



God's Pantry Food Bank

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THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP) SUB-OUTLET AGREEMENT

This agreement made and entered into as of the _____ day of _____ by and between God's Pantry Food Bank, Lexington, KY here in after referred to as the Emergency Feeding Organization (EFO) (First Party)

and _____

(Second Party)

(Address of Second Party)

hereinafter referred to as the Second Party,

WITNESSETH, THAT:

Whereas, the EFO, in the exercise of its lawful duties, has determined upon the necessity of the performance of the following functions briefly describes as:

The distribution of commodities made available by the United States Department of Agriculture pursuant to 7 U.S.C. 612c to eligible soup kitchens, food banks, food pantries and emergency feeding organizations in accordance with 7 CFR Part 250 and 251 and the Hunger Prevention Act of 1988, P.L. 100-435.

Whereas, the Second Party is available, is eligible as a _____ (7 CFR 251.5 (a) (3))to perform this function, and the EFO desires that the Second Party perform this function, beginning _____ and continuing until terminated by either party in accordance with the provisions of this agreement.

Now, therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

1. The Second Party shall comply with the following requirements and procedures as specified in the Commodities Procedural Instructions for Soup Kitchens and Food Pantries.
 - a. Shall accept only the amount of commodities which will be used without waste. In the event of any disagreement over amounts to be made available, the determination of the EFO is final.
 - b. Shall provide facilities, adequate in the opinion of the EFO, for the handling, storage and distribution of commodities and properly safeguard the commodities against theft, spoilage, and other loss. Donated foods are not to be sold, exchanged or otherwise disposed of without the Prior approval of the EFO.
 - c. Second Party shall not charge any individual for USDA foods distributed, or services related to the distribution of USDA foods, or request contributions from recipients to defray administrative costs. Maintain an accurate Commodity Application Register for sites

distributing food to households for home consumption, including; 1) the number of households to whom food is distributed; 2) the name and address of the applicant receiving food; 3) dates of food distribution; 4) household size; 5) signature of applicant. A "household" is defined as an economic unit which is a group of related or unrelated people who share all significant income and expenses of its members, and is characterized by sharing expenses such as food, housing, medical costs, and household insurance. More than one economic unit may live in the same household. Separate economic units living in the same household are characterized by prorating of expenses and have economic independence of each other.

- d. Shall maintain accurate and complete records of receipt, disposal and inventory of commodities Consolidated Report (KY-FD-27-FB). Ensure that Soup Kitchens keep daily records of the number of meals served, date served and type of meal served (breakfast, lunch, dinner). The report shall be submitted to the EFO within five (5) days following the end of the month.
- e. Shall submit such **reports** as are required by the EFO in a timely fashion. Failure to submit timely reports may be a basis for cancellation of this agreement.
- f. All instances of lost or unaccounted for commodities are to be recorded on a Donated Food Loss Report (KY-FD-25-FB) and submitted to the EFO within five (5) days of the discovery of the loss. Lost commodities are those which, for any reason cannot be demonstrated by records or other evidence, satisfactory to the EFO, to have been delivered to or to be available in good condition for delivery to, needy persons or households for whom they were donated by the United States Department of Agriculture. Commodities may be lost through theft, damage, spoilage, infestation, improper distribution, sale or exchange, diversion to an improper use or similar causes.
- g. The Second Party accepts full responsibility for compliance with the provisions of this agreement, including liability for any commodities lost through its negligence.
- h. The Second Party shall distribute USDA food for consumption only to households whose eligibility can be determined by self declaration of gross income through completion of an Income Declaration Form Commodity Application Register (KY-FD-30-FB) indicating income below the levels published by the Kentucky Department of Agriculture, Division of Food Distribution and available on its website at www.kyagr.com and on the God's Pantry website at www.godspantry.org (income scale is based on current food stamp eligibility criteria as determined by the state. Said criteria are subject to change as required by federal or state law or regulation.) The EFO reserves the right upon written notice to the Second Party to adjust the eligibility criteria as necessary.
- i. The Second Party shall distribute foods to *eligible households* in the amounts shown in the Household Distribution Rate (KY-FD-54-FB). The EFO with prior approval from the Kentucky Department of Agriculture, Division of Food Distribution reserves the right upon written notice to

the Second Party to adjust the distribution rate set forth in the Household Distribution Rate as necessary based upon the amount of commodities made available by USDA to the state for distribution to qualifying participants. The Second Party specifically agrees that its rate of distribution will not exceed the statewide uniform rate as determined by the Kentucky Department of Agriculture. The Second Party may reduce its rate of distribution of a commodity(s) on the condition there is/are an insufficient quantity of the commodity(s) to ensure all needy households will be served. However, if deemed necessary, the rate may be reduced with prior approval from the EFO. In addition, households will be permitted to refuse any part of an allotment that they do not intend to use.

- j. Households shall reside in the specified geographic location served by the EFO at the time of applying for assistance, but length of residency shall not be used as an eligibility criterion, proof of residency is required. ***Effective August 1, 2009, each Local Distributing Agency (LDA or food pantry) for the distribution of household commodities will have a clearly identified and exclusive service area. This service area is the area within which clients must reside in order to receive TEFAP commodities from that location. This service area will not include any area for which another food pantry provides TEFAP commodities but all areas within each county will have coverage.***

It is the responsibility of the Local Agencies (food banks) to ensure that these service areas are established and that food pantries distribute only to households identified as residing in its service area.

The purpose of this policy is to curtail the practice of “pantry hopping” on the part of clients who may visit multiple food pantries in the same month in an attempt to obtain commodity foods in excess of the authorized household distribution.

- k. In accordance with 7 CFR Section 251.9(6)(g), the distribution of commodities shall not be used as a means for furthering the political interest of any individual party.
- l. The Commodities Procedural Instructions for Soup Kitchens and Food Pantries dated July 1, 1992, and revised 1997 Procedural Instructions for The Emergency Assistance Program (TEFAP) is hereby incorporated as if attached.
- m. The EFO retains the right to exclude any local organizations from program participation. The EFO is to be notified immediately, in writing, of a cancellation of a local agreement and the reasons for cancellation.
- n. Second Party accepts full responsibility for all foods until they have been distributed to eligible recipients.

- o. Second Party agrees to comply with instructions of the EFO in regard to transfer of all donated commodities remaining in Second Party's possession or control at the time of termination.
- p. Second Party assumes all risks of loss and to indemnify and hold the EFO, its offices, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgements, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries (including death) to persons and for loss of, damage to, or destruction of property arising out of or in connection with this contract.
- q. Second Party specifically understands and agrees that the EFO may revise the terms of this contract to reflect the requirements of any USDA approved state plan for emergency food distribution authorized by the provisions of Public Law 98-8 (7 U.S.C. 612c) as amended.
- r. Addendums, memorandums and updates to the information in this contract will be announced by email and posting on the God's Pantry website www.godspantry.org for those agencies with internet access and by regular mail for those without.

2. TERMINATION

Either party shall have the right to terminate this agreement for convenience at any time upon 30 days written notice served upon the other party by certified or registered mail with return receipt requested. In addition, either party may terminate this agreement immediately for cause upon written notice served upon the other party by registered or certified mail with return receipt requested.

3. DISCRIMINATION (BECAUSE OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, or DISABILITY) PROHIBITED

- a. The Second Party is to operate in accordance with the U.S. Department of Agriculture Policy, which prohibits discrimination on the basis of race, color, sex, age, national origin, or disability. Also, the Second Party agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause and on program participant's application.
- b. The Second Party agrees to comply with all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this contract.

4. DISCRIMINATION (BECAUSE OF HANDICAP) PROHIBITED

- a. The Second Party agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity receiving federal assistance.

- b. The Second Party agrees to comply with the provisions of the Americans with Disabilities Act of 1990, P.L. 101.336.

5. ACCESS TO AND MAINTENANCE OF RECORDS

- a. The Second Party agrees that the EFO and/or the USDA, Kentucky Department of Agriculture, the Comptroller General of the United States and/or the Kentucky Auditor of Public Accounts, and/or any of their duly authorized representative or agents including independent auditors, shall have access to any books, documents, papers, and records of the Second Party which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. Information from these records shall be provided to authorized personnel only.
- b. The Second Party agrees to maintain all records pertaining to this contract for a period of not less than (3) years plus current year after all matters pertaining to this contract (i.e., audit, settlement of audit exceptions, disputes,) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this contract).
- c. The Second Party agrees to permit staff of the EFO, persons acting for the EFO, and/or staff designated by appropriate federal and state agencies, to monitor and evaluate services being performed. The Second Party also agrees to submit all records and documentation of service provisions in regard to contract services when requested for monitoring purposes.

6. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES

The Second Party hereby certifies by his/her signature hereinafter that he/she is legally entitled to enter into the subject contract with the EFO and certifies that he/she is not and will not be violating either directly or indirectly any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390, 210.110, 210.990 (1), or any other applicable statute) or principle by the performance of this contract.

7. CHOICE OF LAW AND FORUM PROVISION

All questions as to the execution, validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action which is brought on the basis of this Agreement shall be filed in the Commonwealth of Kentucky.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION, LOWER TIER COVERED TRANSACTIONS:

The Second Party hereby certifies the following by signing of this agreement:

- a. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- b. The instructions for certification, which are an integral part of this certification have been read and agreed to by the Second Party.

SECOND PARTY (SUB-OUTLET)

EMERGENCY FEEDING ORGANIZATION (EFO)

Authorized Official Second Party

Marian F. Guinn
Chief Executive Officer
God's Pantry Food Bank

This facility is operated in accordance with U.S. Department of Agriculture policy, which prohibits discrimination on the basis of race, color, national origin, age, sex and disability.”