

AGREEMENT BETWEEN FOOD PANTRY AND

FOR LOCAL OPERATION OF PROGRAMS ADMINISTERED UNDER DIRECTION OF THE LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY FOOD BANK PROGRAM

Name of Emergency Feeding Organization

Street Address

Mailing Address

City

State

Zip Code

Telephone Number

Contact Person

Days of Operation

Hours of Operation

The Food Bank and the Food Pantry whose name and address appear above enter into this Agreement for the performance of the following function briefly described as:

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

The Food Pantry agrees to immediately notify the Food Bank in writing if it alters its program in such a manner as to no longer be eligible for these USDA foods. The Food Pantry agrees to comply with all provisions of the Agreement, Regulations, and any amendments thereto, and any instructions, policies, or procedures issued in connection therewith. Specifically, the Food Pantry agrees to adhere to the following requirements:

- 1) Accept only the amount of commodities that can be stored without waste.
2) Provide adequate facilities for the handling and storage of commodities and properly safeguard the commodities against theft, spoilage, or other loss. USDA foods shall not be sold, exchanged, or otherwise disposed of without the approval of the Food Bank.
3) Operate the program in compliance with all State and Federal laws, and all rules and regulations and policies established by USDA, the Louisiana Department of Agriculture and Forestry and the Food Bank.
4) Provide verification of tax-exempt status under Internal Revenue Code.
5) Maintain a record of: (a) the names and addresses of all persons or households receiving USDA commodities; (b) the date food was given; (c) household size; and (d) signature of person who received food.
6) Soup kitchens must keep a record of the number of meals served on a daily basis.

- 7) Maintain accurate and complete records to document the receipt, disposal, and inventory of USDA commodities.
- 8) Not charge any individual for commodities received.
- 9) Permit representatives of USDA, the Louisiana Department of Agriculture and Forestry and the Food Bank to inspect donated foods in storage, or the facilities used in handling storage and to review or audit all commodity records at any reasonable time.
- 10) Submit all reports required by the Food Bank. Failure to file timely reports may be a basis for cancellation of this Agreement.
- 11) Report promptly all instances of lost commodities to the Food Bank. Lost commodities are those which have gone out of condition or that cannot be demonstrated by appropriate records to be in good condition and in the possession of the proper entity. Commodities may be lost through theft, damage, spoilage, infestation, sale or exchange, diversion to an improper use, improper distribution, explained inventory shortages, or other similar causes.
- 12) If the Food Pantry improperly uses any donated commodity or causes loss of or damage to a donated commodity, it may be required to pay for the lost commodities at a sum equal to the USDA value established at the time of the loss of or damage to a donated commodity.
- 13) The Food Pantry is responsible to the Food Bank for any improper distribution or use of donated foods, or for any loss of or damage to donated foods, or for any loss of or damage to donated foods caused by their fault or negligence. The Food Bank will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.
- 14) Comply with all applicable State and Federal laws, regulations and executive orders regarding non-discrimination on the basis of race, religion, color, national origin, sex, age or disability. Including but not limited to providing accommodations for those with Limited English Proficiency Disabilities. Also, comply with Policy Memorandum FD-138 -- Providing Beneficiary Referrals when necessary.
- 15) Not diminish normal expenditures for food because of receipt of federal commodities but to use this distribution as a supplement to other food sources.
- 16) Maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement (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 Agreement.
- 17) 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.
- 18) Food pantries that qualify to distribute USDA commodities to households must:
 - a. Distribute to households fairly and equitably on a "first come, first serve" basis;
 - b. Provide each eligible household with at least some food assistance if USDA commodities are on hand to the extent possible; provide same size households with similar amounts of USDA commodities;
 - c. If possible, give households of one to five people at least one unit of each commodity and each larger household at least two units of each commodity;
 - d. Recipients may refuse any items they do not need.
 - e. Commodities are to be distributed in original packages.

NON-DISCRIMINATION STATEMENT

Agency agrees to include the complete nondiscrimination statement and complaint handling procedures on application forms and all other forms of communication available to the public. In accordance with FNS 113-1 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: http://www.ascr.usda.gov/complaint_filing_cust.html, 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.

"This institution is an equal opportunity provider."
Rev 10/21/2016

These statements must be in bold print located in a prominent place on each document.

- A. Display in a prominent place in appropriate offices and facilities dispensing program benefits to participants or potential participants including outdoor recreation areas, the USDA Title VI nondiscrimination poster "...And Justice for All" or Program Aid Number 1224 poster or approved substitute having the nondiscrimination statement and complaint filing information.
- B. Have the capability of providing the above information in a bilingual manner where services are being delivered in a language minority area. This requirement can be met through the use of bilingual staff members, volunteers, and/or informational materials.

This Pantry, prior to making donated foods or administrative funds available to other distribution sites; that are under their direct organizational structure, will enter into a written agreement with these agencies. This document must mirror all aspects of this agreement in its entirety. A copy of these agreements and a list of these agencies must be provided to the Food Bank that includes: Name of Agency, physical address, day and hours of operation and a contact name and phone number.

EFFECTIVE PERIOD OF AGREEMENT

This Agreement shall become effective on the date executed and approved. This Agreement may be terminated upon 30 days written notice on the part of either party. The Food Bank may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the Food Pantry. Any termination of this agreement shall be in accordance with applicable laws and regulations. Upon any termination, the Food Pantry agrees to comply with instructions of Food Bank in regard to the transfer of all donated commodities remaining in its possession or control.

This Agreement is perpetual until, any changes are made within the Organization this Agreement represents. Any changes within the Organization of this Agreement must be reported immediately to the Food Bank and if necessary, a new Agreement must be signed and submitted.

ON BEHALF OF EMERGENCY
FEEDING ORGANIZATION
(LOCAL AGENCY)

ON BEHALF OF FOOD BANK

SIGNATURE

SIGNATURE

PRINT OR TYPE NAME

PRINT OR TYPE NAME

TITLE

TITLE

DATE

DATE