

**THE EMERGENCY FOOD ASSISTANCE,
OHIO FOOD PURCHASE AND AGRICULTURE CLEARANCE PROGRAM CONTRACT
OCTOBER 1, 2023 TO SEPTEMBER 30, 2024**

1. This contract is entered into by and between **West Ohio Food Bank** (hereinafter referred to as “Regional Agent - RA”), and the _____ (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 RA, according to TEFAP, Catalog of Federal Domestic Assistance (CFDA) number 10.568 and 10.569 awarded by the United States Department of Agriculture, Food and Nutrition Service for Federal Fiscal Year 2021. The Federal Award Identification Number (FAIN) is 182OH55Y8105. This contract is not for research and development purposes.
2. LD agrees to receive TEFAP, OFP Commodities and when available ACP (hereinafter “Commodities”) from the RA for the purpose of storing and distributing said Commodities to the eligible population in its _____ area of the Service Region. LD’s area of the Service Region consists of the following county **and** city or zip codes(s): _____
 - a) LD further agrees that in the performance of this contract, the LD shall not by reason of race, color, national origin, age, sex, or disability, 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, 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, OFP and when available, ACP commodities to eligible program participants.
 - b) An inventory control process.
 - c) A process to ensure utilization and retention 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.
 - d) Monthly reports detailing distribution statistics of household composition for program participants receiving TEFAP, OFP and/or ACP commodities, due no later than 10 days from the end of the month to which the report pertains.
5. The RA’s CEO or Programs and Compliance Manager 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 with in 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.
7. LD agrees that it’s 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. The _____ written disclosure

of such interest shall be made to: Tommie Harner, West Ohio Food Bank, 1380 E. Kibby St., PO Box 1566, Lima, OH 45802-1566.

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 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 anti-trust statutes; for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or for receiving stolen property.
12. LD affirms that it, its principals, affiliated groups, or persons with a controlling interest in LD's organization are following ORC 2909.33 in that none of the aforementioned have provided material assistance to a terrorist organization.
13. Upon thirty days written notice to the other party, either party may terminate this contract, except that RA may terminate this contract immediately upon discovery of any illegal conduct on the part of the LD.
14. Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, RA may exercise any administrative, contractual, equitable or legal remedies available without limitation. The waiver of any occurrence of breach or default is not a waiver of such subsequent occurrences, and RA retains the right to exercise all remedies mentioned herein.
15. LD agrees that in the performance of this contract or in hiring of any employees for the performance work under this contract, the LD shall not by reason of race, color, national origin, age, sex, or disability, discriminate against any citizen of this state in the hiring and employment of a person qualified and available to perform the work to which the contract relates.

LD further agrees to hold all subcontractors and persons acting on behalf of LD in the performance of work under this contract, responsible for adhering to the requirements of the paragraph above and shall include the requirements in all subcontracts for work performed under this contract.
16. This contract shall be governed, construed and enforced in accordance with the laws of the State of Ohio, the ODJFS Food Programs manual and The Regional Plan. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of the contract shall not be affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.
17. This writing, the ODJFS Food Programs manual and the Regional Plan constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by writing, signed by the parties; however, it is agreed that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments.
18. All notices which are given pursuant to this contract shall be in writing and shall be valid when transmitted by electronic mail, personal delivery or through public or private postal service.

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the CEO of West Ohio Food Bank.

Local Distributor:

Signature Date

Print Name

Print Organization Name

Print Organization **Location** Street Address

Print Organization **Location** City, County & Zip Code

Print Organization **Mailing** Street Address (If different)

Print Organization **Mailing** City & Zip Code (If different)

Organization Area Code and Phone Number

Organization Federal I.D. Number

Contact Person's Email Address

**Sub Regional Agent
Representative:**

Dena Hedrick Date
Programs Director

West Ohio Food Bank
1380 E. Kibby St., PO Box 1566
Lima, OH 45802-1566

Organization Days and Hours Open to Public:

How Often can the Same Person/Family Access Food Services a month?

If the Organization has a Website, Please Identify the URL:

www. _____