

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

**I. ORGANIZATION IDENTIFICATION**

Organization Name	<b>Sedgwick County Department on Aging</b>		
Organization Contact Person	<b>Harley Anderson</b>	<b>316-660-5148</b>	
Organization Address	<b>2622 W. Central Ave Suite #500</b>	Phone # <b>Wichita</b>	<b>67203</b>
	(Street)	(City)	(Zip)
Distribution Address (If Different From Above)	<b>11 various sites</b>		
	(Street)	(City)	(Zip)
E-mail address	<b><u>handerson@sedgwick.gov</u></b>		

\*After hours contact: **Harley Anderson**      \*After hours phone # **316-942-1218/841-0958**

\*Only for use in food safety holds or recalls.

**II. PERFORMANCE CONDITIONS**

In order to effectuate the distribution of USDA-donated commodities, the Kansas Department of Social and Rehabilitation Services (SRS) and the organization identified above (Section I/Organization Identification), a public/private non-profit organization, as the participating organization, agree as follows:

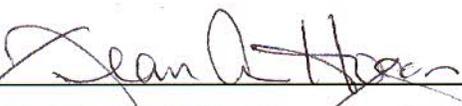
- A. SRS will issue USDA-donated commodities to the above named participating organization at one of the designated pick-up areas at no charge. The participating organization will receive prior notice of the pick-up date, location, and the amount of each commodity the participating organization is authorized to receive.
- B. The participating organization agrees that USDA-donated commodities 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 that all food will be distributed and used in accordance with 7 CFR Part 250 and 7 CFR Part 251 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 that USDA-donated commodities will not be sold or bartered and will be used according to the guidelines established by SRS.
- D. The participating organization agrees that adequate storage will be maintained for USDA-donated commodities. The participating organization further agrees to be responsible for maintaining the continued fitness for human consumption of USDA commodities while in its possession and control.
- E. The participating organization agrees that any activities conducted during a distribution which are unrelated to USDA-donated commodities 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-donated commodities; (2) that the person(s) conducting the activity make clear that participants need not cooperate with him or her in order to receive USDA-donated commodities; and (3) that the activity not interfere with the distribution of commodities. Impermissible activities include information not related to USDA-donated commodities placed in or printed on bags or boxes;
- F. The participating organization is responsible to SRS for any improper distribution or use of, loss of, or damage to, USDA-donated commodities 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 SRS and participating organizations have a right to assert claims and take collection action against other persons to whom USDA-donated commodities are delivered for care, handling or distribution and subsequently lost, damaged and/or improperly distributed or used.
- G. 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 commodities received, used, and on hand as well as any losses. The participating organization further agrees to fulfill established monthly reporting requirements.
- H. The participating organization agrees to compile and retain all records pertaining to the receipt and disposition of USDA-donated 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 SRS 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.

- I. At the end of the Federal Fiscal Year, SRS 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 \$500,000 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 SRS to ensure corrective action (if any) are being completed.
- J. 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.
- K. A civil rights preaward desk review will be conducted by SRS prior to approving new participating organizations as per FNS Instruction 113-1, Section XIII, C.

**III. DURATION/CANCELLATION**

- A. This Agreement is permanent with amendments to be made as necessary to insure compliance with USDA regulations. This agreement is entered into between SRS 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, SRS reserves the right to terminate this agreement immediately and transfer any existing inventory of USDA-donated commodities to another location.

 <hr style="border: 0.5px solid black;"/>	7/27/10 <hr style="border: 0.5px solid black;"/>	<hr style="border: 0.5px solid black;"/>	<hr style="border: 0.5px solid black;"/>
SRS Regional Director	Date	Organization Representative	Date

This institution is an equal opportunity provider.