

## THE Commodity Supplemental Food PROGRAM (CSFP) Outreach AGREEMENT

THIS AGREEMENT, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ by and between the \_\_\_\_\_

(First Party)

hereinafter referred to as the Local Distributing Agency (LDA) and \_\_\_\_\_  
(Second Party) (Address of Second Party)

hereinafter referred to as the Second Party,

### WITNESSETH, THAT:

Whereas, the Local Agency, 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 emergency feeding organizations in accordance with 7 CFR Part 250 and 247 and the Hunger Prevention Act of 1988, P.L. 100-435.

Whereas, the Second Party is available, willing and qualified to perform this function, and the LA desires that the Second Party perform this function, beginning on the above date through \_\_\_\_\_.

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 issuance of USDA commodities.
  - a. At least one (1) but no more than three (3) of the LA staff shall have at least one (1) day of training provided by the LA staff.
  - b. Shall accept only the amount of commodities which will be issued to eligible recipients. In the event of any disagreement over amounts to be made available, the determination of the LA is final.
  - c. Shall provide facilities, adequate in the opinion of the LA, for the handling and distribution of commodities (including refrigeration for cheese if overnight storage is required) 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 LA.
  - d. 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. Supply LA with an accurate list of Eligible Recipients, for sites distributing food to households for home consumption and keep a copy of said list on file (provided by CSFP), including; 1) the number of households to whom food is distributed; 2) the names and addresses of all persons or **households** receiving foods; 3) dates of food distribution; 4) signature of household;. 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. Maintain a waiting list of eligible recipients in case more slots become available for the outreach program.
  - e. Shall submit such **reports** as are required by the LA 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 indicating income below the levels shown for the appropriate household size in the table below. (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 LA reserves the right upon written notice to the Second Party to adjust the eligibility criteria as necessary.

**ELDERLY INCOME ELIGIBILITY SCALE HOUSEHOLD ELIGIBILITY FOR USDA FOODS**

(Effective February 6, 2024)

| Household<br>Size                | Per<br>Month |
|----------------------------------|--------------|
| 1                                | \$ 1,632     |
| 2                                | \$ 2,215     |
| 3                                | \$ 2,798     |
| 4                                | \$ 3,380     |
| 5                                | \$ 3,963     |
| 6                                | \$ 4,546     |
| 7                                | \$ 5,129     |
| 8                                | \$ 5,712     |
| Each Additional<br>Family Member | \$ +583      |

- i. The Second Party shall distribute foods to *eligible seniors*. in the amounts determined by USDA.
- j. Households shall reside in the state of Kentucky at the time of applying for assistance, but length of residency shall not be used as an eligibility criterion.
- k. The Second Party will have a pest control plan of action in place.
- l. The second party shall follow all USDA regulations ad state and local food handling guidelines.
- m. The LA retains the right to exclude any local organizations from program participation. The LA 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 and shall return all commodities to LA warehouse that are not issued to eligible recipients..

- o. Second Party agrees not to diminish normal expenditures for food because of receipt of federal food commodities, but to use this distribution as a supplement to their other food sources.
- p. Second Party assumes all risks of loss and to indemnify and hold the LA, its offices, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments, 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. The second party will post the "And for Justice For All" poster in viewing area.
- r. Second party shall follow all the policies and procedures in the CSFP handbook.
- s. Second party shall provide or distribute nutritional information to eligible seniors.
- t. Second Party specifically understands and agrees that the LA 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.
- u. State agency has the discretion to allow a for-profit company to provide home delivery of CSFP food packages, if certain conditions are met. First, consistent with 7 CFR 250.4(c) and (d), an agreement or contract must be in place between the company and local agency which ensures that the delivery service adheres to all CSFP program regulations (see also 7 CFR 247.4). At a minimum, a contract or agreement for these delivery services must require the company to provide:
  - a. Safe storage and transportation of the foods in compliance with program regulations at 7 CFR 250;
  - b. Verification of the identity of each CSFP participant through a review of the participant's, or proxy's, identification before issuing the CSFP food package, consistent with 7 CFR 247.10(b);
  - c. All applicable records required by the State and local agency; and
  - d. An assurance that the privacy of participants will be maintained, consistent with 7 CFR 247.36.
  - e. Civil Rights training for delivery personnel.

If the local agency plans to use CSFP administrative funds to procure this service, they must follow procedures outlined in 2 CFR 200, subpart E, and all applicable State and local procurement regulations. If the for-profit company is donating its services, local agency does not need to follow procurement regulations, but must still have a contract or service agreement in place, preferably a no-cost contract or agreement.

In order to conduct deliveries in this way, Local agency must be aware that employees of the for-profit delivery service are not permitted to carry out key local agency responsibilities, such as making participant eligibility determinations (see 7 CFR 247.5(c)(1)-(8) listing the major local agency responsibilities). Such employees may not be considered proxies for participants. Additionally, CSFP food packages may not be dropped off at a door or left unattended at a pick-up location due to the requirement at 7 CFR 247.10(b) that participants or their proxies present identification before being issued a food package.

## 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 (gender identity and sexual orientation), 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 LA 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 LA, persons acting for the LA, 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 LA 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.

We do mutually agree to comply with the CSFP federal regulations (7 CFR part 247, as amended), Donation of Foods federal regulations (7CFR part 250, as amended) Uniform federal assistance regulations (7 CFR 3015, as amended).

SECOND PARTY (SUB-OUTLET)

Local Agency (LA)

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Authorized Official  
Second Party Signature

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Authorized LA  
Official Signature