



<b>Agency Receives:</b>	
Federal Commodities	<input type="checkbox"/>
State Commodities	<input type="checkbox"/>

**THE EMERGENCY FOOD ASSISTANCE PROGRAM  
LOCAL DISTRIBUTOR AGREEMENT  
OCTOBER 1, 2020 TO SEPTEMBER 30, 2021**

1. This contract is entered into by and between **Freestore Foodbank** (hereinafter referred to as “Regional Agent - RA”), and \_\_\_\_\_ (hereinafter referred to as “Local Distributor - LD”). This contract is hereby created pursuant to the sub-grant awarded by the Ohio Department of Job & Family Services (ODJFS) to the Regional Agent, according to TEFAP, Catalog of Federal Domestic Assistance (CFDA) number 10.568 awarded by the United States Department of Agriculture, Food and Nutrition Service for Federal Fiscal Year 2021. This contract is not for research and development purposes.
  
2. LD agrees to receive TEFAP (hereinafter “Commodities”) from the RA for the purpose of storing and distributing said Commodities to the eligible population in its **County** of the Service Region.  
  
LD’s **County** of the Service Region consists of **(Only list the County where agency is physically located.)**  
  
\_\_\_\_\_
  - a) LD further agrees that in the performance of this contract, the LD shall not by reason of race, color, religion, sex, sexual preference, age, handicap, national origin, Vietnam-era veteran’s status, or ancestry, discriminate against any citizen of this state in the distribution of food commodities.
  - b) LD, its officers, employees, members, volunteers and subcontractors hereby affirm current and ongoing compliance with all statutes and regulations pertaining to The Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.
  
3. LD agrees to comply with all federal rules pertaining to TEFAP established in Title 7 of the Code of Federal Regulations, Part 250 (7 CFR 250) and 7 CFR 251; state program rules as established in the ODJFS Food Programs Manual; and the RA’s Regional Plan, which the LD certifies it has read and understands.
  
4. LD will provide the following products, services and activities:
  - a) A facility for the receipt, safe and secure storage and distribution of TEFAP commodities to eligible program participants;
  - b) An inventory control process;
  - c) A process to ensure utilization and retention, for a period of five years, of correct Eligibility to Take Food Home forms for program participants to complete and sign every time they receive TEFAP, OFP and/or ACP commodities; and
  - d) Monthly reports detailing distribution statistics of household composition for program participants receiving TEFAP, OFP and/or ACP commodities, due no later than 5<sup>th</sup> business day of month from the end of the month to which the report pertains.
  
5. The RA may periodically communicate specific requests and instructions to the LD concerning the performance of activities described in the contract. The LD will comply with any instructions or requests to the satisfaction of the RA within the time frame outlined in the instruction or request. RA and LD expressly understand that any requests or instructions are strictly to ensure the successful completion of activities described in Section 4 of this contract.

6. LD certifies that it is a non-profit organization and certifies that it has a tax exemption under section 501(c) 3 of the Internal Revenue Code. LD certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. LD must immediately notify RA of any revocation or suspension of LD's tax exemption or other license, approval or qualification to conduct business.
7. LD agrees that its officers, members and employees of the LD have no interest, personal or otherwise, direct or indirect, which is incompatible or in conflict with or would compromise in any manner or degree with the discharge and fulfillment of his or her functions and responsibilities under this contract. LD shall periodically inquire of its officers, members and employees concerning such interests.

Any person who acquires an incompatible, compromising or conflicting personal or business interest shall immediately disclose his or her interest to RA in writing. Thereafter, he or she shall not participate in any action affecting the work under this contract unless RA determines that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

8. LD certifies that no funds paid or food given to LD by the RA through this contract have been or will be used to lobby Congress or the Ohio General Assembly or any federal or state agency in connection with a particular contract, grant, cooperative agreement, loan, political candidate, party or policy. LD certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
9. LD agrees that it will not promise or give to any RA employee anything of value that is of such character as to manifest a substantial and/or improper influence upon the employee with respect to his/her duties.
10. LD agrees to maintain records relating to costs and food distributions incurred in the performance of this contract. Records must be maintained for five years after the final disbursement of food or money under the contract or until after completion of an audit which has been initiated before the expiration of five years, whichever is later. LD agrees to make available any such records for audit to the state or federal governments, or to the RA.
11. LD agrees to utilize only the current version of the official paper Eligibility to Take Food Home form (JFS 04221) or an approved electronic signature for eligibility and recordkeeping. The only electronic signature and recordkeeping systems approved by the Ohio Department of Job and Family Services are the Virtual Case Manager (VCM), Virtual Electronic Service Tracking Assistant (VESTA), PantryTrak and MPOWR.
12. LD affirms that it nor any of its principals, sub grantees or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transactions by any federal agency. LD also affirms that within three (3) years preceding this contract that it nor any of its principals:
  - a) Have been convicted of, or had civil judgment rendered against the for commission of fraud or other criminal offense in connections with obtaining, attempting to obtain, or performing a federal, state or local public transaction or contract under a public transaction; for violations of federal or state antitrust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or for receiving stolen property.
13. LD affirms that it, its principals, affiliated groups, or persons with a controlling interest in LD's organization are in compliance with ORC 2909.33 in that none of the aforementioned has provided material assistance to a terrorist organization.

