

# **The Emergency Food Assistance Program**

**(TEFAP)**

## **FOOD DISTRIBUTION PROGRAM HANDBOOK 2016**

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES  
FOOD DISTRIBUTION DIVISION  
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**Steven Troxler, Commissioner**

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# THE EMERGENCY FOOD ASSISTANCE PROGRAM

## INTRODUCTION

### **Background:**

The Emergency Food Assistance Program, formerly the Temporary Emergency Food Assistance Program, was implemented in 1981. The goal was to reduce inventories and storage costs of surplus USDA foods through distribution to needy households. The 1990 Farm Bill reauthorized TEFAP through 1995 and changed the name by dropping the word “temporary”. The Emergency Food Assistance Program (TEFAP) provides for millions of low-income and unemployed people to receive USDA foods from the U.S. Department of Agriculture (USDA). Today, some foods distributed under TEFAP are in surplus; others are specifically purchased for TEFAP with funds appropriated by Congress.

### **Selection of Emergency Feeding Organizations:**

The state agency is responsible for the selection and approval of Emergency Feeding Organizations (EFO’s). The selected agency must be a non-profit approved agency as determined by the Internal Revenue Service guidelines as established in the 501(c)(3) approval process.

### **Allocation of USDA Foods to States:**

States are allocated USDA foods based upon criteria selected and applied by USDA. North Carolina allocates USDA foods to approved EFO’s based upon need factors obtained from the North Carolina Department of Health and Human Services (NC DHHS) on an annual basis.

### **Distribution of USDA Foods:**

The approved EFO is charged with the responsibility of distributing available USDA foods in accordance with established USDA and NCDA&CS, Food Distribution guidelines.

### **Eligibility Requirements:**

To be eligible for participation in the Food Distribution Program, an individual is required to either; (1) be an active, approved NC Food and Nutrition Services participant, or (2) meet the Secretary of Agriculture’s income poverty guidelines based upon household income and size.

## **AGREEMENT**

### **TEFAP-1 (Exhibit I)**

The United States Department of Agriculture (USDA) regulations require the North Carolina Department of Agriculture and Consumer Services, Food Distribution (NCDA&CS, Food Distribution) to have a permanent agreement with those agencies that have had prior approval to receive USDA foods. A copy of the agreement document should be maintained on file at the EFO Administrative Office.

#### **Available Foods:**

The USDA foods distributed vary depending on agricultural market conditions. The foods must be nutritious, have a long shelf life, and be available in sufficient quantities for nationwide distribution. TEFAP foods may include flour, canned meat or poultry, peanut butter, canned beans or other vegetables, fruits, juice and other similar products. These foods are provided in package sizes that are suitable for household use. The TEFAP food package is intended as a supplement of other sources of foods, and not intended to be used as a household's primary food source.

### **ALLOCATION OF FOOD FOR DISTRIBUTION (Exhibit II)**

USDA allocates product to NCDA&CS, Food Distribution on a quarterly basis. Allocations are based on need received from North Carolina Department of Health and Human Services, Division of Social Services. This is then applied to the available number of cases of product available. The result is an equitable pro-rate share of products allocated in each approved EFO.

It is important that each EFO return the quarterly request by the date indicated on the form. This will enable the food distribution agency to reallocate quantities of product to the EFO's that have requested more than their respective county's allocation.

EFO's have the opportunity to request amounts of product in excess of their allocation. NCDA&CS, Food Distribution does not guarantee that these requests will be honored in full due to limited inventory available for relocation.

Complete and return the Food Request Form by entering your planned distribution date(s) as well as your delivery date.

## RECEIVING AND STORAGE OF FOOD

### Receiving

The EFO should verify:

- The product being delivered
- The quantity being delivered
- Condition of product

If there are exceptions, the shipment should be verified (for above-listed conditions) before signing the shipping invoice. In the event anything is questionable, products or portions thereof should be rejected or conditionally accepted. Each exception should be noted on the actual delivery invoice and signed by both the receiving party and the NCDA&CS truck driver. (Exhibit III)

### Storage

The storage of USDA foods involves two major areas which are conditions and practices. EFO employees should familiarize themselves with State and County health codes that may supersede these storage guidelines.

#### A. Storage Conditions

Storage conditions are those factors that must be considered in order to prevent the premature deterioration of USDA foods.

1. Temperature
  - a. Food must be stored at proper temperatures. Refer to the invoice for the storage code. (Exhibit III)
  - b. Temperature in freezers, refrigerators/coolers are required to be checked and recorded seven out of seven days and checked when known or potential power losses have occurred. It is highly recommended to record dry storage seven out of seven days. Required temperatures are as follows: (Exhibit IV)

|              |              |
|--------------|--------------|
| Freezer:     | -10°F to 0°F |
| Cooler:      | 35°F to 45°F |
| Dry Storage: | 50°F to 70°F |

2. Air Circulation
  - a. Air circulation is important for frozen, chilled, and dry storage areas.
  - b. USDA foods should be stacked on pallets or shelves with at least four inches of wall and floor clearance and two feet ceiling clearance.

#### B. Storage Practices

Storage practices are those ongoing activities which maintain the USDA foods in a clean and secure environment.

1. First In, First Out

USDA foods should be stacked so that the foods with the oldest pack dates are in front and are used first. Note: If food is taken out of the original cases, the can/containers should be marked with the pack date.
2. Stacking
  - a. Stacks should not be so high as to cause bursting or crushing of the bottom layers.
  - b. All USDA foods should be crossed-stacked to keep the stack solid in order to prevent accidents.
  - c. USDA foods should not be stacked near sources of steam or heat.
3. Protection of Food in Storage
  - a. Foods should be checked regularly for signs of deterioration.
  - b. Inspections should be made regularly for torn sacks and broken cartons.
  - c. Storage areas and freezers/coolers should be maintained in a clean and orderly manner.
  - d. Monthly extermination treatments are recommended; however, if necessary, they should be done more often.
  - e. Food should be stored away from pesticides, cleaning supplies, and paper products.
  - f. Foods should be stored so that they are secure from theft.

#### **ELIGIBILITY CRITERIA AND CERTIFICATION**

There are two eligibility criteria established for the program. They are as follows:

- A. NC Food and Nutrition Services (NC FNS) recipients are automatically eligible to participate in the TEFAP program.
- B. TEFAP-3 USDA FOODS APPLICATION (Exhibit V)  
The application should be completed during pre-certification or on-site certification.

**General Instructions for Completion of TEFAP-3 Application:**

It is suggested that all forms used for certification will be color-coded (by using different colored paper for each distribution reduces the probability of photocopying the completed form if the EFO elects to pre-certify potential recipients). Note: *This is not a requirement, but recommended as a management tool.*

- A. Enter the applicant's name and the complete address.
- B. Inquire if the applicant received NC FNS. (Line A)
- C. To qualify an applicant according to the income scale, total the gross monthly income for the entire household. The total income must be within the allowable maximum for the respective household size. (Exhibit VI)
  - 1. Accept self-declaration of income. It is not necessary to see check stubs, social security cards, or other documentation since TEFAP is not a test program.
  - 2. Part 250 of the Federal Regulations defines a household as a group of related or unrelated individuals living as one economic unit (excluding boarders and residents of institutions) for whom food is customarily purchased and prepared in common. It also means a single individual living alone.
- D. Indicate the number of persons in the household. (Line C)
- E. If the applicant is eligible, place an "X" by "Approved" (For Office Only 1) and enter time frame. Complete by signing and dating as certifying official.
- F. If applicant's income/household size exceeds the income scale, place an "X" by "Not Approved". (For Office Use Only 1) Complete this application, obtain the signature of the applicant and maintain the application for the file.
- G. Remind the applicant of their rights statement on the form.
- H. Authorized Representatives:
  - 1. The Department of Agriculture requires that anyone representing another's household at certification must have a statement authorizing them to apply on behalf of the applicant.
  - 2. Obtain the representative's signature on the line "Signature of Recipient" and indicate representative status.
  - 3. Attach the applicant's authorization to the TEFAP-3 Form.

## **DISTRIBUTION RATES AND DISTRIBUTION PROCESS**

### **I. Recommended Distribution Rates (Exhibit VII)**

### **II. Distribution**

#### **A. Authorization Letters**

1. Authorization letters generated from NC FNS are mailed to recipients.
2. All letters must be checked for proper signatures at the distribution site.
  - a. The client or designee must sign as the person receiving the product at the site.
  - b. An agency staff member, or volunteer checking the distribution must sign and date as the distributing official.
  - c. For any person picking up USDA foods for a NC FNS household, the household head must signify permission by listing that person's name on the left side of the letter and sign his name on the right side of the letter.
  - d. The person acting as the representative must sign their own name as the person actually receiving the product at the site.
  - e. All marks must be duly executed and witnessed.

#### **B. Distribution Self-Declared Income TEFAP-3 (Exhibit V)**

1. All application forms for the distribution may be color coded. No old forms are to be accepted.
2. Obtain the recipient's signature on the line for recipient. Have "X" marks duly executed and witnessed. Ex: "X" mark has mark witnessed by John Doe.
3. If the recipient is not picking up their own food, the name of the authorized person must appear on the TEFAP-3 or an attached note authorizing that person to pick up the food, that same authorized person must sign as the person receiving the food.
4. Double-check the distribution amounts with the distribution scale to make sure the amounts have not been altered if the amounts were completed at pre-certification.
5. Any corrections made by the distributing official should be indicated by initials or the worker's last name.
6. Sign as the distributing official and enter the date of distribution.
7. All forms and/or letters must be collected at the end of the distribution line.

## **REPORTING**

The reports from each EFO must be submitted to the state agency by the thirtieth (30<sup>th</sup>) day of the month following distribution. The required monthly reports are:

- I. TEFAP-4: Please complete according to instructions on the form. Distribution records are counted according to Food Stamp or Self-Declared Income records as well as household size. The reviewer may list and total each group of distribution records and record the food items received. These totals will indicate the total amount of food distributed by household size. (Exhibit VIII)

Allowable Reimbursement Cost:

**A. LABOR**

Prorate staff salaries based on a documented roster of actual hours utilized for the distribution process. Include prorated fringe benefits as a part of the total labor costs.

Individuals employed to assist in the distribution process total labor costs may be paid. Documentation for individuals and copies of vouchers must be mentioned in files.

**B. STORAGE**

Rental costs or lease for storage are allowable. This includes the cost of storage space, forklift, space heaters, trucks and/or refrigerated trucks, if used for storage. Rental costs must be pro-rated if food other than USDA food or other items are stored in the space. Use allowances for buildings owned by the EFO are not allowable either for storage or office space.

**C. TRANSPORTATION**

Cost of transportation of food to sites or sub-outlets is reimbursable. If county-owned vehicles are used, only mileage is reimbursable and must be documented.

Reimbursement for the use of forklifts, pallet jacks, hand trucks, and/or refrigerated trucks if used for transportation, traffic cones, barricades, etc. are allowable. These items must be documented by invoice and vouchers. No "Lease to Purchase" is allowable.

**D. PRINTING/POSTAGE**

Only directly related printing cost are allowable. These must be supported by invoice or a record of copies and postage.

#### E. OTHER

All items purchased that are directly related to the distribution process must be duly receipted and documented. Reimbursement is allowable for contracted services to civic, school, or religious groups.

#### F. REIMBURSEMENT

Reimbursement cannot be paid until all costs incurred by the EFO have been duly executed. NCDA&CS, Food Distribution has the authority to change the rate of reimbursement, contingent upon available USDA funds.

### II. Record of Transfer Form NCD-78 (Exhibit IX)

Transfer forms should be sent immediately upon transfer of foods. Also, a copy should be attached to the TEFAP-4 Report.

- A. Food may be transferred to state warehouses or an approved agency. Only **full** cases may be transferred to state warehouses. Telephone the respective warehouse or the state agency for prior approval.
- B. Complete the state approved form as indicated.

### III. TEFAP-4A (Exhibit X)

Follow instructions on form

### IV. TEFAP-12 (Exhibit XI)

The EFO completes page one for each distribution site. Upon completion of distribution the distribution official completes page 2 and forwards to the EFO.

## POLICIES COVERING THE LOSSES OF USDA FOODS

The following statements briefly outline the actions to be taken with respect to the losses of USDA foods which occur at the distributing agency level.

Occasionally USDA foods are lost after delivery to an EFO. USDA foods are considered lost if one or more of the following situations have occurred:

1. Damage, spoilage, or infestation (foods have become “out-of-Condition”, which means unfit for human consumption.)
2. Theft
3. Improper distribution (Example: Foods which have been distributed to ineligible recipients or foods distributed in excess of approved rates).
4. Diversion to an improper use
5. Sale or exchange
6. Other similar causes

#### **USDA FOOD LOSS REPORT (Exhibit XII):**

When a loss of food of \$250.00 or more occurs after delivery to an EFO, a claim determination must be made and documentation must be forwarded to the USDA Regional Office for concurrence with a claim determination by NCDA&CS, Food Distribution. In this event, if the EFO is found to have not been at fault in the loss, there is no claim. If, however, the EFO is found to be negligent, a claim for the value of the food must be pursued by NCDA&CS, Food Distribution. All payments must be made by check, payable to “USDA-Food and Nutrition Service” and sent to NCDA&CS, Food Distribution regardless of the dollar amount involved. The checks will then be forwarded by NCDA&CS, Food Distribution to the USDA Regional Office. Also, if a claim is accessed the agency can choose to replace USDA foods with like kind.

#### **REVIEWS (Exhibit XIII)**

##### Requirements

The Administrative Review is required every two (2) years according to NCDA&CS, Food Distribution regulations.

This is an annual review of one third or fifty sites, whichever is fewer, within the state. This is based on sites that serve the most households.

The Administrative Review includes the following documents and records:

- A. Agreement/Agreements
- B. Self-Declared Income Records (TEFAP-3)
- C. NC FNS Distribution Records

- D. Training Records
- E. Documentation of cost incurred for reimbursement purpose

Training is not a regulatory requirement; however, each EFO should provide training for office staff and site personnel in program duties and responsibilities prior to beginning program operations. Additional training sessions should be provided at least annually. The file should contain an agenda or outline of the topics discussed at the sessions, dates they were held and a list of names of the persons who attended. EFO's are encouraged to document this in their files. The EFO should have a plan for training those who missed the regular training session and for new employees or volunteers.

#### Monitoring Records

The EFO should conduct a pre-approval visit to each facility before it is approved. The visit is made to discuss the program and to verify that the facility is functional in regards to Food Distribution activities. This visit should be documented. Monitoring visits should be made to assess compliance with record keeping and other program requirements.

We do not have a required form; however, the EFO should develop one for use. Information concerning the location and dates of each facility review, and problem noted, and the corrective action prescribed and executed should be on file.

#### Verification of Costs

Records, invoices or any other type of documentation must be provided to verify the costs that have been submitted for reimbursement on the TEFAP-4 Form.

#### Exit Conference

The completed document will be presented to the EFO supervisor for discussion and written response.

#### The Site and Civil Rights Review (Exhibit XIV)

The Site and Civil Rights review is required every two years. This review is primarily an observation for Civil Rights compliance. On-site storage review, applications and distribution records are included.

## Retention of Records

Retention of records should be maintained for a period of five (5) years.

- End -



4. Maintain records on the actual costs incurred for storage and distribution of USDA foods, as directed by NCDA&CS-FDD. "Storage and distribution costs" means direct costs incurred by an EFO for storage, transportation, and distribution of USDA foods to households. All contracts and purchases, which are to be reimbursed under The Emergency Food Assistance Program, will be awarded on a competitive basis. Procedures and policies as contained in the Fiscal Control Act will be applicable.
5. Retain all records for a period of five (5) years from the close of the Federal fiscal year (October 1-September 30) to which they pertain.
6. Permit representatives of NCDA&CS-FDD or of USDA to inspect USDA foods in storage, or the facilities used in the handling or storage of such USDA foods, and to review or audit all records, including financial records, at any reasonable time.
7. Submit all reports required by NCDA&CS-FDD. Failure to file timely reports may be a basis for cancellation of this Agreement.
8. Improper Distribution or Loss of or Damage to USDA Foods: If the Recipient Agency improperly distributes or uses any USDA foods or causes loss of or damage to a USDA food through its failure to provide proper storage, care, or handling, it shall pay to the NCDA&CS-FDD a sum equal to the value of any USDA foods lost. At its option, the NCDA&CS-FDD may permit the Recipient Agency to replace the USDA foods. Upon the happening of any event creating a claim in favor of the Recipient Agency against a warehouseman, carrier, or other person, for the loss of or damage to a USDA food, the Recipient Agency shall take all action necessary to obtain restitution.
9. Distribute USDA foods only to households whose eligibility is documented by one (1) of the methods specified by NCDA&CS-FDD. NCDA&CS-FDD reserves the right to change the eligibility criteria for households without prior notice.

The State eligibility criteria for the receipt of USDA foods by households are as follows:

- NC Food and Nutrition Services participant, or
  - Completion of a signed, self-declaration income statement (application) showing that the total amount of household income is below the level shown for the appropriate size household. NCDA&CS-FDD will provide the Income Eligibility Scale by Policy Memorandum.
10. Right of Inspection and Audit: Representatives of USDA or the NCDA&CS-FDD may inspect USDA foods in storage or the facilities used in the handling or storage of such USDA foods and may inspect and audit all records including financial records and reports pertaining to the distribution of USDA foods and may review or audit the procedures and methods used in carrying out the requirements of this part at any reasonable time and place.

All parties to the agreement shall adhere to CFR Title 2, Part 200: Any Grantee that receives \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Federal Clearing House. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

## CIVIL RIGHTS ASSURANCE

Nondiscrimination: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to by:

- 1) Mail:  
U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- 2) Fax: (202) 690-7442; or
- 3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of service without consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient or any improvements made with Federal financial assistance extended to the program applicant by the department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the EFO agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on NCD&CS-FDD and the EFO, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person or persons whose signatures appear on this agreement are authorized to sign this assurance on behalf of the program applicant.

11. The EFO accepts full responsibility for compliance with the provisions of this Agreement, including liability for any USDA foods lost through negligence or for any reimbursement received for costs inadequately documented. This responsibility is held equally by EFOs, which distribute USDA foods to other organizations for provisions to needy persons.

**EFFECTIVE PERIOD OF AGREEMENT**

This agreement shall become effective on the date executed and approved and shall remain in effect until terminated. This agreement may be terminated upon thirty (30) days written notice on the part of either party hereto, and NCDA&CS-FDD may terminate this agreement immediately upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the EFO. Any termination of the agreement by NCDA&CS-FDD shall be in accord with the applicable laws and regulations.

Upon any termination, the EFO agrees to comply with instructions of NCDA&CS-FDD in regard to transfer of all USDA foods remaining in its possession or control.

The aforementioned terms and conditions agreed to for this agency by authority duly given:

\_\_\_\_\_  
Name of Emergency Feeding Organization

\_\_\_\_\_  
Administrator Title

\_\_\_\_\_  
Type or print above official's name RA Code

\_\_\_\_\_  
Date

=====

**FOR STATE USE ONLY**

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, BUTNER, NORTH CAROLINA

APPROVED:

\_\_\_\_\_  
Signature of Director, FOOD DISTRIBUTION DIVISION

\_\_\_\_\_  
Date

\_\_\_\_\_



Steven W. Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services  
*Food Distribution Division*

Gary W. Gay  
Director

**MEMORANDUM**

TO: Directors of Emergency Feeding Organizations

FROM: Gary W. Gay *GWG*

DATE: August 12, 2015

SUBJECT: ALLOCATION OF USDA FOOD FOR  
**October – November - December 2015**

The attached document, "Allocation of USDA Donated Food", indicates your pro-rata share of food available for the October, November and December 2015 quarter. Please complete the attached Food Request Form indicating the quantities you desire to receive for the quarter or indicate **NO and return request if you choose not to distribute.**

The foods available are:

|                     |         |                  |         |
|---------------------|---------|------------------|---------|
| Applesauce          | 24/#300 | Cranberry Sauce  | 24/#300 |
| Beans Green         | 24/#300 | Ham Frz          | 12/3#   |
| Cereal Corn Flakes  | 12/18oz | Juice Apple      | 8/64oz  |
| Cherries Dried      | 8/2#    | Juice Grapefruit | 8/64oz  |
| Chicken Can         | 12/15oz | Macaroni         | 20/1#   |
| Chicken Leg Qtr Frz | 4/10#   | Peanut Butter    | 12/18oz |
| Corn                | 24/#300 | Pork Can         | 24/24oz |

Please complete and return the quarterly Food Request form no later than **September 1, 2015.**

**Reimbursement rate will remain at 5%.**

If you should need additional information please do not hesitate to contact Susan Wilder of my staff.

Your support and cooperation is greatly appreciated.

GWG/sw

TO: Food Distribution Division  
 NC Department of Agriculture  
 PO Box 659  
 Butner, NC 27509-0659

RETURN BY  
September 1, 2015

SUBJECT: Food Request Form for USDA Donated Food

We desire to receive an allocation of USDA foods for distribution to needy households.

YES \_\_\_ NO \_\_\_

II. The amounts which we wish to receive are as follows:

AMOUNTS DESIRED

COMMODITY                      OCT                      NOV                      DEC

| COMMODITY        | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> |
|------------------|------------|------------|------------|
| APPLESAUCE       | CASES      | CASES      | CASES      |
| BEANS GREEN      | CASES      | CASES      | CASES      |
| CEREAL           | CASES      | CASES      | CASES      |
| CHERRIES         | CASES      | CASES      | CASES      |
| CHICKEN CAN      | CASES      | CASES      | CASES      |
| CHICKEN LEG QTR  | CASES      | CASES      | CASES      |
| CORN             | CASES      | CASES      | CASES      |
| CRANBERRY SAUCE  | CASES      | CASES      | CASES      |
| HAM FRZ          | CASES      | CASES      | CASES      |
| JUICE APPLE      | CASES      | CASES      | CASES      |
| JUICE GRAPEFRUIT | CASES      | CASES      | CASES      |
| MACARONI         | CASES      | CASES      | CASES      |
| PEANUT BUTTER    | CASES      | CASES      | CASES      |
| PORK CAN         | CASES      | CASES      | CASES      |

DISTRIBUTION DAY                      \_\_\_\_\_ 2015                      \_\_\_\_\_ 2015                      \_\_\_\_\_ 2015

DELIVERY DATE: \_\_\_\_\_

COUNTY                      AGENCY                      SIGNATURE

EMAIL ADDRESS \_\_\_\_\_

| APR-MAY-JUN 2016 | CHICKEN  |             | CRANBERRY |            | CRANBERRIES |            | GRT NRTN | JUICE  | JUICE ORANGE | PEANUT | PORK   |          | SALMON   |             |
|------------------|----------|-------------|-----------|------------|-------------|------------|----------|--------|--------------|--------|--------|----------|----------|-------------|
|                  | CANNED   | LEG QTR FRZ | CORN      | JUICE CONC | DRIED       | BEANS, DRY | ORANGE   | FROZEN | BUTTER       | PEARS  | PEAS   | CANNED   | RAISINS  | CANNED      |
| COUNTY NAME      | 24/15 OZ | 4/10#       | 24#300    | 12/11.5 OZ | 16/30 OZ    | 12/2 LB    | 6/64 OZ  | 70/40Z | 12/18 OZ     | 24#300 | 24#300 | 24/24 OZ | 24/15 OZ | 24/14.75 OZ |
| BRUNSWICK        | 105      | 359         | 152       | 439        | 127         | 166        | 226      | 106    | 285          | 161    | 161    | 165      | 226      | 277         |
| CLEVELAND        | 147      | 502         | 212       | 615        | 177         | 233        | 316      | 148    | 399          | 225    | 225    | 231      | 317      | 388         |
| GRAVEN           | 94       | 323         | 138       | 395        | 114         | 150        | 203      | 95     | 256          | 144    | 144    | 148      | 203      | 249         |
| JONES            | 15       | 50          | 21        | 62         | 18          | 23         | 32       | 15     | 40           | 23     | 23     | 23       | 32       | 39          |
| NORTHAMPTON      | 40       | 135         | 57        | 166        | 48          | 63         | 85       | 40     | 108          | 61     | 61     | 62       | 85       | 105         |
| RAHDOLPH         | 152      | 521         | 220       | 638        | 184         | 242        | 328      | 153    | 414          | 233    | 233    | 240      | 329      | 403         |
| ROWAN            | 148      | 505         | 213       | 618        | 179         | 234        | 318      | 149    | 402          | 226    | 226    | 232      | 319      | 391         |
| WARREN           | 36       | 124         | 53        | 152        | 44          | 58         | 78       | 37     | 99           | 56     | 56     | 57       | 78       | 96          |
| WASHINGTON       | 22       | 76          | 32        | 93         | 27          | 35         | 48       | 22     | 60           | 34     | 34     | 35       | 48       | 59          |
| WILSON           | 111      | 380         | 161       | 466        | 134         | 176        | 239      | 112    | 302          | 170    | 170    | 175      | 240      | 294         |
| TOTAL            | 870      | 2975        | 1257      | 3644       | 1052        | 1380       | 1873     | 877    | 2365         | 1333   | 1333   | 1368     | 1877     | 2301        |
| MANNA FB         |          |             |           |            |             |            |          |        |              |        |        |          |          |             |
| AVERY            | 17       | 57          | 24        | 70         | 20          | 26         | 36       | 17     | 45           | 25     | 25     | 26       | 36       | 44          |
| BUNCOMBE         | 230      | 786         | 332       | 962        | 278         | 365        | 494      | 232    | 625          | 352    | 352    | 362      | 496      | 608         |
| CHEROKEE         | 33       | 113         | 48        | 139        | 40          | 53         | 71       | 33     | 90           | 51     | 51     | 52       | 72       | 88          |
| CLAY             | 13       | 43          | 18        | 53         | 15          | 20         | 27       | 13     | 35           | 19     | 19     | 20       | 27       | 34          |
| GRAHAM           | 12       | 40          | 17        | 48         | 14          | 18         | 25       | 12     | 31           | 18     | 18     | 18       | 25       | 31          |
| HAYWOOD          | 67       | 228         | 96        | 280        | 81          | 106        | 144      | 67     | 182          | 102    | 102    | 105      | 144      | 177         |
| HENDERSON        | 80       | 272         | 115       | 333        | 96          | 126        | 171      | 80     | 216          | 122    | 122    | 125      | 171      | 210         |
| JACKSON          | 33       | 112         | 47        | 138        | 40          | 52         | 71       | 33     | 89           | 50     | 50     | 52       | 71       | 87          |
| MACON            | 37       | 127         | 54        | 155        | 45          | 59         | 80       | 37     | 101          | 57     | 57     | 58       | 80       | 98          |
| MADISON          | 29       | 99          | 42        | 121        | 35          | 46         | 62       | 28     | 78           | 44     | 44     | 45       | 62       | 76          |
| MCDDOWELL        | 59       | 201         | 85        | 246        | 71          | 93         | 126      | 59     | 160          | 90     | 90     | 92       | 127      | 155         |
| MITCHELL         | 18       | 63          | 27        | 77         | 22          | 29         | 40       | 18     | 50           | 28     | 28     | 29       | 40       | 49          |
| POLK             | 18       | 60          | 26        | 74         | 21          | 28         | 38       | 18     | 48           | 27     | 27     | 28       | 38       | 47          |
| SWAIN            | 18       | 63          | 27        | 77         | 22          | 29         | 40       | 19     | 50           | 28     | 28     | 29       | 40       | 49          |
| TRANSYLVANIA     | 31       | 106         | 45        | 130        | 37          | 49         | 67       | 31     | 84           | 47     | 47     | 49       | 67       | 82          |
| YANCEY           | 22       | 75          | 32        | 92         | 26          | 35         | 47       | 22     | 60           | 34     | 34     | 34       | 47       | 58          |
| TOTAL            | 717      | 2445        | 1035      | 2995       | 863         | 1134       | 1539     | 720    | 1944         | 1094   | 1094   | 1124     | 1543     | 1893        |

| APR-MAY-JUN 2018 | CHICKEN  | CHICKEN     |        | CRANBERRY  | CRANBERRIES | GRT NRTN   | JUICE   | JUICE ORANGE | PEANUT   |        |        | PORK     | SALMON   |             |
|------------------|----------|-------------|--------|------------|-------------|------------|---------|--------------|----------|--------|--------|----------|----------|-------------|
|                  | CANNED   | LEG QTR FRZ | CORN   | JUICE CONC | DRIED       | BEANS, DRY | ORANGE  | FROZEN       | BUTTER   | PEARS  | PEAS   | CANNED   | RAISINS  | CANNED      |
| COUNTY NAME      | 24/15 OZ | 4/10#       | 24#300 | 12/11.5 OZ | 16/30 OZ    | 12/2 LB    | 8/64 OZ | 70/40Z       | 12/18 OZ | 24#300 | 24#300 | 24/24 OZ | 24/15 OZ | 24/14.75 OZ |
| FB OF SE NC      |          |             |        |            |             |            |         |              |          |        |        |          |          |             |
| BLADEN           | 58       | 200         | 84     | 244        | 71          | 93         | 126     | 59           | 159      | 89     | 89     | 92       | 126      | 154         |
| CUMBERLAND       | 387      | 1324        | 559    | 1620       | 468         | 614        | 833     | 390          | 1053     | 592    | 592    | 609      | 835      | 1023        |
| HOKE             | 58       | 199         | 84     | 244        | 70          | 92         | 125     | 59           | 158      | 89     | 89     | 92       | 126      | 154         |
| ROBESON          | 267      | 911         | 385    | 1115       | 322         | 423        | 573     | 268          | 725      | 408    | 408    | 419      | 575      | 704         |
| SAMPSON          | 90       | 308         | 130    | 377        | 109         | 143        | 194     | 91           | 245      | 138    | 138    | 142      | 194      | 238         |
| TOTAL            | 860      | 2942        | 1242   | 3600       | 1040        | 1365       | 1851    | 867          | 2340     | 1316   | 1316   | 1354     | 1856     | 2273        |
| FBWNC            |          |             |        |            |             |            |         |              |          |        |        |          |          |             |
| ALAMANCE         | 145      | 495         | 209    | 605        | 175         | 229        | 311     | 146          | 393      | 221    | 221    | 228      | 312      | 382         |
| ALEXANDER        | 37       | 127         | 54     | 156        | 45          | 59         | 80      | 37           | 101      | 57     | 57     | 58       | 80       | 98          |
| ALLEGHANY        | 15       | 53          | 22     | 65         | 19          | 24         | 33      | 16           | 42       | 24     | 24     | 24       | 33       | 41          |
| ASHE             | 32       | 110         | 46     | 134        | 39          | 51         | 69      | 32           | 87       | 49     | 49     | 51       | 69       | 85          |
| CALDWELL         | 87       | 298         | 126    | 364        | 105         | 138        | 187     | 88           | 237      | 133    | 133    | 137      | 188      | 230         |
| CASWELL          | 31       | 107         | 45     | 131        | 38          | 50         | 67      | 31           | 85       | 48     | 48     | 49       | 67       | 83          |
| DAVIDSON         | 168      | 574         | 243    | 703        | 203         | 266        | 361     | 169          | 457      | 257    | 257    | 264      | 362      | 444         |
| DAVIE            | 31       | 105         | 44     | 128        | 37          | 49         | 66      | 31           | 83       | 47     | 47     | 48       | 66       | 81          |
| FORSYTH          | 306      | 1047        | 442    | 1281       | 370         | 485        | 658     | 308          | 832      | 468    | 468    | 482      | 660      | 809         |
| GUILFORD         | 532      | 1819        | 769    | 2226       | 643         | 844        | 1144    | 536          | 1447     | 814    | 814    | 837      | 1148     | 1406        |
| IREDELL          | 104      | 354         | 150    | 433        | 125         | 164        | 223     | 104          | 282      | 158    | 158    | 163      | 223      | 274         |
| ROCKINGHAM       | 117      | 399         | 168    | 488        | 141         | 185        | 251     | 117          | 317      | 178    | 178    | 184      | 252      | 308         |
| STOKES           | 41       | 139         | 59     | 171        | 49          | 65         | 88      | 41           | 111      | 62     | 62     | 64       | 88       | 108         |
| SURRY            | 90       | 308         | 130    | 377        | 109         | 143        | 194     | 91           | 245      | 138    | 138    | 142      | 194      | 238         |
| WATAUGA          | 24       | 82          | 35     | 101        | 29          | 38         | 52      | 24           | 66       | 37     | 37     | 38       | 52       | 64          |
| WILKES           | 92       | 314         | 133    | 385        | 111         | 146        | 198     | 93           | 250      | 141    | 141    | 145      | 198      | 243         |
| YADKIN           | 36       | 123         | 52     | 150        | 43          | 57         | 77      | 36           | 98       | 55     | 55     | 56       | 77       | 95          |
| TOTAL            | 1888     | 6454        | 2727   | 7898       | 2281        | 2993       | 4059    | 1900         | 5133     | 2887   | 2887   | 2970     | 4069     | 4989        |
| METROLINA        |          |             |        |            |             |            |         |              |          |        |        |          |          |             |
| ANSON            | 43       | 146         | 62     | 179        | 52          | 68         | 92      | 43           | 116      | 65     | 65     | 67       | 92       | 113         |
| BURKE            | 91       | 309         | 131    | 379        | 109         | 144        | 195     | 91           | 246      | 138    | 138    | 142      | 195      | 239         |
| CABARRUS         | 125      | 428         | 181    | 523        | 151         | 198        | 269     | 126          | 340      | 191    | 191    | 197      | 270      | 331         |
| CATAWBA          | 165      | 565         | 239    | 692        | 200         | 262        | 356     | 167          | 450      | 253    | 253    | 260      | 357      | 437         |
| GASTON           | 248      | 848         | 358    | 1038       | 300         | 393        | 533     | 250          | 674      | 379    | 379    | 390      | 535      | 655         |
| LINCOLN          | 70       | 238         | 101    | 292        | 84          | 111        | 150     | 70           | 190      | 107    | 107    | 110      | 150      | 184         |
| MECKLENBURG      | 836      | 2858        | 1207   | 3498       | 1010        | 1326       | 1797    | 842          | 2273     | 1278   | 1278   | 1315     | 1803     | 2210        |
| MONTGOMERY       | 34       | 117         | 49     | 143        | 41          | 54         | 74      | 34           | 93       | 52     | 52     | 54       | 74       | 90          |
| RUTHERFORD       | 90       | 309         | 130    | 378        | 109         | 143        | 194     | 91           | 245      | 138    | 138    | 142      | 195      | 239         |
| STANLY           | 60       | 206         | 87     | 252        | 73          | 96         | 130     | 61           | 164      | 92     | 92     | 95       | 130      | 159         |
| UNION            | 130      | 443         | 187    | 542        | 156         | 205        | 278     | 130          | 352      | 198    | 198    | 204      | 279      | 342         |
| TOTAL            | 1892     | 6467        | 2732   | 7916       | 2285        | 3000       | 4068    | 1905         | 5143     | 2891   | 2891   | 2976     | 4080     | 4999        |

| APR-MAY-JUN 2018 | CHICKEN  | CHICKEN     |         | CRANBERRY  | CRANBERRIES | GRT NRTHN  | JUICE   | JUICE ORANGE | PEANUT   |         |         |  | PORK     |          | SALMON      |
|------------------|----------|-------------|---------|------------|-------------|------------|---------|--------------|----------|---------|---------|--|----------|----------|-------------|
|                  | CANNED   | LEG QTR FRZ | CORN    | JUICE CONC | DRIED       | BEANS. DRY | ORANGE  | FROZEN       | BUTTER   | PEARS   | PEAS    |  | CANNED   | RAISINS  | CANNED      |
| COUNTY NAME      | 24/15 OZ | 4/10#       | 24/#300 | 12/11.5 OZ | 16/30 OZ    | 12/2 LB    | 8/84 OZ | 70/40Z       | 12/18 OZ | 24/#300 | 24/#300 |  | 24/24 OZ | 24/15 OZ | 24/14.75 OZ |
| ALBEMARLE        |          |             |         |            |             |            |         |              |          |         |         |  |          |          |             |
| BEAUFORT         | 62       | 213         | 90      | 261        | 75          | 99         | 134     | 63           | 170      | 95      | 95      |  | 98       | 135      | 165         |
| BERTIE           | 40       | 135         | 57      | 166        | 48          | 63         | 85      | 40           | 108      | 61      | 61      |  | 62       | 85       | 105         |
| CAMDEN           | 6        | 21          | 9       | 25         | 7           | 10         | 13      | 6            | 17       | 9       | 9       |  | 10       | 13       | 16          |
| CHOWAN           | 21       | 72          | 31      | 88         | 26          | 34         | 45      | 21           | 57       | 32      | 32      |  | 33       | 46       | 56          |
| CURRITUCK        | 15       | 50          | 21      | 61         | 18          | 23         | 31      | 15           | 40       | 22      | 22      |  | 23       | 32       | 39          |
| DARE             | 18       | 63          | 27      | 77         | 22          | 29         | 40      | 19           | 50       | 28      | 28      |  | 29       | 40       | 49          |
| GATES            | 12       | 40          | 17      | 49         | 14          | 19         | 25      | 12           | 32       | 18      | 18      |  | 18       | 25       | 31          |
| HERTFORD         | 43       | 146         | 62      | 179        | 52          | 68         | 92      | 43           | 116      | 65      | 65      |  | 67       | 92       | 113         |
| HYDE             | 7        | 24          | 10      | 29         | 8           | 11         | 15      | 7            | 19       | 11      | 11      |  | 11       | 15       | 18          |
| MARTIN           | 37       | 126         | 53      | 154        | 44          | 58         | 79      | 37           | 100      | 56      | 56      |  | 58       | 79       | 97          |
| PASQUOTANK       | 47       | 162         | 69      | 199        | 57          | 75         | 102     | 48           | 129      | 73      | 73      |  | 75       | 102      | 125         |
| PERQUIMANS       | 16       | 54          | 23      | 67         | 19          | 25         | 34      | 16           | 43       | 24      | 24      |  | 25       | 34       | 42          |
| TYRRELL          | 5        | 18          | 8       | 23         | 7           | 9          | 12      | 5            | 15       | 8       | 8       |  | 8        | 12       | 14          |
| TOTAL            | 329      | 1124        | 477     | 1378       | 397         | 523        | 707     | 332          | 896      | 502     | 502     |  | 517      | 710      | 870         |
| FBNC             |          |             |         |            |             |            |         |              |          |         |         |  |          |          |             |
| CARTERET         | 49       | 169         | 71      | 206        | 60          | 78         | 106     | 50           | 134      | 75      | 75      |  | 78       | 106      | 130         |
| CHATHAM          | 40       | 136         | 57      | 166        | 48          | 63         | 85      | 40           | 108      | 61      | 61      |  | 62       | 86       | 105         |
| COLUMBUS         | 94       | 322         | 136     | 394        | 114         | 149        | 202     | 95           | 256      | 144     | 144     |  | 148      | 203      | 249         |
| DUPLIN           | 67       | 230         | 97      | 281        | 81          | 107        | 144     | 68           | 183      | 103     | 103     |  | 106      | 145      | 178         |
| DURHAM           | 240      | 819         | 346     | 1002       | 289         | 380        | 515     | 241          | 651      | 366     | 366     |  | 377      | 517      | 633         |
| EDGECOMBE        | 121      | 414         | 175     | 508        | 146         | 192        | 260     | 122          | 329      | 185     | 185     |  | 190      | 261      | 320         |
| FRANKLIN         | 65       | 223         | 94      | 272        | 79          | 103        | 140     | 66           | 177      | 100     | 100     |  | 102      | 140      | 172         |
| GRANVILLE        | 53       | 180         | 76      | 220        | 64          | 83         | 113     | 53           | 143      | 80      | 80      |  | 83       | 113      | 139         |
| GREENE           | 26       | 89          | 38      | 109        | 32          | 41         | 56      | 26           | 71       | 40      | 40      |  | 41       | 56       | 69          |
| HALIFAX          | 113      | 387         | 163     | 474        | 137         | 179        | 243     | 114          | 308      | 173     | 173     |  | 178      | 244      | 299         |
| HARNETT          | 117      | 399         | 168     | 488        | 141         | 185        | 251     | 117          | 317      | 178     | 178     |  | 183      | 251      | 308         |
| JOHNSTON         | 156      | 533         | 225     | 652        | 188         | 247        | 335     | 157          | 424      | 238     | 238     |  | 245      | 336      | 412         |
| LEE              | 69       | 235         | 99      | 287        | 83          | 109        | 148     | 69           | 187      | 105     | 105     |  | 108      | 148      | 182         |
| LENOIR           | 92       | 313         | 132     | 383        | 111         | 145        | 197     | 92           | 249      | 140     | 140     |  | 144      | 198      | 242         |
| MOORE            | 68       | 234         | 99      | 286        | 83          | 109        | 147     | 69           | 186      | 105     | 105     |  | 108      | 148      | 181         |
| NASH             | 110      | 375         | 156     | 459        | 132         | 174        | 236     | 110          | 298      | 168     | 168     |  | 172      | 236      | 290         |
| NEW HANOVER      | 173      | 591         | 250     | 723        | 209         | 274        | 372     | 174          | 470      | 264     | 264     |  | 272      | 373      | 457         |
| ONSLow           | 116      | 395         | 167     | 483        | 140         | 183        | 248     | 116          | 314      | 177     | 177     |  | 182      | 249      | 305         |
| ORANGE           | 64       | 219         | 93      | 268        | 77          | 102        | 138     | 65           | 174      | 98      | 98      |  | 101      | 138      | 169         |
| PAMLCO           | 13       | 43          | 18      | 52         | 15          | 20         | 27      | 13           | 34       | 19      | 19      |  | 20       | 27       | 33          |
| PENDER           | 55       | 189         | 80      | 231        | 67          | 88         | 119     | 56           | 150      | 85      | 85      |  | 87       | 119      | 146         |
| PERSON           | 46       | 156         | 66      | 191        | 55          | 72         | 98      | 46           | 124      | 70      | 70      |  | 72       | 98       | 121         |
| PITT             | 188      | 642         | 271     | 786        | 227         | 298        | 404     | 189          | 511      | 287     | 287     |  | 295      | 405      | 496         |
| RICHMOND         | 80       | 274         | 116     | 336        | 97          | 127        | 173     | 81           | 218      | 123     | 123     |  | 126      | 173      | 212         |
| SCOTLAND         | 68       | 233         | 99      | 286        | 82          | 108        | 147     | 69           | 186      | 104     | 104     |  | 107      | 147      | 180         |
| VANCE            | 89       | 303         | 128     | 371        | 107         | 141        | 191     | 89           | 241      | 136     | 136     |  | 139      | 191      | 234         |
| WAKE             | 454      | 1553        | 656     | 1900       | 549         | 720        | 976     | 457          | 1235     | 694     | 694     |  | 714      | 979      | 1200        |
| WAYNE            | 156      | 532         | 225     | 652        | 188         | 247        | 335     | 157          | 423      | 238     | 238     |  | 245      | 336      | 412         |
| TOTAL            | 2982     | 10188       | 4303    | 12484      | 3601        | 4724       | 6406    | 3001         | 8101     | 4556    | 4556    |  | 4685     | 6423     | 7874        |



**North Carolina Department of Agriculture**  
**NC Dept of Agr - BUTNER (919) 575-4490**

Truckload: 3,221  
 Tractor: \_\_\_\_\_  
 Trailer: \_\_\_\_\_

February 25, 2016 

RA Code: 0-092-01-000-EFO

Invoice Number: B-109772 (reprint)

Route: 35

Delivery Date: 02/25/2016

Delivery Time: 08:00 AM

**Recipient Agency**

DIRECTOR  
 FOOD BANK OF CENTRAL & EASTERN NC  
 3808 TARHEEL DRIVE  
 RALEIGH, NC 27609  
 (919) 875-0707

**Food will be shipped to**

FOOD BANK OF CENTRAL & EASTERN NC  
 3808 TARHEEL DRIVE (FROZEN) & DRY  
 RALEIGH, NC 27609  
 (919) 875-0707

The following allocation of food is made to your agency. Carefully check the shipment to insure that the USDA Foods indicated are all received in good condition. Any shortage or damage must be indicated on all copies of the allocation and acknowledged by the NCDA representative.

| Units                  | Material # | Commodity      | Storage Code       | Unit-Size          | Unit Value    | Total Value                       |
|------------------------|------------|----------------|--------------------|--------------------|---------------|-----------------------------------|
| 120                    | 100139     | Pork Cnd 24 Oz | 1                  | 24/24 Oz Can       | 47.44         | 5,692.80                          |
| 1,309                  | 100223     | Pears 300      | 1                  | 24/#300 Can        | 21.39         | 27,999.51                         |
| <b>Non-Bonus Value</b> |            |                | <b>\$33,692.31</b> | <b>Bonus Value</b> | <b>\$0.00</b> | <b>= Total Value: \$33,692.31</b> |

\_\_\_\_\_ Pallets Delivered      \_\_\_\_\_ Pallets Received in Exchange      **Total Weight: 40,503 LBS**

Stock Clerk: \_\_\_\_\_ Driver: \_\_\_\_\_

The shipment of food listed above has been requested and received in full and in good condition, except as may be noted under remarks.

Date: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_  
(signature required)

Remarks (Damages, Shortages, etc.)

## Food Storage Temperature Chart

Agency \_\_\_\_\_

Dry Storage Area - Recommended Temperature 50°F - 70°F

Cooler Storage Area - Recommended Temperature 35°F - 45°F

Freezer Storage Area - Recommended Temperature -10°F - 0°F

Circle One

Circle One

Refrigerator, Freezer, or Dry Storage

Refrigerator, Freezer, or Dry Storage

| Month / Day / Year | Temperature | Checked By |
|--------------------|-------------|------------|
| / 1 /              |             |            |
| / 2 /              |             |            |
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| Month / Day / Year | Temperature | Checked By |
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| / 31 /             |             |            |

***If temperatures are not within recommended range, take immediate corrective action to avoid food loss.***

TEFAP-3  
Revised 4/2016

**USDA FOODS APPLICATION**

I am applying to be an eligible recipient to receive USDA food.

- A. I receive Food & Nutrition Services: \_\_\_\_\_ Yes  
 \_\_\_\_\_ No
- B. My household's gross income is \$ \_\_\_\_\_ yearly monthly weekly
- C. The number in my household is \_\_\_\_\_ persons.
- D. The following persons are authorized to pick up my food:

1. \_\_\_\_\_ 2. \_\_\_\_\_

Name \_\_\_\_\_  
 \_\_\_\_\_  
*Signature of Applicant* \_\_\_\_\_ *Date* \_\_\_\_\_ *County* \_\_\_\_\_

Address: \_\_\_\_\_

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by mail at U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

**FOR OFFICE USE ONLY:**

1. Certification:  
 \_\_\_\_\_ Approved for months of \_\_\_\_\_ through \_\_\_\_\_ 20\_\_\_\_  
 \_\_\_\_\_ Not Approved  
 \_\_\_\_\_  
 Certifying Official \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ *Date* \_\_\_\_\_ *Title* \_\_\_\_\_

2. Distribution

|                       |  |                         |  |  |  |
|-----------------------|--|-------------------------|--|--|--|
| Applesauce 24/#300    |  | Cranberry Sauce 24/#300 |  |  |  |
| Beans, Green 24/#300  |  | Ham Frz. 12/3#          |  |  |  |
| Cereal Corn 12/18oz   |  | Juice Apple 8/64oz      |  |  |  |
| Cherries Dried 8/2#   |  | Juice Grapefruit 8/64oz |  |  |  |
| Chicken Can 24/15oz   |  | Macaroni 20/1#          |  |  |  |
| Chicken Leg Qtr 4/10# |  | Peanut Butter 12/18oz   |  |  |  |
| Corn 24/#300          |  | Pork Can 24/24oz        |  |  |  |

3. Issued by: \_\_\_\_\_  
 \_\_\_\_\_ *Signature of Distributing Official* \_\_\_\_\_ *Date* \_\_\_\_\_

**IMPORTANT-----READ THIS STATEMENT BEFORE SIGNING FOR FOOD(S):**

I understand that any misrepresentation of need, sale, or misuse of the foods I have received is prohibited and could result in a fine, imprisonment, or both. (Sec. 211 E, PL 96-494 and Sec. 4C, PL 93-86 as amended)

Received by: \_\_\_\_\_  
 \_\_\_\_\_  
*Signature of Recipient*



Steven W. Troxler  
Commissioner

North Carolina Department of Agriculture  
and Consumer Services  
*Food Distribution Division*

Gary W. Gay  
Director

**MEMORANDUM**

**TO:** Directors of Emergency Feeding Organizations

**FROM:** Gary W. Gay *GWG*

**DATE:** September 22, 2015

**SUBJECT:** Income Eligibility Guidelines

Attached is the Income Eligibility Guidelines effective **October 1, 2015 through September 30, 2016.**

The income scale reflects 200% of the poverty level and is used for households qualifying for the Emergency Food Assistance Program participation by self-declaration of income.

GWG/kw

Attachment

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES**

**FOOD DISTRIBUTION DIVISION**

**THE EMERGENCY FOOD ASSISTANCE PROGRAM**

**INCOME ELIGIBILITY GUIDELINES FOR  
HOUSEHOLD ELIGIBILITY FOR USDA FOODS**

**Effective October 1, 2015 through September 30, 2016**

**Household Gross Income Must Be Below Level of Appropriate Size Household**

**HOUSEHOLD SIZE    PER YEAR                      PER MONTH                      PER WEEK**

|  |                 |                |                |
|--|-----------------|----------------|----------------|
| <b>1</b>   | <b>\$23,544</b> | <b>\$1,962</b> | <b>\$453</b>   |
| <b>2</b>   | <b>\$31,872</b> | <b>\$2,656</b> | <b>\$613</b>   |
| <b>3</b>   | <b>\$40,200</b> | <b>\$3,350</b> | <b>\$773</b>   |
| <b>4</b>   | <b>\$48,504</b> | <b>\$4,042</b> | <b>\$933</b>   |
| <b>5</b>   | <b>\$56,832</b> | <b>\$4,736</b> | <b>\$1,093</b> |
| <b>6</b>   | <b>\$65,160</b> | <b>\$5,430</b> | <b>\$1,253</b> |
| <b>7</b>   | <b>\$73,464</b> | <b>\$6,122</b> | <b>\$1,413</b> |
| <b>8</b>   | <b>\$81,792</b> | <b>\$6,816</b> | <b>\$1,573</b> |
| <b>EACH<br/>ADDITIONAL<br/>FAMILY<br/>MEMBER</b> | <b>\$8,328</b>  | <b>\$694</b>   | <b>\$160</b>   |



James A. Graber  
Commissioner

North Carolina  
Department of Agriculture  
and Consumer Services  
Food Distribution Division

Gary W. Gay  
Director

MEMORANDUM

TO: DIRECTORS OF EMERGENCY FEEDING ORGANIZATIONS

FROM: GARY W. GAY *GWG*

DATE: MAY 25, 2000

SUBJECT: POLICY MEMORANDUM NUMBER 002  
TEFAP DISTRIBUTION RATES

We would like to alert you of change that has come about in the Federal Regulations in 7 CFR Parts 250 and 251. The federal requirement concerning distribution rates has been stricken from the regulations. USDA has now left it up to individual states to implement distribution rates.

Beginning July 1, 2000, we will have a recommended statewide distribution rate. We will publish a distribution rate and agencies that wish to continue using our rate can follow this one, however, if you decide to establish your own rate of distribution, you do not have to submit a request in writing. We will try this on a six-month trial period. At the end of December, we will evaluate the past six months and a decision will be made whether to make this policy permanent or discontinue it.

I am asking you that when you pick a distribution rate you stick with it through the quarter. I feel that an agency could run into some problems if they let the rate fluctuate during a quarter. Some recipients may look at this and feel they are being discriminated against if they see other recipients receiving more food than they received.

GWG:sw



RECOMMENDED DISTRIBUTION RATES  
EFFECTIVE July 1, 2000

Exhibit VII

| NUMBER OF PERSONS                 | 1-3 |  | 4+ |  | NUMBER OF PERSONS                 | 1-3 |  | 4+ |  |
|-----------------------------------|-----|--|----|--|-----------------------------------|-----|--|----|--|
|                                   |     |  |    |  |                                   |     |  |    |  |
| Almonds<br>12/2# bag              | 1   |  | 2  |  | Orange Juice<br>12/46 oz. can     | 1   |  | 2  |  |
| Apple Juice<br>12/46 oz. can      | 1   |  | 2  |  | Peaches, cling<br>24/#300 can     | 1   |  | 2  |  |
| Applesauce<br>24/#300 can         | 1   |  | 2  |  | Peaches, sliced, FRZ<br>12/2# pkg | 1   |  | 2  |  |
| Apricots<br>24/#300 can           | 1   |  | 2  |  | Peanut Butter<br>12/18 oz. Jar    | 1   |  | 2  |  |
| Beef, Frz<br>36/1# pkg            | 1   |  | 2  |  | Pears<br>24/#300 can              | 1   |  | 2  |  |
| Beef Roast, Frz<br>8/4# pkg       | 1   |  | 2  |  | Peas<br>24/#300 can               | 1   |  | 2  |  |
| Beef Stew<br>24/24 oz. cans       | 1   |  | 2  |  | Pinto Beans<br>12/2# bag          | 1   |  | 2  |  |
| Bison<br>36/1# pkg.               | 1   |  | 2  |  | Port, canned<br>24/29 oz. Can     | 1   |  | 2  |  |
| Blackeye Beans<br>24/#300 can     | 1   |  | 2  |  | Port, Frz. Ground<br>12/3# pkg.   | 1   |  | 2  |  |
| Cereal<br>12/13 oz. boxes         | 1   |  | 2  |  | Potato, Slices<br>24/#300 can     | 1   |  | 2  |  |
| Cherries Frz<br>12/2.5 oz.        | 1   |  | 2  |  | Potato Flakes<br>12/1# pkg        | 1   |  | 2  |  |
| Chicken Whole<br>12/3# bag        | 1   |  | 2  |  | Prunes<br>24/1# pkg               | 1   |  | 2  |  |
| Corn<br>24/#300 cans              | 1   |  | 2  |  | Salmon<br>24/4.75 oz. can         | 1   |  | 2  |  |
| Dates<br>24/1# bag                | 1   |  | 2  |  | Spaghetti<br>12/2# pkg            | 1   |  | 2  |  |
| Figs<br>24/1# pkg                 | 1   |  | 2  |  | Spaghetti Sauce<br>24/#300 cans   | 1   |  | 2  |  |
| Flour, bakery<br>6/5# bag         | 1   |  | 2  |  | Tuna<br>24/12 oz. can             | 1   |  | 2  |  |
| Grapefruit Juice<br>12/46 oz. can | 1   |  | 2  |  | Trail Mix<br>24/1# bag            | 1   |  | 2  |  |
| Ham Frz.<br>12/3# pkg             | 1   |  | 2  |  | Vegetable Soup<br>24/#1 can       | 1   |  | 2  |  |
| Milk, instant<br>6/4# pkg         | 1   |  | 2  |  | Walnuts<br>24/1# can              | 1   |  | 2  |  |
| Oil Vegetable<br>8/48 oz. bottle  | 1   |  | 2  |  |                                   |     |  |    |  |

DISTRIBUTION OF USDA FOOD FOR MONTH OF \_\_\_\_\_, 2015

NAME OF EMERGENCY FEEDING ORGANIZATION \_\_\_\_\_ PHONE \_\_\_\_\_

| (1)<br>USDA FOOD | (2)<br>UNIT | (3)<br>BEGINNING<br>INVENTORY | (4)<br>RECEIVED | (5)<br>TRANSFERS,<br>LOSSES, ETC. | (6)<br>TOTAL<br>AVAILABLE | (7)<br>ENDING<br>INVENTORY | (8)<br>DISTRIBUTED | (9)<br>OVER<br>SHORT | (10)<br>NCDA&CS ONLY VALUE |
|------------------|-------------|-------------------------------|-----------------|-----------------------------------|---------------------------|----------------------------|--------------------|----------------------|----------------------------|
| APPLE SAUCE      | 24/#300     |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| BEANS GREEN      | 24/#300     |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| CEREAL           | 12/180Z     |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| CHERRIES DRIED   | 8/2#        |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| CHICKEN CAN      | 24/150Z     |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| CHICKEN LEG QTR  | 4/10#       |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| CORN             | 24/#300     |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| CRANBERRY SAUCE  | 24/#300     |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| HAM FRZ          | 12/3#       |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| JUICE APPLE      | 8/640Z      |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| JUICE GRAPEFRUIT | 8/640Z      |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| MACARONI         | 20/1#       |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| PEANUT BUTTER    | 12/180Z     |                               |                 |                                   |                           |                            |                    |                      | \$                         |
| PORK CAN         | 24/240Z     |                               |                 |                                   |                           |                            |                    |                      | \$                         |

Column (1) Food name  
 Column (2) Unit size  
 Column (3) Inventory on hand  
 Column (4) Amount received from NCDA&CS  
 Column (5) Amount lost by damage, returned to NCDA&CS, transformed etc.  
 Attach complete explanation using Form TEFAP-4e.  
 Column (6) Must be Column (3) plus Column (4) less Column (5)  
 Column (7) Must be physical count  
 Column (8) Must be signed receipts  
 Column (9) Must be Column (6) less  
 Column (7) and Column (8)  
 \$ \_\_\_\_\_  
 x \_\_\_\_\_  
 \$ \_\_\_\_\_

We request reimbursement for the expenditures listed below:

|                                      |          |
|--------------------------------------|----------|
| Costs incurred during month of _____ | .20      |
| Labor                                | \$ _____ |
| Storage                              | \$ _____ |
| Transportation                       | \$ _____ |
| Printing                             | \$ _____ |
| Postage                              | \$ _____ |
| Other (Specify each item)            | \$ _____ |
| Item _____                           | \$ _____ |
| Item _____                           | \$ _____ |
| Item _____                           | \$ _____ |
| TOTAL .....                          | \$ _____ |

NCDA&CS Office Use Only

|                       |            |
|-----------------------|------------|
| Earned YTD            | \$ _____   |
| Earned Current Month  | \$ _____   |
| A. Total YTD Earned   | \$ _____ A |
| Cost YTD              | \$ _____   |
| Cost Current Month    | \$ _____   |
| B. Total YTD Costs    | \$ _____ B |
| A or B Above (lesser) | \$ _____   |
| Less YTD Amount Paid  | \$ _____   |
| CURRENT PAYABLE       | \$ _____   |
| Approved for Payment  | _____      |
| NCDA&CS By:           | _____      |

Total number of households and persons receiving USDA foods for home consumption:

\_\_\_\_\_ HOUSEHOLDS  
 \_\_\_\_\_ PERSONS

I certify that, to the best of my knowledge and belief, this report is true and correct in all respects, that records are available to support it, and that it is in accordance with the terms of the Agreement.

AUTHORIZED SIGNATURE ON BEHALF OF  
 EMERGENCY FEEDING ORGANIZATION

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

NCDA-78  
Revised 3/2016

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES'  
FOOD DISTRIBUTION DIVISION**

PO Box 659  
Butner, NC 27509-0659  
Phone (919) 575-4490 Fax (919) 575-4143

**RECORD OF TRANSFER  
USDA FOODS**

(1) \_\_\_\_\_  
Transfer No.

(2) \_\_\_\_\_  
Agency Code

(3) \_\_\_\_\_  
Name of Transferring Agency

(4) \_\_\_\_\_  
Date

(5) \_\_\_\_\_  
Official Signature and Title

(6) \_\_\_\_\_  
Agency Code

(7) \_\_\_\_\_  
Name of Receiving Agency

(8) \_\_\_\_\_  
Date

(9) \_\_\_\_\_  
Official Signature and Title

| (10)<br>Material<br>Number | (11)<br>USDA Foods | (12)<br>Case Pack | (13)<br>Current Value<br>Per Case | (14)<br>Case<br>Quantity |
|----------------------------|--------------------|-------------------|-----------------------------------|--------------------------|
|----------------------------|--------------------|-------------------|-----------------------------------|--------------------------|

(15) \_\_\_\_\_  
Date

(16) \_\_\_\_\_  
Official Signature and Title

Upon completion, mail original to: NCDA&CS – Keep one copy for you records and provide one copy to Receiving Agency. Transfer number and current value per case will be assigned by the NCDA&CS Administrative Office in Butner. Please call for these two items before you make a transfer.

## **INSTRUCTIONS FOR COMPLETION OF FORM NCD-78**

1. Enter transfer number assigned by NCDA&CS Administrative Office.
2. Enter agency code number of agency transferring USDA Foods.
3. Enter name of agency transferring USDA Foods.
4. Enter date of transfer.
5. Enter signature and title of agency official transferring USDA Foods.
6. Enter code number of agency receiving the transferred USDA Foods.
7. Enter name of agency receiving USDA Foods.
8. Enter date of transfer transaction occurred.
9. Enter signature and title of agency official transferring USDA Foods.
10. Enter assigned NCDA&CS material number of each USDA Foods transferred.
11. Enter short title (name of USDA Foods) for each USDA Foods transferred.
12. Enter pack size of product, ex. 6/#10 Green Beans.
13. Leave this column blank – current value will be assigned by NCDA&CS.
14. Enter the number of cases of USDA Foods transferred.
15. Enter date form was completed.
16. Leave blank for approving official in NCDA&CS Administrative Office.







IV. Theft

Police informed

Yes  (Attach police report)

No  If not, why? \_\_\_\_\_

Thief's method of entry \_\_\_\_\_

Locks and alarms used Yes  No

Covered by insurance Yes  No

Comments \_\_\_\_\_

V. Disposition of Food

Food inspected

Yes  By \_\_\_\_\_ (Attach report)

No  If not, why? \_\_\_\_\_

Food condemned

Yes  By \_\_\_\_\_ (Attach report)

No

Food salvaged or recouped Yes  No

Food destroyed

On whose authority \_\_\_\_\_

How? \_\_\_\_\_

Comments \_\_\_\_\_

VI. Recommendation

Total value of lost food(s) \$ \_\_\_\_\_

Payments recipient agency received from Warehouse, insurance or freezer company \$ \_\_\_\_\_

Total Claim \$ \_\_\_\_\_

Was negligence involved in this loss? Yes  No

Reasoning <sup>n</sup> \_\_\_\_\_

If claim is established, recipient agency desires to replace bonus food with (list specific item/items) \_\_\_\_\_

Replace non-bonus food with \_\_\_\_\_

\_\_\_\_\_  
 (Signature of Recipient Agency Rep.) (Title) (Date)

-----  
 (FOLLOWING TO BE COMPLETED BY NC DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES)

**DETERMINATION**

\_\_\_\_\_ No Claim \_\_\_\_\_ Claim

Replace **bonus** food with \_\_\_\_\_

Replace **non-bonus** food with \_\_\_\_\_

Reasoning \_\_\_\_\_

\_\_\_\_\_  
 (Signature) Director, Food Distribution Division  
 NC Department of Agriculture and Consumer Services (Title) \_\_\_\_\_ (Date)

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE  
AND CONSUMER SERVICES  
FOOD DISTRIBUTION DIVISION**

**The Emergency Food Assistance Program  
Administrative Review Report**

**I. General**

- |   |   |
|---|---|
| <p>1. Name and Address of EFO<br/>_____<br/>_____<br/>_____</p> <p>Telephone # _____</p> <p>Fax # _____</p> <p>2. Date(s) of Review _____</p> | <p>3. Agreement Dated _____</p> <p>4. Name and Title of Person(s) Interviewed<br/>_____<br/>_____</p> <p>5. Name and Title of State Reviewer(s)<br/>_____<br/>_____</p> |
|---|---|

**II. Distribution Sites**

**A. Approved Locations**

|                | Number Approved | Number Operating | Number of Households |
|----------------|-----------------|------------------|----------------------|
| a. Sites       |                 |                  |                      |
| b. Sub-outlets |                 |                  |                      |
| Total          |                 |                  |                      |

**B. Current Site/Sub-outlet(s)**

| Name of Site Facility | Distribution Schedule | Number of Households |
|-----------------------|-----------------------|----------------------|
|                       |                       |                      |
|                       |                       |                      |
|                       |                       |                      |

**III. Documents**

1. Are the following documents on file and available for inspection at the EFO office?

YES

NO

COMMENTS

- a. Signed agreement by current administrator
- b. Agreement between EFO and sub-outlets
- c. Agreement between EFO and distributing entity
- d. If private non-profit organizations, IRS letter documenting tax exempt status

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

2. Are state-established eligibility criteria used?

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
|-------|-------|-------|

If "No" what criteria are used? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If Eligibility Applications and Distribution Records for prior month are maintained in the EFO's central office, randomly select samples from all site/sub-outlets and complete item 2 and 3.

(Use Page 6 - Eligibility Application and Distribution Record Discrepancy Summary)

3. Adequacy of documentation of eligibility records

COMMENTS

- a. Sample size
- b. Number of records which do not have:
  - (1) Name and address
  - (2) Basis of eligibility
  - (3) Type of documentation used to determine eligibility
  - (4) Household size (self-declaration)
  - (5) Household income (self-declaration)
  - (6) Signature of applicant
  - (7) Date of application
  - (8) Other

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

4. Reconciliation of distribution records with eligibility records

- a. Sample size
- b. Number supported by eligibility records
- c. Number not supported by eligibility records

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**IV. Storage Facilities and Storage Practices**

A. Does the EFO have a contract with commercial or school warehouses where USDA foods are stored?

YES

NO

COMMENTS

List all locations where the EFOs USDA foods are stored

B. Storage Practices

Using Page 7, record the review of each central storage area listed above.

**V. Records and Record Keeping**

A. General

Are the following records maintained for the required five (5) years?

YES

NO

COMMENTS

1. USDA foods received

2. USDA foods issued to sites

3. USDA foods returned from sites

4. USDA foods transferred

5. USDA food losses (explain)

B. Does distribution file contain Form 4A for USDA food losses?

C. Does the person in charge know the procedure for disposing of out-of-condition foods?

D. Was the proper procedure followed for the losses listed above?

E. Perpetual inventory records

F. Physical Inventory

G. How often is a physical inventory taken?

H. Food Orders and Usage

(1) Factors considered

a. Past distribution history

b. Number of households

c. Quantity of USDA food allocated to county

d. Printing of USDA food distribution records

I. Does each site/sub-outlet submit distribution records to the EFO supporting foods distributed?

J. Is the EFO using a distribution form that contained:

1. Name of household

2. Number in household

3. Date food issued

4. Signature of household member indicating food was received

5. Certification period

6. Number of units per food type issued

K. Has the EFO provided the sites with the state approved distribution rates?

L. Has the EFO approved the variations?

If "Yes" did the EFO document the reason the rates were varied?

Using pages 8 & 9, verify the distribution records.

M. Reviewer's inventory

Using page 10, take a physical inventory of USDA foods in storage on the day of the review.

**VI. Training**

|  | <u>YES</u> | <u>NO</u> | <u>COMMENTS</u> |
|--|------------|-----------|-----------------|
| A. Has training been conducted for all EFO administration and site/sub-outlet personnel? | _____      | _____     | _____           |

If "Yes," give dates and topics covered:

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

|   | <u>YES</u> | <u>NO</u> | <u>COMMENTS</u> |
|---|------------|-----------|-----------------|
| B. Have all active staff and volunteers received Civil Rights Training?       | _____      | _____     | _____           |
| C. Is documentation on file for five years of their having received training? | _____      | _____     | _____           |
| D. Is a list maintained of attendees at each training session?                | _____      | _____     | _____           |
| E. Is training planned for those that have not attended?                      | _____      | _____     | _____           |

**VII. Monitoring**

|  | <u>YES</u> | <u>NO</u> | <u>COMMENTS</u> |
|--|------------|-----------|-----------------|
| A. Has the EFO visited sites prior to approving them for participation in the program? | _____      | _____     | _____           |
| B. Has the EFO monitored sites/sub-outlets for compliance with requirements?           | _____      | _____     | _____           |
| C. Are records of these monitoring visits maintained?                                  | _____      | _____     | _____           |
| D. Are records maintained of corrective action?  | _____      | _____     | _____           |

**VIII. Reimbursement**

|  | <u>YES</u> | <u>NO</u> | <u>COMMENTS</u> |
|--|------------|-----------|-----------------|
| A. Does the EFO claim reimbursement for costs? | _____      | _____     | _____           |

If "Yes," when both USDA foods and other foods are used, distributed, and/or stored, how are costs prorated?

|       |       |       |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

|  | <u>YES</u> | <u>NO</u> | <u>COMMENTS</u> |
|--|------------|-----------|-----------------|
| B. Does the EFO claim indirect costs?  | _____      | _____     | _____           |
| C. Are the following records of costs maintained for reimbursement purposes? | _____      | _____     | _____           |
| 1. Does EFO understand state methods of reimbursement?                       | _____      | _____     | _____           |
| 2. Labor for direct distribution   | _____      | _____     | _____           |
| 3. Storage   | _____      | _____     | _____           |
| 4. Transportation  | _____      | _____     | _____           |
| 5. Rental/lease  | _____      | _____     | _____           |
| 6. Printing/postage  | _____      | _____     | _____           |

7. Other (describe)

\_\_\_\_\_  
 \_\_\_\_\_

| 8. Operating Costs-Verify the last claim submitted to the state agency. | Reported | Verified |
|---|----------|----------|
| a. Labor for direct distribution  |          |          |
| b. Storage  |          |          |
| c. Transportation   |          |          |
| d. Rental/lease   |          |          |
| e. Printing/postage   |          |          |
| f. Other ( list and describe in comments)                               |          |          |
| g. Total costs reported   |          |          |
| h. % of total value of foods distributed                                |          |          |
| i. Lesser of (f) and (g)  |          |          |
| Comments:   |          |          |

D. How often does the EFO require claim reports from the sites/sub-outlets?

\_\_\_\_\_

E. How often are claim reports submitted to the state agency?

\_\_\_\_\_

|  | <u>YES</u> | <u>NO</u> | <u>COMMENTS</u> |
|--|------------|-----------|-----------------|
| F. Are claim reports submitted on a timely basis?  | _____      | _____     | _____           |
| G. Has EFO reimbursed sites/sub-outlets for costs reported to S/A on consolidated voucher? | _____      | _____     | _____           |

**DISCREPANCY SUMMARY**

| Note:  | Eligibility Applications |                      |                         |                                    |                             |   |                           |                       |                     |                           | Distribution Records                |                             |                                       |                      |                        |                                |                           |                        |
|--|--------------------------|----------------------|-------------------------|------------------------------------|-----------------------------|---|---------------------------|-----------------------|---------------------|---------------------------|-------------------------------------|-----------------------------|---------------------------------------|----------------------|------------------------|--------------------------------|---------------------------|------------------------|
|  | Number in household      | No name of household | No address of household | Basis of eligibility not indicated | No supporting documentation | No number in household (self-declaration) | No signature of household | Application not dated | Denied but eligible | Approved but not eligible | No signature of certifying official | "X" signature not witnessed | No signature of distributing official | No name of household | No number in household | Date food issued not indicated | No signature of household | Unauthorized signature |
| Indicate all discrepancies by marking an "X" in appropriate column |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
| <b>Name of Applicant</b>   |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
|  |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |
| <b>TOTAL</b>   |                          |                      |                         |                                    |                             |   |                           |                       |                     |                           |                                     |                             |                                       |                      |                        |                                |                           |                        |

Name of EFO \_\_\_\_\_  
 Name of site/sub-outlet \_\_\_\_\_  
 No. of applications reviewed \_\_\_\_\_  
 No. of applications approved incorrectly \_\_\_\_\_  
 No. of applications denied incorrectly \_\_\_\_\_

For sampled applications, report the following:  
Type of Certification                      Number  
 Food Stamp                                      \_\_\_\_\_  
 Self-declaration                                \_\_\_\_\_

**REVIEW OF STORAGE FACILITY OR AREA**

| Name of Recipient Agency  |            |           | Location where food is stored |
|---|------------|-----------|-------------------------------|
|   | <u>YES</u> | <u>NO</u> | <u>COMMENTS</u>               |
| 1. Is storage facility well maintained to insure safety and sanitation?   | _____      | _____     | _____                         |
| 2. Is space adequate and in good repair?  | _____      | _____     | _____                         |
| 3. Is there adequate ventilation?   | _____      | _____     | _____                         |
| 4. Is storage area secure from theft?   | _____      | _____     | _____                         |
| 5. Are foods stored separately from pesticides, herbicides, cleaning solvents, lubricants, or other materials that could contaminate the foods? | _____      | _____     | _____                         |
| 6. Is storage area free of rodent and insect infestation?   | _____      | _____     | _____                         |
| 7. Is facility exterminated regularly?  | _____      | _____     | _____                         |
| 8. Are foods palletized and/or on shelves?  | _____      | _____     | _____                         |
| 9. Is first-in/first-out method used?   | _____      | _____     | _____                         |
| 10. Are damaged products disposed of properly?  | _____      | _____     | _____                         |
| 11. Record current temperature in:  | _____      | _____     | _____                         |
| 12. If applicable, is the freezer's internal temperature checked and recorded 7 out of 7 days?  | _____      | _____     | _____                         |
| 13. If applicable, is the cooler's internal temperature checked and recorded 7 out of 7 days?   | _____      | _____     | _____                         |
| 14. Though not required, is the dry storage temperature checked and recorded 7 out of 7 days?   | _____      | _____     | _____                         |
| 15. Does the State or local health department require inspection certification?   | _____      | _____     | _____                         |

**NOTE: Individual forms should be completed on each location where food is stored.**









RA CODE # \_\_\_\_\_

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Corrective Action Required:

Current Civil Rights Poster: And Justice for All

YES \_\_\_\_\_

NO \_\_\_\_\_

YES \_\_\_\_\_

No \_\_\_\_\_

Written confirmation detailing the corrective action taken on each regulatory deficiency listed in this report should be sent to the following address:

**Administrator for Field Services  
North Carolina Department of Agriculture  
and Consumer Services  
Food Distribution Division  
PO Box 659  
Butner, NC 27509-0659**

**Your response should be mailed, faxed or e-mailed to this office within TEN (10) days from the date of this exit conference.**

\_\_\_\_\_  
Recipient Agency Name

\_\_\_\_\_  
Signature of Sponsor Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of NCDA&CS Reviewer

Date \_\_\_\_\_

**CIVIL RIGHTS COMPLIANCE**

A. Civil Rights Assurance

Does the recipient agency have a signed agreement with the state agency assuring that no person participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA?

- Yes                       No

Comments: \_\_\_\_\_

B. Public Notification

1. Has the recipient agency established a public notification system to inform the public, particularly minorities and grass roots organizations, of the Food Distribution Program eligibility requirements and complaint handling procedures?

- Yes                       No

Comments: \_\_\_\_\_

2. Do all forms of communication, which are used to inform the general public about the program include the required nondiscrimination statement?

- Yes                       No

Comments: \_\_\_\_\_

3. Has the policy on nondiscrimination and the procedures for filing a complaint been publicized and do participants have access to Title VI information?

- Yes                       No

Comments: \_\_\_\_\_

4. Have program participants, particularly minorities, been informed of significant program developments and/or changes in eligibility or benefits?

- Yes                       No

Comments: \_\_\_\_\_

5. Is the USDA Title VI poster "And Justice for All," or an approved substitute poster containing the nondiscrimination statement and complaint filing information, displayed in a prominent place?

- Yes                       No

Comments: \_\_\_\_\_

C. Racial/Ethnic Data Collection and Retention

1. What is the system for collecting, analyzing, and maintaining participation data? Explain:

\_\_\_\_\_

2. Is racial data collected and maintained on recipients as well as denied applicants?

- Yes                       No

Explain: \_\_\_\_\_

3. What source(s) does the recipient agency use to estimate the racial makeup of its service delivery area?

Explain: \_\_\_\_\_  
\_\_\_\_\_

D. Complaints of Discrimination

1. What procedures are used by the recipient agency for handling alleged discrimination complaints?

Explain: \_\_\_\_\_  
\_\_\_\_\_

2. How many complaints have been filed during the past year alleging discrimination on the basis of race, color, national origin, sex, disability, age, reprisal or retaliation? \_\_\_\_\_

3. Has the state agency conducted a compliance review of the recipient agency against whom complaints alleging discrimination have been filed? Yes \_\_\_\_\_ No \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_

E. Non-English Speaking Provision

1. What steps have been taken to provide bilingual personnel and/or materials to limited or non-English communicating persons that will assure equal opportunity for participants in the program by eliminating any information or communication barriers?

Explain: \_\_\_\_\_  
\_\_\_\_\_

2. Has the recipient agency encountered any problems with providing bilingual personnel and/or materials to limited or non-English speaking persons? Yes \_\_\_\_\_ No \_\_\_\_\_

Explain: \_\_\_\_\_  
\_\_\_\_\_

F. Training and Monitoring

1. What steps does the recipient agency take for training staff and volunteers? Are training sessions documented?

Explain \_\_\_\_\_  
\_\_\_\_\_

2. How does the recipient agency monitor it's various sites/subrecipients?

Explain \_\_\_\_\_  
\_\_\_\_\_

G. Disability Accommodations

1. How does the recipient agency accommodate participants with disabilities?

Explain \_\_\_\_\_  
\_\_\_\_\_

RA Code # \_\_\_\_\_

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
FOOD DISTRIBUTION DIVISION**

County: \_\_\_\_\_

**THE EMERGENCY FOOD ASSISTANCE PROGRAM**

*SITE AND CIVIL RIGHTS REVIEW*

|  |   |
|--|---|
| <p>I. NAME &amp; ADDRESS OF FACILITY<br/>_____<br/>_____<br/>_____<br/>TELEPHONE ( _____ ) _____</p> | <p>III. DATE OF REVIEW _____</p> <p>IV. TYPE OF FACILITY<br/>_____ Site<br/>_____ Sub-outlet</p>                                      |
| <p>II. NAME &amp; ADDRESS OF EFO<br/>_____<br/>_____<br/>_____<br/>TELEPHONE ( _____ ) _____</p>     | <p>V. NAME &amp; TITLE OF PERSON(S) INTERVIEWED<br/>_____<br/>_____<br/>NAME &amp; TITLE OF STATE REVIEWER(S)<br/>_____<br/>_____</p> |

VI. Actual number participating by racial/ethnic group observed during review:

|                            | PARTICIPANTS | STAFF | VOLUNTEERS |
|----------------------------|--------------|-------|------------|
| AFRICAN AMERICAN           |              |       |            |
| HISPANIC                   |              |       |            |
| AMERICAN INDIAN OR ALASKAN |              |       |            |
| ASIAN OR PACIFIC ISLANDER  |              |       |            |
| CAUCASIAN                  |              |       |            |
| <b>TOTAL</b>               |              |       |            |

VII. Does the EFO provide services to all regardless of race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in program or activity conducted or funded by USDA? YES \_\_\_\_\_ NO \_\_\_\_\_

VIII. What criteria are used in selecting applicants for the program? \_\_\_\_\_

IX. Are all participants treated the same regardless of race, color, national origin, sex, disability, age or reprisal or retaliation for prior civil rights activity in program or activity conducted or funded by USDA? (If "NO", explain in REMARKS on page 2)

|                             | YES   | NO    | COMMENTS |
|-----------------------------|-------|-------|----------|
| A. In certification process | _____ | _____ | _____    |
| B. In distribution process  | _____ | _____ | _____    |





RA Code # \_\_\_\_\_

## REVIEW OF STORAGE FACILITY OR AREA

| Name of Recipient Agency  | Location where food is stored |              |                   |
|---|-------------------------------|--------------|-------------------|
|   | YES                           | NO           | COMMENTS          |
| 1. Is storage facility well maintained to insure safety and sanitation?   | _____                         | _____        | _____             |
| 2. Is space adequate and in good repair?  | _____                         | _____        | _____             |
| 3. Is there adequate ventilation?   | _____                         | _____        | _____             |
| 4. Is storage area secure from theft?   | _____                         | _____        | _____             |
| 5. Are foods stored separately from pesticides, herbicides, cleaning solvents, lubricants, or other materials that could contaminate the foods? | _____                         | _____        | _____             |
| 6. Is storage area free of rodent and insect infestation?   | _____                         | _____        | _____             |
| 7. Is facility exterminated regularly?  | _____                         | _____        | _____             |
| 8. Are foods palletized and/or on shelves?  | _____                         | _____        | _____             |
| 9. Is first-in/first-out method used?   | _____                         | _____        | _____             |
| 10. Are damaged products disposed of properly?  | _____                         | _____        | _____             |
| 11. Record current temperature in   | Freezer _____                 | Cooler _____ | Dry Storage _____ |
| 12. If applicable, is the freezer's internal temperature checked and recorded 7 out of 7 days?  | _____                         | _____        | _____             |
| 13. If applicable, is the cooler's internal temperature checked and recorded 7 out of 7 days?   | _____                         | _____        | _____             |
| 14. <b>Though not required</b> , is the dry storage temperature checked and recorded 7 out of 7 days?   | _____                         | _____        | _____             |
| 15. Does the State or local health department require inspection certification?   | _____                         | _____        | _____             |

**NOTE:** Individual forms should be completed on each location where food is stored.





NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
Steven W. Troxler, Commissioner

**NCDA&CS FOOD DISTRIBUTION DIVISION**

**CONTRACT "CHECK OFF LIST" for Grantee (Non-Governmental)**

INSTRUCTIONS: CHECK THE "YES" BOXES IN LEFT COLUMN FOR THE DOCUMENT TITLES THAT ARE BEING RETURNED WITH THE TWO SIGNED, DATED, and NOTARIZED COPIES OF THE CONTRACT, WITH SIGNATURES IN BLUE INK. BE SURE TO INCLUDE ALL THE OTHER DOCUMENTS SPECIFIED IN YOUR CONTRACT PACKAGE. IF "X NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQUIRED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: \_\_\_\_\_

PROJECT TITLE/NAME: THE EMERGENCY FOOD ASSISTANCE PROGRAM - ADMIN FUNDS FOR USDA FOODS

TRACKING #: \_\_\_\_\_ CONTRACT #: \_\_\_\_\_ NCGRANTS ID #: \_\_\_\_\_

RA CODE #: \_\_\_\_\_

| NON-GOVERNMENTAL ENTITIES ONLY<br>Check one Box          | DOCUMENT TITLE<br><i>ALL SIGNATURES MUST BE IN BLUE INK</i>                   | DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE         | GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED              |
|--|---|--|--|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Contractual "Check Off List" for Grantee                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | Contract Cover (To be signed, dated & notarized)                              | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT A - General Terms & Conditions                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT B - Grantee's Duties   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT C - Notice of Certain Reporting and Audit Requirements             | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT D - Certification of No Overdue Taxes                              | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT E - Certifications and Assurances Section                          | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT F - Current Conflict of Interest Policy and Certification Form     | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT G - IRS Federal Tax Exempt Letter and 501(c)(3) Certification Form | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT H - NC Openbook Supplemental Information                           | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT I - Signature Card   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT J - Federal Regulations  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT K - FFATA Reporting Requirements                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT L - Vendor Electronic Payment Form                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT M - Certification of Eligibility Under the Iran Divestment Act     | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | ATTACHMENT N - W-9  | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Informational Copy Do Not Submit



**Federal Grant Award Pass Through Requirements for SubRecipient**

Contract # \_\_\_\_\_

**This grant is a subaward of a federal grant.**

Federal Award Identification Number:

Federal Award Date:

Total Amount of Federal Award to NCDA&CS: **TBD**

Name of Federal Awarding Agency: **USDA**

CFDA Number and Program Name: **10.568 (Administrative Costs); 10.569 (USDA Foods) - Food Distribution Program**

Indirect Cost Rate for Federal Award: **20.53%**

Awarding Agency Name: **NCDA&CS, Food Distribution**

Awarding Official Name: **N. David Smith**

Awarding Official Contact Info: **david.smith@ncagr.gov**

Subrecipient Name:

Subrecipient DUNS:

Subaward Period of Performance: Start Date \_\_\_\_\_ End Date **9/30/17**

Amount of Federal Funds Obligated by this Action: **TBD**

Total Amount of Federal Funds Obligated to Subrecipient: **TBD**

Subaward Project Title: **Emergency Food Assistance Program - Administrative Costs and USDA Foods**

Award is R&D: Yes/**No**

All Requirements: See Grantee's Duties, Attachment B and federal statutes, regulations and terms and Attachment K.

Additional Requirements: Required financial and performance reports, Attachment C.

Subrecipient Indirect Cost Rate (or 10% de minimis): **5%**

Access to Subrecipient's Records and Financial Statements: See Contract General Terms and Conditions

Terms and Conditions of Closeout of Subaward: See Code of Federal Regulations Title 2, Subtitle A, Chapter II §200.343-5 Closeout, adjustments, continuing responsibilities and collection of amounts due

Risk Evaluation Complete: **Yes**

Specific Conditions, if any: **Distribution of USDA foods to eligible recipient agencies to supplement nutritious meals for approved site congregate feeding and to receive administrative funds for certain incurred costs associated with the Emergency Food Assistance Program delivery**

Subrecipient's Cumulative Federal awards > \$750,000: **No**

Audit verified? **N/A**

STATE OF NORTH CAROLINA  
COUNTY OF WAKE



| Departmental Use Only |                   |
|-----------------------|-------------------|
| CENTER:               | 1210              |
| ACCOUNT:              | 536C26            |
| AMOUNT: \$            | TBD               |
| FED AWARD #:          |                   |
| CFDA:                 | 10.568 and 10.569 |

North Carolina Department of Agriculture and Consumer Services  
Food Distribution Division

EMERGENCY FOOD ASSISTANCE PROGRAM  
Emergency Feeding Organization - Non Governmental

CONTRACT # \_\_\_\_\_ NCGRANTS ID # \_\_\_\_\_

This Contract is hereby entered into by and between the North Carolina Department of Agriculture and Consumer Services, Food Distribution Division (the "Agency") and

\_\_\_\_\_, (Grantee), and referred to collectively as the "Parties". The Grantee's federal tax identification number is \_\_\_\_\_ and is physically located in \_\_\_\_\_ County, and is further located at

\_\_\_\_\_  
(Street Address, City, State, and Zip Code)

The purpose of this Contract is for receiving USDA foods and/or administrative funds from the Agency, which will be used by the Grantee to feed the hungry and/or distribute foods to eligible program participants, and provides funding for the distribution costs Grantee incurs in performing this function. The Grantee's project title is Emergency Food Assistance Program (administrative costs and/or food). This Contract is funded by a grant from USDA, Food and Nutrition Service, in accordance with the "Catalog of Federal Domestic Assistance" (CFDA) numbers 10.568 and 10.569. Funds awarded under this Contract must be used for the purposes for which they are intended.

The Grantee's fiscal year ends \_\_\_\_\_  
(Month/Day)

**Contract Documents:**

This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

1. This Contract
2. General Terms and Conditions (Attachment A)
3. Grantee's Duties (Attachment B)
4. Notice of Certain Reporting and Audit Requirements (Attachment C)
5. Certification No Overdue Taxes (Attachment D)
6. Tax Exempt Status Certification (Attachment E)
7. Conflict of Interest Policy and Certification Form (Attachment F)
8. FFATA Data Reporting Requirements (Attachment G)
9. Certifications and Assurances (Attachment H)
10. NC Openbook Supplemental Information (Attachment I)
11. Signature Card (Attachment J)
12. Federal Regulations (Attachment K)
13. Iran Divestment Act (Attachment L)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements

I. **Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

II. **Effective Period:**

This Contract shall be effective on \_\_\_\_\_ and shall terminate on **9/30/2017** with the option to extend, if mutually agreed upon, through a written amendment as provided for in the General Terms and Conditions as described in Attachment A.

III. **Grantee's Duties:**

The Grantee shall provide the services as described in Attachment B, Grantee's Duties.

IV. **Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$ TBD.

This amount consists of: \$ TBD in federal funds.

This amount consists of \$ N/A in State funds.

a. There are no matching requirements from the Grantee.

b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

|  |                     |    |
|--|---------------------|----|
|  | In Kind             | \$ |
|  | Cash                | \$ |
|  | Cash and In-kind    | \$ |
|  | Cash and/or In-kind | \$ |
|  | Other/Specify:      | \$ |

c. The Grantee's matching requirement is \_\_\_\_\_, which consists of:

|  |                     |    |
|--|---------------------|----|
|  | In Kind             | \$ |
|  | Cash                | \$ |
|  | Cash and In-kind    | \$ |
|  | Cash and/or In-kind | \$ |
|  | Other/Specify:      | \$ |

d. The Grantee has committed to an additional \$ \_\_\_\_\_ complete the project as described in Attachment B.

The contributions from the Grantee shall be sourced from non-federal funds.

The total Contract amount including matching funds is \$ \_\_\_\_\_.

V. **Conflict of Interest Policy:**

The Agency has determined that the Grantee is not a governmental agency and is subject to N.C.G.S. § 143C-6-23(b). The Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds and shall include actions to be taken by the Grantee or the individual, or both to avoid

conflicts of interest and the appearance of impropriety. The Grantee is required to file a Conflict of Interest Policy with the Agency prior to disbursement of funds.

**VI. Statement of No Overdue Tax Debts:**

Grantee's sworn written statement pursuant to N.C.G.S. § 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by G.S. § 105-243.1 at the federal, State, or local level, is attached as Attachment D. Grantee acknowledges a false statement in this regard is a criminal offense punishable as provided in G.S. § 143C-10-1.

**VII. Reversion of Unexpended Funds:**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

**VIII. Reporting Requirements:**

(1) State [N.C.G.S. 143C-6-23]:

The Agency has determined that the Grantee is a non-governmental entity and is subject to the State reporting requirements mandated by N.C.G.S. § 143C-6-23. Therefore, the Grantee does have to file annual electronic reports with the NC Office of State Budget & Management. A Grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must have an audit in accordance with 09 NCAC 03M .0205.

(2) Federal: (applies to federal funds only)

FFATA: Congress passed the Federal Funding Accountability & Transparency Act (FFATA) in 2006 with the objective to promote open government by enhancing the federal government's accountability for its stewardship of public resources. The Grantee shall complete the FFATA Data Reporting Requirements, Attachment G, and if applicable, register in the Central Contractor Registration Database at <https://www.sam.gov>.

CFR Title 2, Part 200: Any Grantee that receives \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Grantees that receive less than \$750,000 in federal funds during its fiscal year from any source, are exempt from federal audit requirements for that year, except as noted in Subpart F Audit Requirements, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

**IX. Payment Provisions:**

Upon execution of this Contract the Grantee shall submit to the Agency Contract Administrator a completed Request for Payment form, to be provided by the Agency. All Request for Payment forms should be received no more than monthly, with a certified invoice showing expenditures and matching funds, if applicable, for the current period and cumulatively for the entire project. Upon approval by the Agency, payment shall be made within 30 days. Twenty percent (20%) of the total funds awarded under this Contract shall be retained by the Agency until both the final performance and financial reports are submitted by the Grantee and approved by the Agency. All payments are subject to the availability of funds.

The Grantee shall put any funds received as an advance payment from the Agency in an interest bearing account. Interest earned shall be reported on the Agency "Request for Reimbursement" form. The Grantee may keep

interest amounts up to \$500 per year for administrative expenses, which have been determined as allowable costs. Interest earned in excess of \$500 must be returned to the Agency no later than 60 days after the Contract terminates or expires.

The Grantee shall account for any income earned, which may result from any funds awarded under this Contract, on the Agency "Request for Reimbursement" form. Eligible uses of income earned are:

- a) Expanding the project or program;
- b) Continuing the project or program after grant ends; or
- c) Supporting other projects or programs that further the broad objectives of the grant program.

If this Contract is terminated prior to the original end date, the Grantee may submit a final Request for Payment form. All unexpended funds shall be returned by the Grantee to the Agency within 60 days of the Contract termination date with a complete final financial report, accompanied by either a final invoice or a refund of any funds received but not expended. The Agency shall have no obligation to honor requests for payment based on expenditure reports submitted later than 60 days after termination or expiration of the Contract period.

Reimbursement requests shall be completed on a "Request for Reimbursement" form furnished to the Grantee by the Agency. All reimbursement forms must include support documentation, including but not limited to: copies of invoices, individual time sheets and travel logs that have been signed by the employee and supervisor, salary registers or payrolls that include fringe benefits, hourly rates of pay, and signature of the Grantee's responsible financial person, cancelled checks and lease agreements.

Payment shall be made in accordance with the Contract Documents and as described in the Scope of Work, Attachment B.

Eligible expenditures for payment must be within the effective period noted in the Contract. Reimbursement may not be considered prior to the submission and final execution of the Contract.

All travel reimbursement shall be made in accordance with the current State rates, at the time of the expenditure, and shall be made in accordance with the "State Budget Manual".

All matching funds, including in-kind and cash, must be spent concurrently with funds provided by the Contract. Both types of matching funds expended shall be accounted for on the monthly certified invoices.

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[This Contract is continued on the next page.]

**X. Contract Administrators:**

All notices permitted or required to be given by one Party to the other and all questions about the Contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrator are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

**For the Agency:**

| IF DELIVERED BY US POSTAL SERVICE   | IF DELIVERED BY ANY OTHER MEANS                                       |
|---|---|
| Gary Gay, Director<br>PO Box 659<br>Butner, NC 27509-0659<br><br>Telephone:<br>Fax:<br>Email: | Gary Gay, Director<br>2582 W. Lyon Station Rd.<br>Creedmoor, NC 27522 |

**For the Grantee:**

| Grantee Contract Administrator- Mailing Address | Grantee Principal Investigator or Key Personnel |
|---|---|
| Name: _____ Title: _____                        | Name: _____ Title: _____                        |
| Company Name: _____                             | Company Name: _____                             |
| Post Office Address: _____                      | Street Address: _____                           |
| City: _____ State: _____ Zip: _____             | City: _____ State: _____ Zip: _____             |
| Telephone: _____                                | Telephone: _____                                |
| Fax: _____                                      | Fax: _____                                      |
| Email: _____                                    | Email: _____                                    |

**XI. Supplementation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of federal, State and local public funds that the Grantee otherwise expends for activities involved with specialty services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

**XII. Disbursements:**

As a condition of this Contract, the Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Will implement or already have implemented adequate internal controls over disbursements
- b. Pre-audit all invoices presented for payment to determine:
  - Validity and accuracy of payment
  - Payment due date
  - Adequacy of documentation supporting payment
  - Legality of disbursement
- c. Assure adequate control of signature stamps/plates
- d. Assure adequate control of negotiable instruments; and
- e. Have procedures in place to ensure that account balance is solvent and to reconcile the account monthly.

XIII. **Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing prior notice to the Agency.

XIV. **N.C.G.S. § 133-32 and Executive Order 24:**

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State employee of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement or Contract, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employee of your organization.

[This Contract is continued on the next page.]

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**Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Contract in **two (2)** originals, one (1) of which is retained by the Grantee and one (1) which is retained by the Agency.

Grantee \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative Date

\_\_\_\_\_  
Printed Name Title

**NOTARY:**

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature and Seal Date

\_\_\_\_\_  
Printed Name My Commission Expires: \_\_\_\_\_



North Carolina Department of Agriculture and Consumer Services

*Informational Copy - Do Not Submit*

\_\_\_\_\_  
Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner

\_\_\_\_\_  
Printed Name of Authorized Representative

**Attachment A**  
**General Terms and Conditions**

**Informational Copy - Do Not Submit**

## Non Profit, Private Sector & Individual Contracts

### General Terms and Conditions

#### DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, USDA foods direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

#### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting:** The Grantee shall not subcontract any of the work contemplated under this contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all its subgrantees and shall not be relieved of any of the duties and responsibilities of this contract.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that

any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

#### Indemnity and Insurance

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from liability of any kind, and from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The grantee shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is sublet, the Grantee shall require the subgrantee to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations under the contract.

## Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee fails to fulfill its obligations under this contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this contract, and the Agency may withhold payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

## Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

## Federal Intellectual Property Bankruptcy Protection Act:

The Parties agree that the Agency shall be entitled to all rights and benefits of the federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

## Compliance with Applicable Laws

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall take affirmative action in complying with all federal and State statutes and all applicable requirements concerning fair employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability. For additional information see Title VI of the Civil Rights Act of 1964 (42 U.S.C., 2000d, 2000e-16), Title XI of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1687-1686), and section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 794).

**Executive Order # 24:** In accordance with Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 133-32, a vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), is prohibited from making gifts or giving favors to any employee of the Department of Agriculture and Consumer Services. This prohibition covers those vendors, contractors, and/or grantees who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors, contractors, and/or grantees are encouraged to review Executive Order 24 and N.C.G.S. § 133-32.

## Confidentiality

**Confidentiality:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

## Oversight

**Access to Persons and Records:** The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants

entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer.

If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

#### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the

agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Certification Regarding Collection of Taxes:** N.C.G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this contract, the grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging, and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

**Indirect Costs Policy:** The Agency has adopted a "Zero" policy that indirect costs are unallowable expenditures in all grant applications and/or grant guidance, informational or directional documents.

**Allowable Uses of State Funds:** Expenditures of State funds by any grantee shall be in accordance with the Cost Principles outlined in the Office of Management and Budget (OMB) Circular A-87, A-122, or A-21, as applicable. If the grant funding includes federal sources, the grantee shall ensure adherence to the cost principles established by the Federal Office of Management and Budget. [09 NCAC 03M.020]

**Attachment B  
Grantee's Duties**

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## Grantee's Duties

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The Grantee shall comply with all provisions of the Contract, regulations, any amendments thereto, and any instructions, policies, and/or procedures issued in connection therewith. Specifically, the Grantee shall agree to conform to the services and/or requirements listed below. The Grantee being the authority having supervision and control over the operation of their subrecipient agencies, will supervise the storage, handling, and use of all USDA foods received in such a manner as will insure compliance with the terms and conditions described below. The Grantee shall agree to conform to the services and/or requirements as described in the Code of Federal Regulations (CFR), specifically 7 CFR 250 and 7 CFR 251.

- A. Accept only the amounts of USDA foods that can be utilized without waste.
- B. Standards for storage facilities. Grantee shall provide facilities for the handling, storage, and distribution of USDA foods in accordance with 7 CFR 250.14(b) and as follows:
- are sanitary and free from rodent, bird, insect and other animal infestation;
  - safe guard against theft, spoilage, and other loss;
  - maintain USDA foods at proper temperatures;
  - excepting recipient agencies, stock and space foods in a manner so that USDA foods are readily identified; §250.14(d)(2)
  - store USDA foods off the floor in a manner to allow for adequate ventilation;
  - take other protective measures as may be necessary;
  - insure that storage facilities have obtained all required Federal, State, and/or local health inspections and/or approvals and those such inspections are current.
- C. Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years, or until all audit exceptions have been resolved, whichever is longer. If the Contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. Maintain accurate and complete records to document the receipt, disposal, and inventory of USDA Foods, as required by the Agency. §250.16(b) & 251.10(a)(4)
- D. Permit representatives of the Agency and/or of the United States Department of Agriculture (USDA) to inspect USDA foods in storage, or the facilities used in the handling or storage of such foods, and to review or audit all records, including financial records, at any reasonable time. §250.18(a)

- E. The Grantee shall submit all the Agency required reports in a timely manner; failure to do so may be a basis for cancellation of this Contract.
- F. If the Grantee improperly distributes or uses any USDA foods or causes loss of or damage to USDA foods through its failure to provide proper storage, care, or handling, it shall pay the Agency, Food Distribution Division, a sum equal to the value of the USDA foods. At its option, the Agency may permit the Grantee to replace the USDA foods. Upon the happening of any event creating a claim in favor of the Grantee against a warehouseman, carrier, or other person, for the loss of or damage to USDA foods, the Grantee shall take all action necessary to obtain restitution. 7CFR 250.12(b)(2) & 7 CFR 250.12(b)(4)
- G. Contracts: When contracting for storage facilities, the Grantee shall enter into written contracts to be effective for no longer than five years, including option years extending a contract. Before the exercise of option years, the storage facility shall update all pertinent information and demonstrate that all USDA foods received during the previous contract period have been accounted for. The contract shall, at a minimum, contain the items below.
- Assurance that the storage facilities will be maintained in accordance with the standards specified in paragraph (b) of this section. §250.14(d)(1)
  - Evidence that USDA food shall be clearly identified. §250.14(d)(2)
  - Assurance that an inventory system shall be maintained and an annual inventory will be conducted; and reconciled with the inventory records. §250.14(d)(3)
  - Beginning and ending dates of the contract. §250.14(d)(4)
  - A provision for immediate termination of the contract due to noncompliance on the part of the warehouse management. §250.14(d)(5)
  - A provision allowing for termination of the contract for cause by either party upon 30 days written notification. §250.14(d)(6)
  - The amount of fire insurance coverage, which has been purchased to protect the value of food items which are being stored. §250.14(d)(7)
  - Express written consent for inspection and inventory by the distributing agency, sub distributing agency, recipient agency, the Comptroller General, the Department or any of their duly authorized representatives. §250.14(d)(8)
- H. Disposition of Damaged or Out of Condition USDA Foods: If USDA foods are found to be damaged or out of condition, or unusable for other reasons, the Grantee shall submit a complete report to the Agency covering the conditions relative to such USDA foods and shall dispose of such USDA foods in accordance with instructions received from the Agency.  
§ 250.13(f)
- I. Use of Funds Accruing in Operation of the Program: Funds accruing from the sale of containers, salvage commodities, distribution charges, or recoveries from loss or damage claims shall be used only for the payment of expenses of the Food Distribution Program, including transportation, storage, and handling of USDA foods, and other administrative

- J. expenses. If excess funds accumulate, such funds shall be used to purchase additional food or shall be paid to the Agency. A separate account will be maintained showing all receipts and disbursements from such funds and a complete accounting will be made to the Agency annually.
- K. Receipt of USDA Foods The Grantee shall be responsible for adequate personnel to off-load USDA food deliveries from Agency trucks. The Grantee will also be responsible for the return of Agency pallets to their respective warehouses.
- L. Employment of Food Services Management Companies: The Grantee agrees not to employ the services of a Food Service Management company unless the contract with such a company is approved by the Agency. The contract shall expressly provide that any USDA foods received by the Agency and made available to the Food Service Management company shall be utilized solely for the purpose of providing benefits for the employing agency's food service operation, and it shall be the responsibility of the Grantee to demonstrate that the full value of all USDA foods is used solely for the benefit of the Grantee. All Food Service Management companies shall be subject to review by the Agency for compliance with contractual requirements, in accordance with §250.19(b) (1).
- M. Use of USDA Foods: USDA foods will be used solely for the benefit of those persons served by the Grantee and will under no circumstances be sold, exchanged, traded, used for payment of services, or otherwise disposed of without the written approval of the Agency.

Informational Copy - Do Not Submit

**Attachment C**  
**Notice of Certain Reporting and Audit Requirements**

**Informational Copy - Do Not Submit**

## Notice of Certain Reporting and Audit Requirements

Grantee shall comply with all rules and reporting requirements established by statute or administrative rules. For convenience, the requirements of 9 N.C.A.C. Subchapter 3M.0205 are set forth in this Attachment.

### 1. Reporting Thresholds

There are three reporting thresholds established for Grantees receiving State funds. "State funds" mean any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both federal and State funds maintain their identity as they are subgranted to other organizations. **The Grantee shall indicate by marking the appropriate box  below the amount of State and federal funding it anticipates receiving in its current fiscal year.**

Reporting forms shall be filed electronically with the Office of State Budget & Management (OSBM) at their website [www.ncgrants.gov](http://www.ncgrants.gov), unless high-speed internet is not available to the Grantee. Should electronic reporting not be an option, contact the Contract Administrator.

- Level 1: Less than \$25,000 – A Grantee that receives, uses, or expends State funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by 9 N.C.A.C. Subchapter 3M including:
- A. a certification completed by the Grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted; and
  - B. an accounting of the State funds received, used, or expended.

Reports are due within six months of the grantee's fiscal year end in which State funds were received.

- Level 2: \$25,000 up to \$500,000 – A Grantee that receives, uses, or expends State funds in an amount of at least twenty-five thousand (\$25,000) and up to five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
- A. a certification completed by the Grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
  - B. an accounting of the State funds received, used, or expended; and
  - C. a description of activities and accomplishments undertaken by the Grantee with the State funds.

Reports are due within six months of the grantee's fiscal year end in which State funds were received.

Level 3: Greater than \$500,000 – A Grantee that receives, uses, or expends State funds and in the amount greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:

- A. a certification completed by the Grantee Board and management stating that the State funds were received, used, or expended for the purposes for which they were granted;
- B. an audit prepared and completed by a licensed Certified Public Accountant for the Grantee consistent with the reporting requirement of this Subchapter; and
- C. a description of activities and accomplishments undertaken by the Grantee with the State funds.

Reports are due within nine months of the Grantee's fiscal year in which the State funds were received.

## 2. Audit Requirements

Unless prohibited by law, the costs of audits made in accordance with the provisions of this rule are allowable charges to State and federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Office of Budget and Management (OMB) CFR Title 2, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The cost of any audit not conducted in accordance with this Subchapter is unallowable and shall not be charged to State or federal grants.

The audit requirements in this Subchapter do not replace a request for submission of audit reports by grantor agencies in connection with requests for direct appropriation of State aid by the General Assembly.

Notwithstanding the provisions of this Subchapter, a grantee may satisfy the reporting requirements of Subpart F by submitting a copy of the report required under the federal law with respect to the same funds.

All grantees and subgrantees shall use the forms of the Office of State Budget and Management and of the Office of the State Auditor in making reports to the awarding agencies and the Office of the State Auditor.

*Authority G.S. 143C-6-22; 143C-6-23;  
Eff. July 1, 2005*

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Grantee Organization Name

---

Signature of Authorized Representative

Date

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Printed Name of Authorized Representative

**Attachment D**  
**Certification No Overdue Taxes**

**Informational Copy - Do Not Submit**

## State Grant Certification – No Overdue Tax Debts <sup>1</sup>

**Instructions:** Grantee/Provider should complete this certification for all state funds received. Entity should enter appropriate data in the yellow highlighted areas. The completed and signed form should be provided to the state agency funding the grant to be attached to the contract for the grant funds. A copy of this form, along with the completed contract, should be kept by the funding agency and available for review by the Office of State Budget and Management.

### Entity's Letterhead

**[Date of Certification (mm/dd/yyyy)]**

To: State Agency Head and Chief Fiscal Officer

#### Certification:

We certify that the *[insert organization's name]* does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1(b).

#### Sworn Statement:

*[Name of Board Chair]* and *[Name of Second Authorizing Official]* being duly sworn, say that we are the Board Chair and *[Title of the Second Authorizing Official]*, respectively, of *[insert name of organization]* of *[City]* in the State of *[Name of State]*; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair Signature

\_\_\_\_\_  
*[Signature of Second Authorizing Official]*

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

<sup>1</sup> G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

**Attachment E**  
**Tax Exempt Status Certification**

**Informational Copy - Do Not Submit**



**Attachment F**  
**Conflict of Interest Policy and Certification Form**

**Informational Copy - Do Not Submit**

Certification – Conflict of Interest Policy

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Instructions: Place this completed form with a copy of your Agency's current Conflict of Interest Policy. If this is an Amendment to your Original Contract, you do not have to resubmit the policy, submit only this completed form.

\_\_\_\_\_  
Grantee Organization Name

This is to certify that our organization's Conflict of Interest policy is current.

The effective date of the policy is \_\_\_\_\_  
(mo/day/yr)

The approved or adopted date of the policy is \_\_\_\_\_  
(mo/day/yr)

The policy was approved by:

- Board of Directors  
 Other \_\_\_\_\_ (Attach appropriate documentation.)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**Attachment G**  
**FFATA Data Reporting Requirements**

**Informational Copy - Do Not Submit**

**Federal Funding Accountability and Transparency Act (FFATA)  
Data Reporting Requirements**

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**Grantee: Please complete this form for federally funded grant awards of \$25,000 or more.**

The *Federal Funding Accountability and Transparency Act* (signed on September 26, 2006) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all federal spending awards, which is [www.USASpending.gov](http://www.USASpending.gov).

The Transparency Act prescribes specific pieces of information to be reported. The North Carolina Department of Agriculture and Consumer Services must provide certain data about its subawards. Review the following pages carefully:

**Complete Section I below and Section II. Complete Section III, only if applicable.**

**Section I: Exemption from FFATA Data Reporting Requirement**

• Check the box below as applicable:

Individual – defined as one who applies for or receives an award as a natural person (i.e. unrelated to any business or nonprofit organization he or she may own or operate in his or her name).

Entity with a gross income, from all sources, of less than \$300,000 in the previous tax year. Entity is defined as:

- a Governmental organization, which is a State, local government, or Indian Tribe;
- a foreign public entity;
- a domestic or foreign nonprofit organization;
- a domestic or foreign for-profit organization; and
- a Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

If the required reporting would disclose classified information.

If you checked **any** of the boxes above, complete the section below, sign in blue ink, and continue to Section II on the next page.

If Entity does not meet any of the reasons for exemption, leave the section below blank and continue to Section II.

|  |        |
|--|--------|
| By signing below, I state that the entity listed below is <b>exempt</b> from the FFATA data reporting requirement due to the above checked reason. |        |
| Entity Name:   |        |
| Name:  | Title: |
| Signature:   | Date:  |

**Further Instructions: Continue to Section II**

**Section II: Exemption from Providing Executive Compensation Data**

Check all that apply. If none or only one box is checked, you are **exempt** from providing executive compensation data.

- More than 80% of gross revenues are from the federal government, and those revenues are more than \$25 million in the preceding fiscal year.
- Compensation information is not already available through reporting to the SEC.

If you checked **BOTH** boxes above, you are required to provide executive compensation data. Please fill in the chart below.

Executive compensation for the five most highly compensated officers:

| Title | Name | Total Compensation |
|-------|------|--------------------|
| 1.    |      |                    |
| 2.    |      |                    |
| 3.    |      |                    |
| 4.    |      |                    |
| 5.    |      |                    |

If none or only one box is checked, you do not have to provide Executive compensation information above. Complete the section below, sign in **blue ink**, and continue to **Section III** on the following page.

|   |        |
|---|--------|
| By signing below, I state that the entity listed below is <b>exempt</b> from providing executive compensation data. |        |
| Entity Name:  |        |
| Name:   | Title: |
| Signature:  | Date:  |

**Further Instructions: Continue to Section III**

**Federal Funding Accountability and Transparency Act (FFATA)  
Data Reporting Requirements**

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**Section III: For Entities Required to Provide FFATA Data**

If your Entity had a gross income from all sources of over \$300,000 in the previous tax year, or your Entity is not exempt from providing executive compensation, you are required to provide the following information. Please complete information requested below and follow **Further Instructions** as stated below.

|   |   |
|---|---|
| Entity's Legal Name:  |   |
| DUNS Number of Entity:  | DUNS Number of Entity's Parent (if applicable): |
| Location of Entity:   |   |
| Street Address:   |   |
| City / State / Zip:   |   |
| Congressional District / County:  |   |
| Contract Number Associated with Performance Locations:                              |   |
| <b>Locations of Performance Under the Award (add additional pages if necessary)</b> |   |
| Address:  | Address:  |
| City / State / Zip:   | City / State / Zip:                             |
| Congressional District / County:  | Congressional District / County:                |

**Further Instructions: You MUST attach evidence of your current registration with the System for Awards Management (SAM) (formally known as CCR) i.e., a printout of the results page from a SAM search on your entity's name or DUNS number.**

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**Attachment H**  
**Certifications and Assurances Section**

**Informational Copy - Do Not Submit**

## Certifications and Assurances Section

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### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Agriculture & Consumer Services determines to award the covered transaction, grant, or cooperative agreement.

---

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 7 CFR Part 3018, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 7 CFR Part 3018, Sections 3018.105 and 3018.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. the undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which relevance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required information or who makes a prohibited expenditure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 7 CFR Part 3017, for prospective participants in primary covered transactions, as defined at 7 CFR Part 3017.200, Subpart B:

- A. The applicant certifies that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph 2. (A) (b) of this certification.
- d) Have not within a three-year period preceding this application had one or more public transaction (federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this certification.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021, Subparts A, B, and E, for grantees, as defined at 7 CFR Part 3021:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) establishing an on-going drug-free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The grantee's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c) making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - i. Abide by the terms of the statement; and
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e) notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
  - f) taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
    - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
    - ii. requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency;
  - g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

- B. The grantee must provide the location site(s) for the performance of work done in connection with the specific grant.

Place(s) of Performance (Street address, city, county, state, zip code)

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**DRUG-FREE WORKPLACE - (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3021 Subparts A, C, and E, for grantees, as defined at 7 CFR Part 3021:

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the agency.

Notice shall include the identification number(s) of each affected grant.

**As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above certifications.**

\_\_\_\_\_  
Grantee Organization Name

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title

Informational Copy, Do Not Submit

Attachment I  
NC Openbook Supplemental Information

Informational Copy - Do Not Submit

## NC Openbook Supplemental Information

**Instructions:** Complete the information below and return it to the Contract Administrator identified in your original contract. This information must be submitted as part of your contract. If you have questions, please contact the Contract Administrator or the Alternate Contact as reflected in your contract.

DUNS Number: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
 Grantee Name: \_\_\_\_\_  
 TAX ID Number: \_\_\_\_\_  
 Fiscal Year Ends: \_\_\_\_\_

1. Brief Description and Background/History of your Organization.

|   |
|---|
| Be sure to include the number of years in existence, number of employees, mission and goals of your organization. |
|   |
|   |
|   |
|   |

2. Current project timeline: Begin 07/01/15 End 06/30/16

3. Expected outcomes and specific deliverables.

|   |
|---|
| (Example: Expected Outcome: Aquaculture operation will remain in business. Deliverable: Healthy food made available for human consumption.) |
|   |
|   |
|   |
|   |
|   |

4. The Grantee's WEB URL: \_\_\_\_\_

5. \* Grantee County of Residence: \_\_\_\_\_ Congressional District#: \_\_\_\_\_  
 (CONGRESSIONAL DISTRICT # MUST BE IDENTIFIED)

6. \*\*County of Benefit: Single County:  Yes  No County Name: \_\_\_\_\_  
 Statewide:  Yes  No  
 Regional:  Yes  No

7. If the answer to question number 6 is "Regional", list the counties receiving benefit.

|  |
|--|
|  |
|  |
|  |
|  |

\*Grantee County of Residence: County in which grantee is located.

\*\*County of Benefit: Identified county or counties in which funding will be spent and/or USDA foods will be received.

Attachment J  
Signature Card

Informational Copy - Do Not Submit

**Signature Card**

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**CONTRACT & FINANCIAL DOCUMENTS**

INSTRUCTIONS: Please read and fill in the required information to the right of each field where applicable. Provide the requested printed and written signatures (in Blue Ink) of agency representatives in the designated areas. In the event the affixed signature(s) are no longer valid, a revised form must be submitted prior to processing any contractual documents or submitting "Request for Payments" or any other financial documents.

**SECTION I.**

Date: ✓

Legal Applicant Organization/Agency Name:

Federal Tax Identification Number:

**SECTION II.**

**Certification:**

By affixing my signature below, I certify that person(s) identified are designated having legal authorization to sign on behalf of the organization named in Section I, above, for purposes of executing contractual documents and preparing, approving and executing all financial documents; including "Requests for Payments." I understand the legal implications of any and all misrepresentation, which include but are not limited to defrauding the State of North Carolina, and certify that the person signing below has full authority to execute this Agreement on behalf of the named organization.

**NON-GOVERNMENTAL ORGANIZATIONS ONLY**

**Board Chair, Executive Director, etc.**

**Financial Representative, Treasurer, etc.**

Print Name & Title:

✓

Print Name & Title:

✓

Signature:

✓

Signature:

✓

**GOVERNMENTAL ENTITIES**

**Authorized Governmental Official**

**Chief Fiscal Officer**

Print Name & Title:

Print Name & Title:

Signature:

Signature:

**Attachment K  
Federal Regulations**

**Informational Copy - Do Not Submit**

## Federal Regulations

### **Uniform Grant Guidance (applies to all grants)**

2 CFR Chapter I, and Chapter II Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Revised to **Uniform Guidance Title 2 Part 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, eff. 12/24/14.

### **Emergency Food Assistance (Administrative Costs)**

#### **10.568 2CL**

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

### **Emergency Food Assistance (Food Commodities)**

#### **10.569 2CL**

7 CFR Part 251; refer to 7 CFR Part 250 for applicable provisions on USDA Foods handling.

### **National School Lunch Program**

#### **10.555**

Program regulations are codified at 7 CFR Parts 210 and 245.

### **Commodity Supplemental Food Program**

#### **10.565**

7 CFR Part 247.

### **Special Crop Block Grant – Farm Bill**

#### **10.170**

All awarded grant projects must comply with all applicable federal and state laws and regulations and the terms of the grant award. The Grantee shall comply, as applicable, with the Specialty Crop Competitiveness Act of 2004 of Public Law 108-465 (7 U.S.C. § 1621 note); specialty crop block grant program regulations at 7 C.F.R. Parts 1290 and 1291; and uniform federal grant regulations at 7 C.F.R. Parts 3015, 3016 and 3019; and audit requirements at 7 C.F.R. part 3052.

### **Cooperative Forestry Assistance**

#### **10.664**

Forest Service Manual- Titles 3000, 3100, 3200, 3300, 3400, 3500, 3600, 3700, 3800, and 3900

available in all Forest Service offices, and State Forestry agency offices. OMB Circular Nos. A-102 as implemented by 7 CFR Part 3016, and A-87 as implemented by 2 CFR 225 are applicable to State and local government grantees.

### **Nonpoint Source Implementation Grants 66.460**

Operational grant guidelines for FY 2013 Nonpoint Source Program and Grants Guidelines for States and Territories (Oct. 23, 2003). The guidelines can be found at <http://www.epa.gov/fedrgstr/EPA-WATER/2003/October/Day-28/w26755.htm>.

The revised guidelines published on April 12, 2013 apply for FY 14 and beyond. Tribal grant information is posted at <http://www.epa.gov/ops/tribal>.

### **Basic and Applied Scientific Research 12.300**

Department of Defense Grant and Agreement Regulations (DoDGARS) and refer to ONR website – <http://www.onr.navy.mil>

The Grantee agrees to abide by all applicable federal administrative and audit requirements, cost principles and program regulations.

The electronic code of federal regulation is available at the U.S. Government Printing Office's website, <http://www.ecfr.gov>. The Catalog of Federal Domestic Assistance is available at <https://www.cfda.gov>.

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12955, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is

permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the

System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**Attachment L**  
**Certification of Eligibility under the Iran Divestment Act**

**Informational Copy - Do Not Submit**

**CERTIFICATION OF ELIGIBILITY  
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each Grantee, prior to contracting with the State certify, and the undersigned on behalf of the Grantee does hereby certify, to the following:

1. that the Grantee is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Grantee shall not utilize on any contract with the state agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Grantee to make this Certification.

Grantee Organization Name: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address:  
<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>  
and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at [Meryl.Murtagh@nctreasurer.com](mailto:Meryl.Murtagh@nctreasurer.com) or (919) 814-3852.

\* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

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Business name/disregarded entity name, if different from above

---

Check appropriate box for federal tax classification (required):

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_

Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)

---

City, state, and ZIP code

---

List account number(s) here (optional)

---

Requester's name and address (optional)

---

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number         |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |
| Employer identification number |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**      Signature of U.S. person ▶ \_\_\_\_\_      Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.