
- b. By signing this Agreement, the Parties are bound by its terms and conditions until its ending date, unless terminated earlier in accordance with this Agreement. This Agreement may be terminated under the following circumstances: (1) for cause by either party; (2) by mutual consent of both parties; (3) by either party upon 30 days written notice to the other party, or (4) notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by TDA are at any time not available or are insufficient, through failure of any entity to appropriate funds or otherwise, then TDA will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving written notice documenting the lack of funding.
- c. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement, then the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.
- d. TDA will, subject to federal appropriation and availability to TDA of sufficient funds, provide program payment to the CE in accordance with the terms of this Agreement. No reimbursement shall be made for performance under this agreement occurring prior to (a) the beginning effective date of this Agreement or (b) a later date established by TDA based on the date of receipt of a fully executed copy of this Agreement.
- e. This paragraph is pursuant to §2252.903 of the Government Code. Any payments owing to the CE under this Agreement will be applied toward elimination of the CE's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.

II. Term

This Agreement shall take effect on _____, 20____, or upon signature by both parties, whichever is later, and shall end only when it is terminated by one or both parties.

III. Program Administration and Financial Management

- a. CE will comply with the applicable regulations for its designated program, as well as 7 Code of Federal Regulations (CFR) Parts 247 and 250, as amended; 2 CFR Part 200; and state policies and procedures as issued and amended by TDA.
- b. CE will perform as described in its application (including supporting documents, and any approved amendments to the application) for participation in the designated program.

IV. Contracting Entity Roles and Responsibilities Related to Use, Storage, and Disposition of USDA Foods

Upon execution of this Agreement, CE hereby agrees to perform the following:

- a. Comply with all requirements for receiving, distributing, transporting, and storing USDA Foods as provided in this Agreement; TDA policy; and USDA regulations and instructions, including requirements relating to 1) dry, chilled, and frozen product received directly from USDA and 2) food safety and food recall procedures.
- b. Assume full responsibility for compliance with federal regulations; state rules and policies; the requirements of this Agreement; any amendments executed by the Parties; and any addenda which may be required by TDA.
- c. Promptly provide to TDA any updated information pertinent to this Agreement, in writing.
- d. Fairly and equitably distribute USDA Foods, as food packages, only to persons (or, if applicable, to subdistributing agencies), who have been certified as eligible to participate in the CSFP.
- e. Distribute USDA Foods to help meet the nutrition needs of elderly persons; as well as low-income pregnant, postpartum, and breastfeeding women, infants under one year of age, and children who are at least one year of age but have not reached their sixth birthday.
- f. Advise applicants of the restriction against participating in the CSFP and the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) at the same time (dual participation).
- g. Request USDA Foods only in amounts that will be properly stored and fully utilized without waste.
- h. Do not sell, trade, or dispose of USDA Foods without TDA approval.
- i. Do not require USDA Foods recipients or, if applicable, subdistributing agencies, to pay for USDA Foods in money, materials, or service.
- j. Avoid reducing the amount of food received from other sources as a result of receipt of USDA Foods.
- k. Provide adequate facilities and personnel to handle, store, safeguard, and distribute USDA Foods.
- l. Enter into agreements with subdistributing agencies that distribute USDA Foods which include responsibilities for compliance with federal regulations; state rules and policies; and terms and conditions similar to the applicant organization's agreement with TDA, including the requirements of this Agreement, and any amendments and/or addenda.
- m. Require subdistributing agencies to adhere to requirements for: (a) maintaining program information, (b) certifying the eligibility of applicants who apply for USDA Foods, (c) training subdistributing agencies staff and volunteers, (d) maintaining confidentiality of household information, (f) monitoring and reviewing subdistributing agencies' compliance with program requirements as provided in federal regulations, state rules, and policies at each site where USDA Foods are stored or distributed, and (g) notifying CSFP applicants and participants of their right to a fair hearing.

V. Contracting Entity Roles and Responsibilities Related to Accountability and Reporting

Upon execution of this Agreement, CE hereby agrees to abide by the following:

- a. Allow TDA and USDA to inspect, at any reasonable time, the USDA Foods in storage and the facilities used for handling and storing USDA Foods.

- b. Obtain the signature of sites' representative showing the receipt of USDA Foods (if the foods are not distributed immediately) and maintain the receipts, as well as all other program records, for a minimum of three years following either the end of the federal fiscal year in which services were provided or the expiration or termination date of a contract, or for a period greater than three years, if necessary, to resolve any litigation, claims or audit findings.
- c. Collect, from sites, certain data including, but not limited to, reports about the number of individuals served.
- d. Comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or service under this contract.
- e. Maintain a perpetual inventory of USDA Foods, annually conduct a physical inventory of USDA Foods, and submit the inventory report to TDA.
- f. In conjunction with the annual physical inventory, or as otherwise required by TDA, review storage facilities that house USDA Foods and maintain a record of findings.
- g. Comply with TDA policies and instructions for conducting financial and compliance audits. Additionally, comply with the single audit requirements by obtaining an organization-wide audit for those fiscal years in which single audit criteria applies.
- h. Train staff members before they assume any CSFP duty at one or more distribution, storage, or certification sites; train each staff member during each program year thereafter, including, at a minimum, the required Civil Rights curriculum; document all staff training; and retain this documentation with your records.
- i. Maintain receipts, freight bills, notices of arrival, availability, and issuance of USDA Foods; inventory control sheets and storage facility review records (including inventory sheets and review records for leased storage space); and financial and supporting documents, statistical records, and other records pertinent to the services for which a claim was submitted.
- j. Keep records of nonexpendable property acquired under the contract for three years after the final disposition of the property.
- k. Provide to TDA, at the time of a TDA review or at TDA's request, a copy of the current health inspection certificate and current pest control records for the CE's storage facilities, if applicable.
- l. Obtain from sites information including, but not limited to, the following: 1) the number of households served; 2) the data and method used to determine the number of participants; 3) the number of participants. Submit to TDA upon request.

VI. Contracting Entity Roles and Responsibilities Related to Misuse of USDA Foods

Upon execution of this Agreement, CE hereby:

- a. Shall reimburse TDA, according to TDA procedures, for any improper distribution or use of USDA Foods, or for any loss of, or damage to, USDA Foods caused by CE's fault or negligence.
- b. Acknowledges that any misuse of USDA Foods may cause CE's disqualification from the CSFP, and that reinstatement is at TDA option.
- c. Acknowledges that embezzlement, misuse, theft, or obtainment by fraud of USDA Foods or, as applicable, funds related to USDA Foods, shall cause CE to be subject to federal or state criminal prosecution.

- d. Certifies that CE and its subdistributing agencies, if any, have and preserve a right to assert claims against other persons, agencies, and organizations to whom USDA Foods are delivered for care, handling, or distribution. Furthermore, CE may take action to obtain restitution in connection with claims for improper distribution, use, loss, or damage to USDA Foods.

VII. Contracting Entity Roles and Responsibilities Related to Information Technology

CE agrees to implement the following information technology standards to ensure the confidentiality of participant information.

a. Network Security

1. Maintain network security which includes the use of a firewall, unique user names, and passwords to access network resources.
2. Provide maintenance of a secure processing environment, including, but not limited to, the timely application of patches, fixes, and updates to operating systems and applications.

b. Data Security

1. Preserve the confidentiality, integrity, and accessibility of participant information in motion or at rest with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices.

c. Data Storage

1. Any and all participant information will be stored, processed, and maintained solely on designated computers and servers.
2. No participant information will be transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of CE's designated backup and recovery processes and is encrypted in accordance with the Data Encryption provision below.

d. Data Transmission

1. Any and all electronic transmission or exchange of system and application data with TDA shall take place via secure means (HTTPS or SFTP or equivalent).

e. Data Encryption

1. Store all participant information, including data defined as personally identifiable information under current regulations, in encrypted form using a commercially supported encryption solution. Further, any and all data is likewise encrypted.
2. Encryption solutions will be deployed with no less than a 128-bit key.

f. Data Re-Use

1. Any and all participant information exchanged shall be used expressly and solely for the purposes enumerated in the Agreement and in the CSFP Handbook.
2. Participant information shall not be distributed, repurposed, or shared across other applications, environments, or business units of CE.
3. No participant information of any kind shall be transmitted, exchanged, or otherwise passed to other interested parties except as specifically required to operate the CSFP on a need-to-know basis. Any other release of participant information requires specific agreement in writing by TDA.

g. End of Agreement Data Handling

1. Upon termination of the Agreement, CE shall erase, destroy, and render unrecoverable all participant information. The CE shall certify in writing that these actions have been completed within 30 days of termination of this Agreement or within seven days of the request of an authorized TDA official, whichever comes first.

h. Security Breach Notification

1. Comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personal identification information or other event requiring notification.
2. In the event of a breach of any of CE's security obligations or other event requiring notification under applicable law, CE agrees to notify all of the following:
 - i. Commodity Operations Section
Texas Department of Agriculture
CommodityOperations@TexasAgriculture.gov
 - ii. CIO / Information Security Officer
Texas Department of Agriculture
1-800-TELL-TDA (1-800-835-5832)
 - iii. Assistant Commissioner for Food and Nutrition
Food and Nutrition Division
Texas Department of Agriculture
1-800-TEX-MEAL (1-877-839-6325)

VIII. Fair Hearings

This section of the Agreement provides appeal rights for fair hearings, as described herein:

- a. Actions subject to appeal: Pursuant to 7 CFR 247.33, the following adverse actions are subject to appeal: (1) denial or discontinuance of program benefits; (2) disqualification from the program; (3) a claim to repay the value of commodities received as a result of fraud. Expiration of a program participant's certification period is not subject to appeal.
- b. Parties capable of taking adverse action: TDA, each Contracting Entity administering the program, and any subdistributing agency have the administrative authority to take adverse action against program applicants or participants. In the event that any adverse action taken by any entity participating in the CSFP in Texas is subject to appeal, TDA will control and conduct the subsequent fair hearing, as defined here.
- c. Notice of adverse action: Any entity taking an adverse action shall provide written notice. Such notice shall: (1) state the cause for the action; (2) state the effective date of the action; (3) state whether the action shall be postponed if it is appealed; (4) state the procedure for requesting an appeal; (4) state that a timely request for an appeal must be received within 60 days of the date of the adverse action notice.
- d. Request for appeal: An individual, or an individual's parent or caretaker, may request an appeal by making a clear expression, verbal or written, to a state or local agency official that an appeal of the adverse action is desired.
- e. Denial of request for appeal: A request for appeal may be denied by TDA (1) if the request is not received within 60 days of the date of the written notice of adverse action; (2) if the request for appeal is withdrawn by the individual requesting the appeal or an authorized representative of the individual; or (3) if the individual fails to appear, without good cause, for the scheduled hearing.

- f. Submission of requests for appeal:
 - 1. Requests for appeal may be mailed or faxed to: Texas Department of Agriculture, Legal Division, Attn: Docket Clerk; PO Box 12847; Austin, Texas; 78711; Fax Number (800) 909-8530.
 - 2. Requests for appeal may be sent via overnight delivery service to: Texas Department of Agriculture; Legal Division, Attn: Docket Clerk; 1700 North Congress Avenue, 11th Floor, Austin, Texas 78701.
- h. Notice of hearing: TDA will provide an individual with at least ten (10) days' advance written notice of the time and place of the hearing and will include the rules of procedure for the hearing, as codified in 4 Texas Administrative Code § 1.1052.
- i. Hearing:
 - 1. The individual must have the opportunity to: (1) examine documents supporting the appealed action before and during the hearing; (2) be assisted or represented by an attorney or other persons; (3) bring witnesses; (4) present arguments; (5) question or refute testimony and evidence, including confront and cross-examine others at the hearing; and (6) submit evidence to help establish facts and circumstances.
 - 2. TDA will issue a written decision to all parties involved within forty-five (45) days of receiving the request for appeal.
 - 3. The TDA hearing official will make a decision that complies with federal laws and regulations and is based on the facts in the hearing record. The written decision will summarize the facts of the case; specify the reasons for the decision; identify the evidence supporting the decision; and identify the laws or regulations that the decision upholds.
 - 4. The decision made by the hearing official is binding on all parties.
 - 5. The hearing record must include a transcript or recording of testimony, or official report of all that transpired at the hearing, along with all exhibits, papers, and requests made. The record will be maintained by TDA and made available for public inspection and copying, in accordance with the provisions of 7 CFR 247.36(b).

IX. Certification Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion For Covered Contracts

CE hereby certifies:

- a. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency or by the State of Texas.

By making this certification, the CE agrees to the following terms:

- a. The above certification is a material representation of fact upon which reliance was based when this contract was entered into. If it is later determined that the CE knowingly rendered an erroneous certification, in addition to other remedies available to the federal government; United States Department of Agriculture or other federal department of agency; or the Texas Department of Agriculture may pursue available remedies, including suspension and/or debarment.
- b. CE shall provide immediate written notice to the person to whom this certification is submitted if at any time the CE learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- c. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal" and "voluntarily excluded," as used in this certification, have meanings based upon materials in the Definitions and Overage sections of federal rules implementing Executive Order 12549.

- d. CE agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by United States Department of Agriculture or other federal department or agency; and/or the Texas Department of Agriculture, as applicable.
- e. CE may rely upon a certification of a subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. CE must, at a minimum, obtain certification from its covered subcontractor upon each subcontractor's initiation and upon each renewal.
- f. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a CE is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- g. If a CE in a covered contract knowingly enters into a covered subcontract 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; United States Department of Agriculture, or other federal department or agency, as applicable; and/or the Texas Department of Agriculture may pursue available remedies, including suspension and/or debarment.

X. Certification Regarding Federal Lobbying

This certification applies only to this Agreement and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CE certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c. CE shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly.

XI. Certification Regarding Conflicts of Interest

- a. CE agrees to comply with applicable state and federal laws, rules and regulations regarding conflicts of interest in the performance of its duties under this Agreement. CE warrants that it has no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Agreement.

- b. CE will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. CE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Agreement with the State of Texas.
- c. An organizational conflict of interest is a set of facts or circumstances, a relationship, or other situation under which a CE or a subcontractor has past, present, or currently planned personal or financial activities or interests that either directly or indirectly:
 - 1. Impairs or diminishes the offeror's, CE's, or subcontractor's ability to render impartial or objective assistance or advice to TDA; or
 - 2. Provides the CE or subcontractor an unfair competitive advantage in future TDA procurements.
- d. Except as otherwise disclosed and approved by TDA prior to the effective date of the Agreement, CE warrants that, as of the effective date, and to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to organizational conflict of interest affecting this Agreement. CE affirms that it has neither given, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, at any time during the procurement process or in connection with the procurement process except as allowed under relevant state and federal law.
- e. CE agrees that if, after the effective date, CE discovers or is made aware of an organizational conflict of interest, CE will immediately and fully disclose such interest in writing to TDA Food and Nutrition. In addition, CE must promptly disclose any relationship that might be perceived or represented as a conflict after its discovery by CE or by TDA as a potential conflict. TDA reserves the right to make a final determination regarding the existence of conflicts of interest, and CE agrees to abide by TDA's decision.
- f. The disclosure will include a description of the action(s) that CE has taken or proposes to take to avoid or mitigate such conflicts.
- g. If TDA determines that an organizational conflict of interest exists, TDA may, at its discretion, terminate the contract. If TDA determines that CE was aware of an organizational conflict of interest before the award of this Agreement and did not disclose the conflict to the contracting officer, such nondisclosure will be considered a material breach of the Agreement. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate state or federal law enforcement officials for further action.
- h. CE must include the provisions of this section in all subcontracts for work to be performed similar to the service provided by CE and the terms "Agreement," with the terms "Contracting Entity," "CE" and "TDA" modified appropriately to preserve the state's rights.
- i. CE has not retained or promised to retain any person or company, or utilized or promised to utilize, a consultant that participated in TDA's development of specific criteria of the Agreement or who participated in the approval of the CE for this Agreement.
- j. CE will not recruit or employ any TDA professional or technical personnel who has worked on projects relating to the subject matter of this Agreement, or who has had any influence on decisions affecting the subject matter of this Agreement, for two years following the completion of this Agreement.
- k. CE certifies to its understanding and agreement regarding Conflicts of Interest.

XII. Miscellaneous Provisions

- a. CE certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the state of Texas, or is a nonprofit corporation, or is otherwise not subject to payment of franchise taxes to the state of Texas.

- b. CE certifies that all information submitted pursuant to this Agreement is true and correct. CE understands that the deliberate misrepresentation or withholding of information is a violation of this contract and may result in prosecution under applicable state and federal law.
- c. Under Section 231.006, Texas Family Code, CE certifies that the individual or business entity named in this Agreement, and any individual who is a partner, shareholder or owner with at least 25% interest in the business entity, is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- d. CE certifies that if it is a corporation, it is a nonprofit, tax-exempt corporation.
- e. CE agrees to integrate nutrition education into CSFP operations and to provide nutrition education that can be easily understood by participants and is related to their nutritional needs and household situations. Nutrition education must account for ethnic and cultural characteristics whenever possible and must include the nutritional value of CSFP foods and their relationship to the overall dietary needs of the population groups served; nutritious ways to use CSFP foods; special nutritional needs of participants and how these needs may be met; for pregnant and postpartum women, the benefits of breastfeeding; the importance of health care and the role nutrition plays in maintaining good health; and the importance of the use of the foods by the participant to whom they are distributed, and not by another person.
- f. CE agrees to advise participants of the importance of health care and where low-income persons can obtain such care; to provide women, infants, children applicants and elderly applicants with written information on public assistance programs for which they may be eligible; and to make referrals, as appropriate.

XIII. Civil Rights

- a. By executing this Agreement, CE agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that act and the regulations. Section 504 of the Rehabilitation Act of 1973 (public Law 93-112), the Americans with Disabilities Act of 1990 (public Law 101-336), Title IX of the Education Amendments of 1972 (7 CFR Part 15a), the Age Discrimination Act of 1975 (Public Law 94-135), all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the CE agrees to comply with Title 4, Part 1, Chapter 24, Subchapter C, (Commodity Supplemental Food Program) section 24.7015, of the Texas Administrative Code. These provide in part that no person in the United States shall, on the ground of race, color, national origin, sex, age or disability be excluded from participation in, or denied any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination. In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. The CE also agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).
- b. Additionally, Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 CFR, Part 80 or 7 CFR, Part 15, prohibits a CE from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities, on the basis of national origin. Also, 7 CFR 247.37 requires CEs to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Accordingly, the CE agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs and activities, on the basis of national origin. The CE also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can effectively participate in and benefit from its programs. The CE accepts final administrative responsibility for ensuring that its subcontractors take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are

effectively informed and can effectively participate in and benefit from that subcontractor's programs and services.

- c. By executing this Agreement, CE gives assurance that it will immediately take any measures necessary to comply with this subsection.
 - 1. 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 which 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 TDA. 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 representation and agreements made in this assurance.
 - 2. Compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDA and USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDA and USDA have the right to seek judicial enforcement of this assurance. This assurance is binding on the CE, its successors, transferees, and assignees during the term that it receives assistance, or retains possession of any assistance from TDA. The person whose signature appears on this Agreement is authorized to sign this assurance on behalf of the CE.
 - 3. Ensure that civil rights training is provided to subdistributing agencies according to TDA guidelines.

Upon signing this Agreement, the applicant organization official establishes, in this section, that they have the authority: to enter into a written agreement with TDA; to operate a food program; to sign documents and reports about the Agreement; and, when appropriate, to present claims to TDA for reimbursement.

Name of CE	
Address of CE	
Name of CE's Authorized Representative (type or print)	_____ Signature of CE's Authorized Representative Date
Title of CE's Authorized Representative	
Name of TDA's Representative (type or print)	_____ Signature of TDA's Representative Date
Title of TDA's Representative	