

## STATE DISTRIBUTION PLAN FISCAL YEAR

The Commonwealth of Kentucky, Department of Agriculture (KDA), Division of Food Distribution, 107 Corporate Drive, Frankfort, KY 40601, the State Agency (SA) in its capacity as administering agency for The Emergency Food Assistance Program (TEFAP) will implement the procedures herein described effective **November 1, 2022**.

### I. Staffing

There **is Two position** charged 50% to TEFAP, which **is** the Administrative Branch Manager and Program Coordinator.

### II. Distribution System

SA contracts with six Food Banks across the Commonwealth. USDA commodities and Farms to Food Banks Projects are directly shipped to these six Food Banks.

The SA shall allocate USDA commodities offered by food bank, according to the poverty (60%) and unemployment (40%) figures from the most recent state census. Allocations are subject to commodity preferences, storage facilities, and delivery restrictions, minimum cases per stop, number of stops, etc.

The Food Banks, in turn, contract with eligible Food Pantries and On-site Feeding locations in their designated area. Contracts must be in place prior to distribution of food for household use or for the preparation of meals.

Food Banks are encouraged to expand coverage in their geographic area through outreach programs.

SA will allow a Local Distributing Agency to run a Kid's Café, backpack program or similar programs to distribute TEFAP foods to children on a weekly basis while also allowing the same or other ERAs to distribute TEFAP foods at other sites monthly.

SA will allow Food Banks to provide delivery services from a for-profit company to provide home delivery of TEFAP foods for household consumption. 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 TEFAP program regulations. At a minimum, a contract or service agreement for these delivery services must require that the company provide:

1. Safe storage and transportation of the foods (to include refrigerated and frozen foods) in compliance with program regulations at 7 CFR 250;

2. All applicable records required by the State or ERA, including at minimum a list of households distributed to; and
3. An assurance that the privacy of participants is maintained.

Additionally, applicable contracts or service agreements should include terms which ensure TEFAP program integrity is maintained, and participants ultimately receive program benefits.

If the ERA plans to use TEFAP 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 their services, **if** ERA does not need to follow procurement regulations, but must have a contract or service agreement in place, preferably a no-cost contract or agreement.

Note these service agreements should not be considered as ERA agreements described at 7 CFR 251.2(c)(2). For-profit companies do not meet the definition of an ERA at 7 CFR 251.3(d) and so may not enter into ERA agreements to operate TEFAP. Employees of the for-profit delivery services may not collect participant information or make eligibility determinations for new participants. Additionally, such employees may not be considered proxies for participants.

### III. Training

SA will conduct training with Local ERA at least once every two years. Training will include updates on current Federal, State and Local regulations. In addition, current monitoring procedures to be conducted by SA staff will be discussed.

### IV. Recordkeeping & Confidentiality Requirements

The local ERA must keep a record of all eligible clients on the register that the state has provided or a list that meets the requirements set by the state.

State will allow a Local Distributing Agency to run a Kid's Café, backpack program **or like have the program staff maintain** a list of households receiving backpacks at each distribution rather than having the household sign for each backpack.

**ERAs must restrict the use and disclosure of confidential applicant or participant information to people directly connected with administration or enforcement of TEFAP. Confidential information may be shared with other health and welfare programs for use in determining eligibility in those programs, or for program outreach, only with the consent of the participant.**

ERA's must also protect the confidentiality of any person making allegations or complaints against another individual participating in or administering TEFAP, except as necessary to investigate, hearing, or judicial proceeding.

V. Eligibility Criteria

The state eligibility criteria for receiving USDA foods as well as Farm to Food Banks projects for household use at the Food Pantry level are solely determined by self-declaration of gross income and residency. There is no requirement for the household to provide proof of its income level in conjunction with this method of eligibility determination. The scale is one hundred eighty-five percent (185%) of the annually published federal poverty income guideline. Participants must be residents of Kentucky.

The State eligibility also will include an automatic income eligibility of a household if a child in the household receives free or reduced-price meals through the National School Lunch Program (NSLP).

Upon receipt of the new income guidelines the Kentucky Department of Agriculture will then notify all the Food Banks of the change to the income guidelines.

Participants of prepared meals are needy and are not subject to a means test.

After TEFAP eligibility has been determined and communicated to the household, ERAs may collect additional information for reasons other than the TEFAP eligibility determination. Consistent with 7 CFR 251.5(b)(3), additional information cannot be required to receive USDA Foods.

VI. Distribution Rates

The maximum state distribution rates for USDA commodities for household use on a monthly or bi-monthly basis, as applicable, are contained in Attachment A.

Through the contract with the Food Banks, SA also reserves the right to reduce the distribution rate as necessary based upon the number of commodities made available by USDA to the SA for distribution to qualifying participants. Each Food Bank will agree that its Food Pantry rate of distribution will not exceed the statewide uniform rate as determined by SA. If adequate quantities are not available at the time of distribution, the distribution agency may reduce the given distribution rate(s).

If unusual additional quantities of USDA commodities become available, the SA may, at its discretion, temporarily authorize an increase in the maximum distribution rate for specific items.

## VII. Monitoring System

The SA monitoring system for all TEFAP commodities is as follows:

### A. Staffing

SA staff will be utilized to accomplish on-site program reviews.

#### Food Bank Reviews

SA staff will review at least 25% of the Food Banks annually, with each eligible agency being reviewed at least once every four years.

The review will include coverage of:

- a. storage facilities
- b. reconciliation of inventory (comparison of book and physical inventory)
- c. donated food loss reports
- d. civil rights compliance
- e. allocation records to Food Pantries and Soup Kitchens
- f. reimbursement reports
- g. acceptance of food compared to amount offered
- h. agreements between Food Bank and local agencies

### B. Food Pantry and Soup Kitchen Reviews

SA staff will review the lesser of one tenth or twenty Food Pantries and Soup Kitchens annually.

The review will include coverage of:

- a. storage facilities
- b. physical inventory
- c. donated food loss reports
- d. application registers (Food Pantry, only)
- e. civil rights compliance
- f. amount of food received from food bank in proportion to distribution
- g. variety of food that pantry and soup kitchen is ordering and accepting

### Corrective Action Procedures

The SA staff person, at the completion of each Food Bank, Food Pantry, or On-site Feeding review, will conduct an exit conference with the responsible agency person or site official. A confirmation letter will be mailed to the Food Bank responsible within 30 days after the review, outlining (1) a description of the deficiencies found, (2) specific recommendations for corrective action and (3) the timetable for corrective action. The Food Bank

responsible will be required to respond in writing within 30 days, describing the corrective action that has been taken. The SA will monitor the contracting agency's implementation of corrective action reports.

## VII. Financial

### A. Allocation Formula

Upon notifying the Federal allocation, that portion matches the SA portion for State level expenses and the amount required to reimburse the state contracted warehouse will be retained. The remainder, which will be a minimum of 40% TEFAP administrative funds allocated to the SA will be provided to the food banks and/or directly expended by the SA to cover administrative costs incurred by, or on behalf of, emergency feeding organizations. (7 CFR 251.8 (e) (4))

### B. Advances and Reimbursement

Each Food Bank will receive a \$25,000 advance payment at the beginning of the contract period if they are not currently operating as a TEFAP Food Bank. This advance payment is designed to help smaller agencies, which need the “start up money.” Each Food Bank will be reimbursed for distribution cost based on the total of Federal Grant Award multiplied by the poverty/unemployment rates in their Region up to their contract maximum. Food Banks will receive twelve equal monthly payments with adjustments being made as necessary depending on the current Grant Award/Line of Credit available. In accordance with the SA and Food Bank contract, the Food Banks will submit a monthly Reimbursement Report indicating the pounds distributed to the Food Pantries and Soup Kitchens. This will be attached to their monthly Consolidated Report. Food Banks may retain all funds, advances and reimbursements, only to the extent that they actually incur such costs and provide the SA with supporting documentation.

Each Food Bank has agreed to continue to distribute after their contracted amount of reimbursement has been exhausted. At no time will the Food Banks charge Food Pantries and Soup Kitchens for USDA commodities.

## VIII. TEFAP USDA Foods Advisory Council

One representative from each food bank will be a part of TEFAP USDA Foods Advisory Council to provide insight in to ordering process and program changes as well as the Farms to Food Banks projects. This council will consist of the SDA representative and a member from each food bank in the program. Each member of the council would have a chance to select products from the USDA food List to purchase. Also, when bonus items are available the SDA will provide each food bank with their fair share of the

product, and the choice of when the food bank would like it delivered. Other items this advisory council can provide valuable advice on how resources should be allocated among various eligible outlet types, what areas have the greatest need for food assistance, and other important issues that will help States to use their program resources in the most efficient and effective manner possible.

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USDA Approval Signature

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Date

HOUSEHOLD DISTRIBUTION RATE OF USDA COMMODITIES

MONTHLY DISTRIBUTION

Commodity	Unit Size	Household Size 1-3	Household Size 4-6	Household Size 7 & Up
Cereals	13oz/15oz/16oz/18oz	2 Max	3 Max	3 Max
Cheese	2# Block	1 Max	1 Max	1 Max
Dried Beans	2#	1	1	2
Figs/Prunes/Raisins/Dates	1#	2	2	3
Dried Fruit	2#	1	1	2
NFD Milk/Flour Mix /Potatoes	1#.4oz	1	1	1
Fresh Products	1unit	12	18	18
*Fresh Potatoes	5lb Bags	2	4	6
Frozen Fruits	2#	1	1	2
Frozen Meats	1# to 3#	1	2	3
Frozen Juice or Fruit Cups	4 oz	11	11	22
Fruits	#2cn - 300cn - 303cn	2 Ea. Max 4	3 Ea. Max 6	3 Ea. Max 6
Juices Canned	46 oz	1Ea. Max 2	1 Ea. Max 4	2 Ea. Max 4
Juices Bottles	64 oz Bottles	1 Ea. Max 1	1 Ea. Max 2	2 Ea. Max 3
Macaroni/Spaghetti	1# - 2#	2 Max	3 Max	4 Max
Meats/Fish/Tuna/Beef Stew	29oz - 14.75oz - 12oz	2Max	2 Max	3 Max
Peanut Butter	18oz - 2#	1	2	2
Pudding	3.5 oz	8	10	12
Rice/Potatoes	#300cn - #303 - 2#	2 Max	3 Max	3 Max
Roasted Nuts/Soup	12oz - 1# - #300cn	2	3	3
Soup 32oz	32 oz Carton	1	2	2
Shelf Stable Milk	Quart	2	4	6
Shelf Stable Milk 8oz	8oz	6	6	8
Spaghetti Sauce/Tomato Sauce	#300cn - #303cn	2 max	3 Max	4 Max
Vegetables	#300cn - #303cn	2 EA Max 4	3 Ea Max 6	3 Ea Max 6
Walnuts/Trail Mix	1#	1	2	2

These foods have a maximum amount that can be issued. For example if you have three (3) different vegetables you can only issue a total of four (4) cans of vegetables for (1-3) and a total of six (6) cans of vegetables for the other household categories.

\* Please note that if you do not have enough of these items you can reduce it.

BI-MONTHLY

Commodity	Unit Size	Household Size 1-3	Household Size 4-6	Household Size 7 & Up
Cereals	13oz/15oz/16oz/18oz	4 Max	6 Max	6 Max
Cheese	2 # Block	2 Max	2 Max	2 Max
Dried Beans	2#	2	2	4
Figs/Prunes/Raisins/Dates	1#	4	4	6
Dried Fruit	2#	2	2	4
NFD Milk/Flour Mix	1#.4oz	2	2	2
Fresh Products	1 unit	24	36	36
*Fresh Potatoes	5 lb Bags	4	8	12
Frozen Fruits	2#	2	2	4
Frozen Meats	1# to 3#	2	4	6
Frozen Juice or Fruit Cups	4.0 oz	22	22	44
Fruits	#2cn - 300cn - 303cn	4 Ea Max 8	6 Ea Max 12	6 Ea Max 12
Juices Canned	46 oz Canned	2 Ea Max 4	2 Ea Max 8	4 Ea Max 8
Juices Bottles	64 oz Bottles	2 Ea Max 3	2 Ea Max 6	3 Ea Max 6
Macaroni/Spaghetti	1# - 2#	4 Max	6 Max	8 Max
Meats/Fish/Tuna/Beef Stew	29oz - 14.75oz - 12oz	4 Max	4 Max	6 Max
Peanut Butter	18oz - 2#	2	4	4
Pudding	3.5 oz	16	20	24
Rice/Potatoes	#300cn - #303 - 2#	4 Max	6 Max	6 Max
Roasted Nuts/Soup	12oz - 1# - #300cn	4	6	6
Soup 32oz	32 Carton	2	3	3
Shelf Stable Milk	Quart	4	8	12
Shelf Stable Milk 8 oz	8 oz	18	18	24
Spaghetti Sauce/Tomato Sauce	#300cn - #303cn	4 Max	6 Max	8 Max
Vegetables	#300cn - #303cn	4 Ea Max 8	6 Ea Max 12	6 Ea Max 12
Walnuts/Trail Mix	1#	2	2	4

For quarterly distribution, multiply by three (3).

These foods have a maximum amount that can be issued. For example if you have three (3) different vegetables you can only issue a total of four (4) cans of vegetables for (1-3) and a total of six (6) cans of vegetables for the other household categories.

\* Please note that if you do not have enough of these items you can reduce it.