

AUTHORITY: 7 CFR, Parts 250 and 251. CFDA: #10.568 and #10.569 The Emergency Food Assistance Program COMPLETION: REQUIRED.	Michigan Department of Education Office of Nutrition Services Food Distribution Unit P.O. Box 30008 Lansing, Michigan 48909	Questions about this agreement may be directed to 517-241-5349.
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The Emergency Food Assistance Program (TEFAP) Agreement Fiscal Year 2026

This agreement is between the Michigan Department of Education (MDE or State Agency (SA)) and the Eligible Recipient Agency (ERA) who is applying to act as a subdistributor for United States Department of Agriculture foods (USDA Foods or TEFAP Foods) to eligible recipients in its service area. Terms of this agreement apply to The Emergency Food Assistance Program and any other USDA programs that use TEFAP Foods or TEFAP-related Foods. TEFAP-related foods are referred in this agreement only as TEFAP Foods, but the same conditions apply, unless otherwise stated.

Submission of this application represents an agreement to comply with the requirements in 7 CFR Part 250 and Part 251, and other pertinent regulations, instructions, guidance, and requirements as directed by the USDA and the MDE.

This agreement pertains to Fiscal Year 2026, October 1, 2025, through September 30, 2026, and any additional periods agreed to by the State Agency and the Eligible Recipient Agency.

Either party may terminate this agreement with 30 days' written notice. MDE reserves the right to terminate this agreement, through written notification, for failure of the ERA to comply with this agreement's provisions and/or applicable requirements.

The Eligible Recipient Agency agrees to:

1. Food Ordering

- a) The ERA will comply with USDA and the SA's ordering requirements, including but not limited to, ordering entitlement values, and bonus foods, order submission due dates, and transfer request deadlines.
- b) The ERA will order TEFAP Food through the Web Based Supply Chain Management (WBSCM) system.
- c) The ERA will order TEFAP Food in truck-size quantities and its parts, as guided by the SA.
- d) Agencies in ordering partnerships will have signed agreements that are submitted to MDE by October 1, 2025.

2. Warehousing / Inventory Controls

- a) Warehouses where TEFAP Foods are stored will be licensed by the Michigan Department of Agriculture and Rural Development (MDARD).
- b) The ERA will not store TEFAP Foods in private homes or unlicensed locations.
- c) The ERA will have effective inventory procedures and practices, including but not limited to, proper storage facilities and trained staff to fulfill all requirements as set out by USDA instructions.
- d) The ERA will comply with all food safety requirements and food recall procedures.
- e) The ERA will receipt all deliveries into WBSCM within two calendar days of delivery.
- f) The ERA will report TEFAP Foods complaints to the SA.
- g) The ERA will report all food losses to the SA through the established procedure, including seeking the SA's pre-approval before disposing of a case or more of TEFAP Foods per incident.
- h) The ERA will not store more than six months' volume of inventory holding.
- i) If the ERA has an abundance of TEFAP Foods it cannot distribute in a timely manner, the ERA or the SA may request to transfer food to another agency.

3. Participant Data

- a) The ERA will keep all TEFAP participant information confidential.

- b) The ERA will collect participant data as required.
- c) The ERA will distribute TEFAP Foods free of charge to self-declared eligible participants.

4. Distribution

- a) The ERA will list all TEFAP distribution sites by name and address in the application.
- b) The ERA will have a signed SA-approved agreement with any location where TEFAP Foods are distributed.
- c) The ERA must have annual, documented current good tax-exempt status for all sites where TEFAP Foods are distributed.
- d) The ERA will be responsible for all activities at these sites during TEFAP distribution.
- e) The ERA will have effective distribution procedures and practices, including but not limited to, expeditious distribution of TEFAP Foods, a minimum of quarterly distribution, distribution in ways that do not encourage waste, deterioration, or misuse, and will comply with USDA and SA distribution requirements and requests related to TEFAP Foods distribution.
- f) The ERA must have SA pre-approval before any significant changes are made to the ERA's distribution practices.

5. Civil Rights

- a) 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 50.3 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 (USDA-Food and Nutrition Service); and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- b) The ERA will comply with all Civil Rights USDA and SA guidance, including but not limited to annual Civil Rights training for all relevant staff and volunteers, appropriate outreach, Limited English Proficiency requirements, using current nondiscrimination language and postings.
- c) The ERA will not conduct any political or religious activities in conjunction with TEFAP.

6. Financial Management

- a) The ERA will draw or obtain funds from the MDE and State systems.
- b) The ERA will maintain general ledgers to document allowable costs and reconcile MDE and State systems draws.
- c) The ERA is responsible for the value of any food loss due to negligence, improper storage practices, or damage to the warehouse facility. The SA may require reimbursement for lost product due to improper storage or warehousing practices. This may be required for single incident losses over \$500 and/or cumulative losses of \$500 that are a result of repeated warehousing practices that contribute to or cause recurring loss of product(s).
- d) The ERA is responsible for any misuse of program funds.
- e) The ERA is responsible to reimburse the SA if the foods are sold or traded.
- f) The ERA will make sure that any contractor or vendor with whom it pays more than \$25,000 of TEFAP funds is in good standing according to the Excluded Parties List System (EPLS).

7. Reporting and Recordkeeping

- a) The ERA will submit all food inventory and participation data as requested by the SA.
- b) The ERA will maintain all TEFAP records for a period of three years plus the current fiscal year, or until all open audits or investigations are closed and permission to destroy is received.

8. Other Program Requirements

- a) The ERA will provide its name and address for receiving USDA Foods and administrative funds in the

- application.
- b) The ERA will assign two trained staff members to approve requests for food orders, reports, and other documents necessary for the management of TEFAP.
 - c) The ERA will attend all required meetings by the SA, including calls and in-person meetings.
 - d) The ERA will allow the USDA and/or the SA to review all inventory, facilities, and records pertaining to TEFAP, as requested.
 - e) The ERA must receive the SA's approval before sub-contracting any part of this agreement.

The State Agency agrees to:

1. Food Ordering

- a) The SA will provide entitlement, bonus, and other TEFAP Foods-offerings to ERA based on established allocations.
- b) The SA will provide annual and quarterly ordering information/deadlines to the ERA.
- c) The SA will monitor State and ERA entitlement balances and provide ordering guidance and direction.
- d) The SA has the right to adjust the ERA's delivery date or quantity if less than a full truck load is ordered.
- e) The SA will assist ERAs with ordering TEFAP Foods as appropriate.

2. Warehousing / Inventory Controls

- a) The SA will provide guidance and resources on food safety, food recall, and effective inventory practices.
- b) The SA will submit all TEFAP Foods complaints in WBSCM.
- c) The SA will assist with TEFAP Foods transfers.

3. Participant Data

- a) The SA will provide guidance and instruction for participant data, including but not limited to eligibility requirements, and collection methods.

4. Distribution

- a) The SA will provide guidance and instruction for site management where TEFAP Foods are distributed, including but not limited to distribution methods and procedures.

5. Civil Rights

- a) The SA will provide guidance and instruction for all Civil Rights compliance.
- b) The SA will submit Civil Rights complaints to USDA as appropriate.

6. Financial Management

- a) The SA will provide payments to the ERA through the MDE and State systems.
- b) The SA will provide guidance and instruction for TEFAP funding, including but not limited to allowable costs, procurement, reimbursement, and accounting and audit requirements.

7. Reporting and Recordkeeping

- a) The SA will review TEFAP ERA and related operations per regulations and USDA guidance.
- b) The SA will provide an ending fiscal year Value of Commodities received report.

8. Other Program Requirements

- a) The SA will provide guidance and instruction for the annual application and MDE and State payment systems.
- b) The SA will provide, at a minimum, monthly Program trainings for ERAs.
- c) The SA will monitor ERAs TEFAP operations as appropriate.
- d) The SA will survey ERAs to make necessary amendments to TEFAP State Plan and submit said plan as required.
- e) The SA will provide information and guidance as announced by USDA.