

AGREEMENT TO RECEIVE AND USE U.S.D.A. FOODS TO NEEDY PERSONS FOR HOME CONSUMPTION - TEFAP (THE EMERGENCY FOOD ASSISTANCE PROGRAM)

I. ORGANIZATION IDENTIFICATION

A. Organization Name: _____

Organization Address: _____

(Street)

(City)

(Zip)

Organization Contact Person: _____

Phone #: () _____

Organization must be Public tax supported _____ or Private non-profit (501C3) _____

If non-profit, you must provide proof of Federal tax-exempt status along with this application. Exempt status must be current. FEIN# _____

B. Distribution Site Name: _____

Distribution Address: _____

(If Different From Above)

(Street)

(City)

(Zip)

Distribution Contact Person: _____

Phone #: () _____

Contact Person Mailing Address: _____

(Street)

(City)

(Zip)

E-mail address (print clearly) _____

*After hours contact person: _____

*After hours telephone #: _____

*After hours information is only used in case of food safety holds or recalls.

II. Food Service Operations

A. ALL STORAGE AREAS

1. Does your organization date stamp or otherwise identify the food products in order to assure that products do not become outdated and are used on a "first in/first out" method? _____ Yes _____ No (If no, please explain) _____
2. Is the food properly secured to prevent theft? _____ Yes _____ No (If no, please explain) _____
3. Does your organization have a pest control contract sufficient to protect USDA food? _____ Yes _____ No

(If no, please explain) _____
a. Contracted with (specify company) _____
b. How often is your facility treated? _____
c. On the last pest control report, were there any problems?
_____ Yes _____ No (If yes, please explain) _____

4. Are all storage areas neat, orderly and moisture free? _____ Yes _____ No (If no, please explain) _____

5. Are all storage areas (dry, refrigerated, frozen) equipped with thermometers?
_____ Yes _____ No (If no, please explain) _____

6. Does your organization plan to (or currently) use commercial storage facilities?
_____ Yes _____ No
(If yes, list company, storage address, and attach a copy of your current storage agreement or contract.) _____

B. DRY STORAGE AREA (50°F-70°F)

1. Are the foods stored off the floor? _____ Yes _____ No
(If no, please explain) _____

2. What is the **average** temperature at which the foods are stored? _____

3. Is there adequate ventilation in all dry storage areas? _____ Yes _____ No
(If no, please explain) _____

4. Is the food stored apart from any product or non-food items which might contaminate or spoil the commodities? _____ Yes _____ No

C. REFRIGERATOR/COOLER STORAGE AREA (36°F-40°F)

1. Does your organization have refrigerator/cooler capacity? _____ Yes _____ No (If yes, please describe your capacity.) _____

D. FREEZER STORAGE AREA (0°F or below)

1. Does your organization have freezer capacity? _____ Yes _____ No (If yes, please describe your capacity.) _____

E. INVENTORY

1. Please describe your organizations inventory/usage system and record keeping procedures regarding the receipt, storage and use of foods. (Please attach a separate sheet if more room is needed.) _____

2. At what address is the TEFAP USDA foods stored? _____

III. OBLIGATIONS/RESPONSIBILITIES

In order to effectuate the distribution of USDA foods, the Kansas Department for Children and Families (DCF), and the organization identified above (Section I/Organization Identification), a public/private non-profit organization, as the participating organization, agree as follows:

- A. DCF will deliver at no charge USDA food to the above-named participating organization at one of the designated pick-up areas. The participating organization will receive prior notice of the pick-up date, location, and the amount of each food the participating organization is authorized to receive.
- B. The participating organization agrees that USDA foods will be used for household distribution to needy persons being distributed at no charge in the emergency feeding center(s) operated by the participating organization. In addition, the participating organization agrees to operate the program in compliance with the requirements with 7 CFR Part 250, 7 CFR Part 251, other regulations and policies referenced in 7 CFR Part 250 and Part 251, the State Plan and with the State Distributing Agencies written agreement with FNS (7 CFR Part 251.2(d)(1)(i) and 250.4(c)(1)) of the Regulations for Food Distribution. The participating organization also agrees to display in a prominent place in appropriate offices and food distribution areas, the USDA Title VI nondiscrimination poster "...And Justice for All" or an FNS approved substitute. The participating organization agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines as per FNS instruction 113-1.
- C. The participating organization agrees to comply with all requirements relating to food safety and food recalls with 7 CFR Part 250.4(c)(2)
- D. The participating organization agrees to acquire and maintain adequate insurance to cover the value of USDA commodities in their possession in case of damage or theft.
- E. The participating organization agrees that USDA foods will not be sold or bartered and will be used according to the guidelines established by DCF.
- F. The participating organization agrees that adequate storage will be maintained for USDA foods. The participating organization further agrees to be responsible for maintaining the continued fitness for human consumption of USDA foods while in its possession and control.
- G. The participating organization agrees that any activities conducted during a distribution which are unrelated to USDA foods will be operated under the following conditions: (1) That the person(s) conducting the activity make clear that the activity is not part of USDA foods; (2) that the person(s) conducting the activity make clear that participants need not cooperate with him or her in order to receive USDA foods; and (3) that the activity not interfere with the distribution of food. Impermissible activities include information not related to USDA food placed in or printed on bags or boxes;
- H. The participating organization is responsible to DCF for any improper distribution or use of, loss of, or damage to, USDA food which is caused by neglect, carelessness and/or willful mishandling on

the part of the organization. Participating organizations are therefore subject to repayment of claims established as a result of such loss, damage and/or improper distribution or use. Both DCF and participating organizations have a right to assert claims and take collection action against other persons to whom USDA foods are delivered for care, handling or distribution and subsequently lost, damaged and/or improperly distributed or used.

- I. The participating organization agrees to maintain a system for adequate inventory, disposition and reimbursement records. For a list of reimbursable expenditures see the Kansas Commodity Distribution Manual Section 6000. Records shall include but are not limited to; applicant household names, household declaratory statements, household size, as well as the quantity of USDA foods received, used, and on hand as well as any losses. The participating organization further agrees to fulfill established monthly reporting requirements.
- J. The participating organization agrees to compile and retain all records pertaining to the receipt and disposition of USDA foods to needy individuals or families, for a period of three (3) years following the federal fiscal year to which they pertain. In instances when claims action and/or audit findings have not been resolved, the records shall be retained as long as required for the resolution of such action or findings. The participating organization also agrees that these records and facilities may be examined by authorized federal or state personnel at any reasonable time. The participating organization understands that its participation in this program is a matter of public record and agrees that DCF may release its name and location to the press and other interested parties. The recipient agency understands that the identification, application and participation information of needy individuals or families is a confidential matter and agrees to keep all such records in a confidential manner, as required under applicable state and federal law.
- K. At the end of the Federal Fiscal Year, DCF Food Distribution Unit (FDU) will provide each participating organization a statement showing the value of donated foods received and any administrative funding that was reimbursed to the participating organization for distribution expenses. If your organization receives more than \$750,000 in Federal financial assistance you must have an annual audit on file as required by USDA Regulation 7 CFR Part 3052. These audits and their findings will be reviewed by DCF FDU to ensure corrective action (if any) are being completed.
- L. Civil Rights Compliance: 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, 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.
- M. A civil rights pre-award desk review will be conducted by DCF FDU prior to approving new participating organizations as per FNS Instruction 113-1, Section XIII, C.

IV. DURATION/CANCELLATION

- A. This Agreement is permanent with amendments to be made as necessary to ensure compliance with USDA regulations. This agreement is entered into between DCF and the above-mentioned participating organization and shall become effective immediately upon execution of the signature of both parties.
- B. This agreement may be terminated by either party at any time upon thirty (30) days written notice. If the participating organization ceases to exist or fails to perform according to the terms of this

agreement, DCF reserves the right to terminate this agreement immediately and transfer any existing inventory of USDA foods to another location.

DCF Food Distribution Unit Manager

Date

Organization Representative

Date

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov

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