SOUP KITCHENS
(SKP)

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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I. INTRODUCTION

The United States Department of Agriculture's (USDA) Food Distribution Program makes USDA foods available to non-profit agencies that prepare and serve meals to those in need . All of the foods provided by USDA are purchased through surplus removal and price support programs.

This handbook was created to provide descriptive on-site guidance for management in accordance with federal and state requirements, while participating in the Food Distribution Program.

II. REFERENCE MATERIALS

A. *USDA Regulations and Instructions*

The Food Distribution Program is authorized by the U.S. Congress through several pieces of legislation. The primary pieces of legislation which enable the various USDA foods to be provided to soup kitchens are:

- Section 32 of the Agricultural Act of 1935, which authorizes the purchase and distribution of perishable USDA foods in order to remove surplus product and stabilize farm prices; and

- Section 416 of the Agricultural Act of 1949, which authorizes the purchase and distribution of USDA foods for the purpose of supporting farm prices.

Regulations are developed and issued by USDA based upon provisions contained in the enabling legislation. Copies of pertinent regulations (***e.g., Code of Federal Regulations 250, 251***) are available upon request from The North Carolina Department of Agriculture and Consumer Services – Food Distribution (NCDA&CS-FDD).

In addition to regulations, formal instructions and policy memoranda are issued to provide more detailed guidance in dealing with specific areas of the program.

The guidance contained in this handbook incorporates requirements for program administration identified in legislation, regulations, instructions, policy memoranda and guidance material regarding good management practices issued by both the federal and state offices.

B. *USDA Foods Specifications*

Specifications identify the product characteristics in terms that are mutually understood by the purchaser (USDA) and the vendor. Components of the specification may include:

1. Name of item
2. Quality or official grade
3. Kind, style and/or variety
4. Product composition
5. Special instructions
6. Conditions
7. Size of the product
8. Packaging and pack units

Soup Kitchens may be able to utilize these specifications in their procurement activities. However, some products described may not be available on the commercial market to individual purchasers.

C. *USDA Foods Information Sheets*

USDA Foods Information Sheets **(Exhibit 1)** are available for each USDA food item. Each information sheet provides the following information about the product:

1. Product description
2. Pack size including the number of units per case
3. Yield per unit (number of servings)
4. Usage suggestions
5. Storage guidelines
6. "Best if Used By" guidance

The NCDA&CS - FDD will provide information sheets upon request, or they may be downloaded from our website www.ncagr.gov/fooddist/.

D. *USDA Standardized Recipes*

USDA standardized recipes **(Exhibit 1) are available upon request** or can be downloaded from the following web address, www.ncagr.gov/fooddist, by clicking the link for USDA Foods Information Sheets.

III. ELIGIBILITY/AGREEMENTS

A. Soup Kitchens are eligible to participate in the food distribution program if the following criteria are met:

1. Agency must complete Application for USDA Foods (**Exhibit 2**)
2. Agency must provide congregate meals to people in need.
3. Agency must maintain a non-profit status and public service.(Proof of 501(C)3)
4. Agency must have adequate dry and freezer storage facilities.

B. Soup Kitchens, upon meeting eligibility requirements, will:

1. Enter into an Agreement and Contract with NCDA&CS Food Distribution Division, the state distribution agency (**Exhibits 3 & 15**).
2. Execute amendments to contract annually.

IV. AVAILABLE USDA FOODS

The type and amount of USDA foods may vary from time to time depending on market conditions.

All of the foods that USDA purchases must be certified by the USDA's inspection services to ensure they meet established specifications. Specifications for the quality of the foods purchased are constantly updated. Recently, revised specifications have reduced the fat, sugar and salt contents of foods purchased. Updated specifications also improve the cooking quality of the USDA foods purchased.

All USDA foods are offered or made available on a use without waste basis. Items ***must be used within six (6) months of receipt.***

V. ALLOCATIONS AND ORDERING

A. *Making Foods Available*

USDA Foods are purchased by USDA based on a number of factors such as: market conditions, the amount, types and cost of foods available. Once the foods are requested by a Soup Kitchen, it is the Soup Kitchen's responsibility to advise The NCDA&CS-FDD *in writing* of their individual refusals and quantity changes.

B. *Ordering USDA Foods*

USDA informs The NCDA&CS-FDD of actual or estimated quantities or specific foods expected to be made available. The NCDA&CS-FDD sends out a quarterly survey or PAL (Planned Assistance Level) to the Soup Kitchens for their requests. (**Exhibit 4)**

VI. RECEIVING USDA FOODS

A Soup Kitchen may receive USDA foods from a state warehouse, where the USDA foods have been received, stored and have become available to Soup Kitchens. The warehouse will notify the agency / Soup Kitchen by fax **or** e-mail as to which foods are available, and, when and where they may be picked up.
(Exhibit 5 and 6)

A. *Guidelines*

General guidelines apply to Soup Kitchens receiving USDA foods:

- The product being delivered is the product requested (including amount) and identified on the delivery ticket.

- The product is in good condition – not damaged or spoiled.
  The receiving party should personally check everything before signing a delivery document. In the event that any food is questionable, products or portions thereof should be rejected or conditionally accepted. Every exception should be noted on the actual delivery document and signed by *both* the receiving party <u>and</u> the delivery person. Also, The NCDA&CS-FDD should be notified immediately of significant problems.

B. *Shipments Through State Warehouses*

The NCDA&CS-FDD will notify the Soup Kitchen of the amount of available USDA foods to be shipped from the state warehouse on a notice of delivery or invoice (**Exhibit 5 and 6)**. Included in this notification will be such items as estimated case value of the food, the arrival date, and type of storage required for the foods. To avoid problems during the delivery process, the Soup Kitchen and the NCDA&CS-FDD should have a clear understanding of any special needs. The delivery notice or invoice indicates the location, date, and time to meet the state-owned truck. **It is the responsibility of the agency (Soup Kitchen) to make arrangements to pick-up the USDA foods at the location and time designated by the state warehouse.** It is also the responsibility of the Soup Kitchen to be *on time* to pick up their foods. The USDA foods not picked up will be returned to the state warehouse and put back into inventory. These foods will be recycled and returned to the Soup Kitchen at the next appointed delivery date, ***if*** the agency (Soup Kitchen) notifies the warehouse within **ten days**. Otherwise, the Soup Kitchen is no longer entitled to the foods.

Prior to the truck's arrival, the receiving employee should have the faxed list or e-mail of foods that were to be shipped (delivery notice or invoice) **Exhibit 5 and 6**, and have all necessary storage areas prepared to accept the delivery. Upon arrival, the list must be compared to the delivery ticket carried by the truck driver. If they are the same, unloading should proceed with the responsible Soup Kitchen employee keeping a careful count of every item and preparing a tally sheet of the items unloaded.

C. *Unloading*

During the unloading process, a careful watch for damaged foods, out-of-condition foods, frozen foods that have thawed, spoiled cases, or any indication of spillage or breakage should be conducted. Any problem should be investigated *immediately.*

Affected foods should be refused or salvaged to the maximum extent possible. Foods with any indication of rodent or insect contamination should be refused.

Foods found to be damaged or unusable should be reported to The NCDA&CS-FDD on the delivery notice / invoice. (**Exhibit 6**)

D. *Inventory*

As soon as foods are accepted they should be moved into correct storage areas to prevent theft or deterioration by thawing, and then entered into inventory records.

VII. STORAGE

The storage of USDA foods involves two major areas -- storage conditions and storage practices. Soup Kitchen employees should familiarize themselves with state health codes that need to be practiced in addition to these USDA / NCDA&CS-FDD storage guidelines.

A. *Storage Conditions*

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

Temperatures

1. To maintain quality, food must be stored at proper temperature. Soup kitchens should refer to the USDA Foods Information Sheet (**Exhibit 1**) for each food and/or NCDA&CS-FDD invoice and for each foods storage temperature instructions. (**Exhibit 7)**

2. Temperatures in freezers, dry storage, and refrigerators/coolers should be checked and recorded on a daily basis and checked when known or potential power losses have occurred. **It is *required* that freezers and coolers be checked and recorded seven (7) out of every seven (7) days.** It is ***recommended*** that dry storage be checked and recorded seven (7) out of every seven (7) days as well. This 7 out of 7 days includes holidays and vacations.

   The Recommended temperatures are:

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

B. *Storage Practices*

Storage practices refer to the daily activities which maintain both USDA foods and storage areas in good condition.

1. **First In, First Out (FIFO**)

   USDA foods should be stacked so that the foods with the oldest pack dates are in front and are used first. USDA foods, unlike many commercial foods, may have the pack date or contract number on the case. Although the cases are usually marked with a pack or best if used by date, the cases/cans should

also be marked by receiving party as to the date received. **NOTE:** If food is taken out of the cases, the individual units (cans, boxes, etc.) 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 cross-stacked to keep the stack solid and to allow air circulation.

   c. USDA foods should not be stacked near sources of steam or heat.

3. **Protection of USDA Foods in Storage**

   a. USDA foods should be checked regularly for signs of deterioration.

   b. Inspections should be made regularly for torn sacks and broken cartons.

      If food is contained in torn sacks and broken cartons and is in good condition, it should be repacked; otherwise, it should be properly destroyed. (See Section VIII. Food Losses).

   c. Storage areas and freezers/coolers should be maintained in a clean and orderly manner.

   d. Monthly extermination treatments are recommended, however, more often if necessary.

   e. USDA foods should be stored away from pesticides, cleaning supplies and paper products.

   f. USDA foods should be stored so that they are secure from theft.

   g. Refer to storage guide codes listed on the delivery notice /invoice (**Exhibit 6**). Descriptions of storage code numbers are listed at the bottom of each delivery notice or invoice.

4. **Air Circulation**

   a. Air circulation is important for frozen, chilled and dry storage.

   b. USDA foods should be stacked on pallets or shelves with at least four inches wall and floor clearance and two feet ceiling clearance. Blowers should not be blocked by USDA foods.

VIII. FOOD LOSSES

Occasionally, Soup Kitchens will experience losses of USDA foods which were received in good condition. Generally, such losses will be due to inventory adjustments or due to theft, damage, infestation or spoilage. Foods which go out of condition (damage, swollen cans and spoilage) frequently create sanitation problems. The NCDA&CS-FDD should be contacted immediately in such situations for guidance in dealing with the matter since inspection of the food by health authorities or representatives of the NCDA&CS-FDD, or USDA may be necessary. Losses of food either purchased or USDA foods, are expensive, and care should be taken to prevent them. When losses occur, it is the responsibility of the Soup Kitchen to demonstrate that reasonable efforts were made to safeguard foods.

A. *Loss Reports*

1. When a USDA food loss occurs, it must be reported to The NCDA&CS-FDD office. A claim number will be assigned and a form mailed **(Exhibit 8**). The form must be completed by the Soup Kitchen and returned to The NCDA&CS-FDD. The report should include any information and / or explanation concerning the loss and how it occurred. While some losses are unavoidable, some occur due to the lack of proper handling or management of the foods. Losses which could have been avoided may result in the Soup Kitchen being required to replace the food or pay for the loss.

2. For USDA food losses under $ 250 per incident, the loss should be documented, the food properly disposed of, and the lost amount reduced from the inventory. **All USDA food losses $ 250 and over must be reported to NCDA&CS-FDD.**

B. *Disposal of Out-of-Condition Foods*

1. Labels from cartons should be obliterated so that innocent people will not eat contaminated food.

2. Food should be adulterated so that it is no longer edible or fit for human or animal consumption. For example, bleach should be poured on the food.

3. Food can also be taken to a landfill and buried or burned. The Soup Kitchen must witness disposition of foods and obtain a receipt from the landfill operator as proof of proper disposal.

C. *Claim Determination*

If negligence is determined, a claim will be assessed. Bonus foods may be replaced with like or similar items at The NCDA&CS-FDD's option. In cases where it would not be practical to replace lost food, the Soup Kitchen will be required to pay for those items.

IX. INVENTORY AND UTILIZATION RECORDS

A. *Inventory Records*

Soup Kitchens should maintain the following:

1. A "perpetual inventory" (**Exhibit 9**) will be used for documenting when USDA foods are added or removed from storage.

2. A monthly physical inventory (**Exhibit 10**) of all USDA foods placed in <u>all</u> storage facilities shall be maintained. This inventory record should be reconciled with the perpetual inventory to ensure accurate balances. Both inventory records should be retained for five (5) years.

3. If any USDA foods are stored in commercial storage facilities, physical inventory of these foods is required. A contract containing specific criteria must be signed and dated by the respective Soup Kitchen and the commercial storage facility. The original contract is kept on file at the agency (Soup Kitchen) and a current copy of this contract must be on file at The NCDA&CS-FDD, Butner office.

4. If the Soup Kitchen contracts with a food service management company, a physical inventory of USDA foods on hand at the company's production facility or other storage location is required. A contract containing specific information must be signed and dated by the respective Soup Kitchen and the food service management company. The original contract is kept on file at the agency (Soup Kitchen) and a current copy of this contract must be on file at the Food Distribution Division, Butner office.

The inventory report should give the names of all storage locations. Good inventory management procedures are necessary for the Food Distribution Program. TheNCDA&CS-FDD staff should be consulted for technical assistance in these management areas.

The NCDA&CS-FDD staff will check the inventory reports for excessive supply levels. Where excesses exist, transfers will be arranged and/or future allocations will be reduced.

If assistance is needed on physical or perpetual inventory procedures or forms, The NCDA&CS-FDD should be contacted at (919) 575-4490, or contact the Field Representative assigned to your agency.

B. ***Transfer of USDA Foods***

1. Anytime a USDA food needs to be moved from one Soup Kitchen to another Soup Kitchen, a record of transfer is required (**Exhibit 11**). Soup Kitchen should contact their field representative or call the Butner office.

2. Before a USDA food is transferred to another agency, it must be approved by The NCDA&CS-FDD. A special transfer form is used and a number is assigned when making arrangements to transfer USDA foods from one participating Soup Kitchen to another.

X. MONITORING

The NCDA&CS-FDD reviews all program areas such as eligibility, record keeping, storage procedures and practices, allocations and utilization of USDA foods, and food processing (**Exhibit 13**). Every recipient agency will be reviewed **every two (2) years**. Representatives of USDA may also review and/or audit your program.

XI. CIVIL RIGHTS COMPLIANCE

All agencies participating in the USDA Foods Program, including Soup Kitchens, are required to assure that recipients are not discriminated against because of race, color, national origin, age, sex, or disability, age or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Staff and volunteer training must be concluded and documented annually. A Civil Rights Compliance form **(Exhibit 12)** will be completed and submitted at the same time as the review. If there is a civil rights complaint, it should be noted on a “Report of Findings of Non-compliance” form **(Exhibit 13)** and submitted to The NCDA&CS-FDD to be forwarded to USDA. In addition, a USDA “And Justice for All” poster must be on display in plain view of the serving line.

XII. FOOD ALERTS

In spite of quality controls and inspections, products sometimes find their way into the marketplace which may be suspected to cause a potential health hazard. Full cooperation is necessary at all levels (federal, state, and local) to identify and place a "**Hold**" on suspected products. As soon as USDA's Regional Office is notified of a food alert, NCDA&CS-FDD representatives will contact each Soup Kitchen with details and instructions.

When the food alert is over, The NCDA&CS-FDD will contact the Soup Kitchen as to the proper steps to be taken with the respective USDA foods.

XIII. FOOD COMPLAINTS

In the food business, every company will occasionally have complaints regarding their products. This is also true with USDA foods. If a Soup Kitchen experiences problems with foods such as a packaging issue (rusty cans, bags not sealed properly), foreign objects in the food, poor quality/texture of food, The NCDA&CS-FDD should be contacted immediately. Before The NCDA&CS-FDD is contacted, the Soup Kitchen should gather all available information concerning the problem such as: the full name of the food, the nature of the complaint, the number of cases/bags involved**,** pack date, contract number, total number cases in inventory, packer's name, and NCDA&CS-FDD invoice number **(Exhibit 14)**.

The food in question should be placed *on hold* until it can be inspected and/or a decision made as to what action is to be taken. Depending upon the circumstances, every effort will be made to replace the food.

The USDA Food Complaint Form can also be found at www.ncagr.gov/fooddist/

XIV. CONTRACT CHECK OFF LIST AND CONTRACT

The purpose of the Contract is for receiving USDA foods from the North Carolina Department of Agriculture and Consumer Services, Food Distribution Division and the Recipient Agency, which will be used by the Recipient Agency to feed the hungry and/or distribute foods to eligible program participants. The Recipient Agency's project title is Emergency Food Assistance Program (USDA foods only). The Contract is funded by a grant from USDA, Food and Nutrition Service, in accordance with the "Catalog of Federal Domestic Assistance (CFDA) number 10.569. Funds awarded under this contract must be used for the purposes for which they are intended **(Exhibit 15)**.

XV. NCGRANTS ONLINE REPORTING - GAINING ACCESS TO THE SYSTEM

(Exhibit 16) contains guidelines for you to follow in order to report the dollar value of USDA Foods your agency receives each year in accordance with GS 143C-6-23. Your agency is required to submit these reports electronically (see **EXHIBIT 15**, **attachment (C)** with the Office of State Budget & Management in the NCGrants Online Reporting System each year.

Exhibit 1

UNITED STATES DEPARTMENT OF AGRICULTURE

Household USDA Foods Information Sheet

USDA FOODS
HEALTHY CHOICES
AMERICAN GROWN

APPLESAUCE, CANNED, UNSWEETENED

Date: August 2012 Code: 100207

PRODUCT DESCRIPTION

- Canned unsweetened applesauce is U.S. Grade A with natural color and flavor. Applesauce may have added ingredients to prevent browning. The label will state if this is so.

PACK/YIELD

- Each can contains about 15 ounces, which is about 2 cups or 4 servings (½ cup each).

STORAGE

- Store unopened cans in a cool, clean, dry place.
- Store opened applesauce in a tightly covered container not made from metal and refrigerate.
- Look at the "Best if used by" or "Best by" date on the can.
- For further guidance on how to store and maintain USDA Foods, please visit the FDD Web site at: http://www.fns.usda.gov/fdd/facts/biubguidance.htm.

USES AND TIPS

- Unsweetened applesauce can be served as a simple dessert, at room temperature or chilled. Sprinkle with cinnamon for an extra treat.
- Applesauce is a great fat substitute in baking cakes, muffins, breads, and other baked goods. Substitute half the amount of fat in a recipe with applesauce for lower fat baking. (For example, if a recipe calls for ½ cup oil, use ¼ cup oil and ¼ cup applesauce instead.)
- Applesauce can be a wonderful topping for potato pancakes, roasted or grilled pork, or pancakes and waffles.

NUTRITION INFORMATION

- ½ cup of applesauce counts as ½ cup in the MyPlate.gov Fruit Group. For a 2,000-calorie diet, the daily recommendation is about 2 cups.

FOOD SAFETY INFORMATION

- If the can is leaking or the ends are bulging, **throw it away**.
- If the canned food has a bad odor, or liquid spurts out when the can is opened, **throw it away**.

OTHER RESOURCES

- www.nutrition.gov
- www.choosemyplate.gov
- www.fns.usda.gov/fdd/

NUTRITION FACTS

Serving size: ½ cup (122g) canned applesauce, unsweetened

Amount Per Serving

Calories 51 Calories from Fat 0

	% Daily Value*
Total Fat 0 g	**0%**
Saturated Fat 0 g	**0%**
Trans Fat 0 g	
Cholesterol 0 mg	**0%**
Sodium 0mg	**1%**
Total Carbohydrate 14 g	**4%**
Dietary Fiber 1.3 g	**1%**
Sugars 12 g	
Protein 0 g	

Vitamin A 1%	Vitamin C 1%
Calcium 1%	Iron 0%

*Percent Daily Values are based on a 2,000 calorie diet.

Nutrient Values in the Nutrition Facts Label above are from the USDA National Nutrient Database for Standard Reference, or are average values from vendors who provide USDA Foods. Please refer to the product's Nutrition Facts label or ingredient list for product-specific information.

DUTCH APPLE YOGURT

MAKES ABOUT 2 SERVINGS

Ingredients

- ½ cup plain or vanilla nonfat yogurt
- ½ cup unsweetened applesauce
- 1 tablespoon raisins
- ⅛ teaspoon ground cinnamon
- 1 teaspoon brown (or regular sugar)
- 1 tablespoon nuts, or 1 tablespoon crunchy cereal such as oat cereal or corn flakes

Directions

1. Combine all ingredients in a small bowl and mix well.
2. Cover and refrigerate until chilled.
3. Eat and enjoy as a snack or dessert.

Nutrition Information for 1 serving (about ½ of recipe) of Dutch Apple Yogurt							
Calories	130	**Cholesterol**	5 mg	**Sugar**	22 g	**Vitamin C**	14 mg
Calories from Fat	20	**Sodium**	90 mg	**Protein**	4 g	**Calcium**	100 mg
Total Fat	2.5 g	**Total Carbohydrate**	25 g	**Vitamin A**	1 RAE	**Iron**	3 mg
Saturated Fat	0 g	**Dietary Fiber**	2 g				

Recipe adapted from SNAP-ED Connection Recipe Finder

APPLESAUCE BREAKFAST CAKE

MAKES ABOUT 12 SERVINGS

Ingredients

- Nonstick cooking spray
- 1 ½ cups flour plus 1 tablespoon
- 1 ¼ teaspoons baking powder
- ¼ teaspoon baking soda
- 1 teaspoon cinnamon
- ½ teaspoon nutmeg (if you like)
- ½ cup granulated sugar (use 1 cup regular sugar if brown sugar is not used)
- ½ cup brown sugar (if you like)
- 1 egg
- 1 ¼ cup applesauce
- ¼ cup vegetable oil
- 1 teaspoon vanilla extract
- ½ cup raisins

Directions

1. Preheat oven to 350 degrees F. Coat a 9-inch bundt pan or a 8x4-inch loaf pan with nonstick cooking spray and dust with 1 tablespoon flour.
2. Combine the remaining flour (1 ½ cups), baking powder, baking soda and cinnamon. If using nutmeg, add that too. Mix well.
3. Combine sugars, egg, applesauce, oil, and vanilla. Mix into flour until combined. Stir in raisins.
4. Bake for 30-35 minutes or until cake is browned and a toothpick or fork inserted into the center comes out clean. Allow to cool in pan for 10 minutes; turn pan upside down onto a rack or plate and cool.

Nutrition Information for 1 serving of Applesauce Breakfast Cake							
Calories	210	**Cholesterol**	18 mg	**Sugar**	26 g	**Vitamin C**	1 mg
Calories from Fat	50	**Sodium**	90 mg	**Protein**	2 g	**Calcium**	48 mg
Total Fat	5 g	**Total Carbohydrate**	40 g	**Vitamin A**	6 RAE	**Iron**	1 mg
Saturated Fat	1 g	**Dietary Fiber**	1 g				

Recipes adapted from The Passionate Vegetarian Cookbook.

These recipes, presented to you by USDA, have not been tested or standardized. *USDA is an equal opportunity provider and employer.*

Exhibit 2

NCD-8
1/2016

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

APPLICATION FOR USDA FOODS

RA Code _____

RA Name _____

The Agency above hereby makes application to the North Carolina Department of Agriculture and Consumer Services for foods by the United States Department of Agriculture. In support of the application, we are submitting the following information relative to the operation of the institution (agency).

I. GENERAL INFORMATION

A. Type of institution (check one only)

- ☐ 1. Nonprofit, nonpenal, educational (school)
- ☐ 2. Nonpenal, noneducational, public (federal, state, county or city)
- ☐ 3. Nonprofit, tax-exempt, private hospital
- ☐ 4. Other nonprofit, noneducational, tax-exempt, private institution organized for charitable or public welfare purposes such as home for aged, orphanage, child care center, etc.
- ☐ 5. Correctional facility
- ☐ 6. Jail (county or city)
- ☐ 7. Other (explain)

_____

_____

- ☐ 8. Give a brief description of institution and its purposes

_____

_____

_____

B. Tax Exempt letter enclosed: ☐ Yes ☐ No

To be eligible to participate in the Food Distribution Program, the applicant must have been declared tax-exempt by the U.S. Treasury, Internal Revenue Service, within the past three (3) years.

IMPORTANT - Please enclose a copy of your tax-exempt letter from the Internal Revenue Service. (*Not required for applicants in Class I, A -2, 5 & 6 above.)*

C. Agency/Institution Fiscal Year End. i.e. (12/31) _____
Month/Day

II. CHARGES

A. Does the institution (facility) make a charge for its services? (Include room, meals, tuition, and all other services.)

If so, give charge per person per month . . . . . $_____

B. Is food service operated on a nonprofit basis? . . . . . _____

C. Give capacity of the institution (facility) . . . . . _____

III. FOOD SERVICE

A. Does the institution (facility) maintain an established feeding operation on a regular basis as an integral part of its normal activity? . . . . . _____

B. Does the institution (facility) serve meals 12 months each year? . . . . . _____

If not: Opening Date _____

Closing Date _____

C. Do you employ a food service or food management company to conduct your feeding operation? _____
(If yes, a copy of the contract MUST be attached to this completed application.)

D. Do you employ another agency or firm to convert foods (USDA donated) into a different end product? . . . . . _____

E. Do you contract with a commercial food storage facility? _____

(If yes, a copy of the contract must be attached to this completed application)

F. Location where USDAfoods are stored

_____ _____
(Street Address) (City)

G. Location of kitchen facilities used in meal preparation

_____ _____
(Street Address) (City)

H. Location of site (s) where USDA food is served

_____ _____
(Street Address) (City)

Show average <u>daily</u> number of meals served to eligible persons during past six months. Estimate number to be served if new operation. Do not include staff or other ineligible persons.

	Average Daily Number of Breakfast	Average Daily Number of Lunch	Average Daily Number of Dinner
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

IV. Name of person designated to receive telephone calls and correspondence concerning foods:

Name:_____

Title: _____

Telephone Number:_____

Fax Number:_____

Email Address _____

IV. Name of person authorized to sign a contract with NCDA&CS:

Name:_____

Title: _____

Telephone Number:_____

Fax Number:_____

Email Address _____

CIVIL RIGHTS ASSURANCE

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, 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:

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

This institution is an equal opportunity provider.

By accepting this assurance, the RA 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 NCDA&CS and the RA, 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.

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

The undersigned hereby certifies that the information given above was obtained from substantiated records of this agency which may be audited or verified by the North Carolina Department of Agriculture and Consumer Services or its agent.

_____
(Name of Recipient Agency)

_____ _____ _____
(Address) (City) (Zip)

_____ _____ _____
(Signature of Head of Institution) (Title) (Date)

_____
(Printed Name Head of Institution)

NOTE: Section 504 of the Rehabilitation Act is designed to assure that those who receive federal financial assistance will not discriminate against disabled persons. It provides in relevant part as follows:

"No otherwise qualified disabled individual in the United States...shall solely by reason of his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance"

FORM NCD-3
(INSTITUTIONS/SKP)
Revised 3/2016

NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
PO Box 659
Butner, NC 27509-0659

AGREEMENT COVERING USDA FOODS
PERMANENT

The _____(hereinafter referred to as the Recipient Agency) in consideration of approval by the North Carolina Department of Agriculture and Consumer Services-Food Distribution Division (hereinafter referred to as NCDA&CS-FDD) of its application for food by the United States Department of Agriculture (hereinafter referred to as USDA) covenants and agrees to the terms and conditions herein set forth. The agency 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.

The Recipient Agency being the authority having supervision and control over the operation of this recipient group will supervise the storage, handling, and use of all USDA foods received in such a manner as will insure compliance with the following terms and conditions of this agreement:

TERMS AND CONDITIONS

1. Quantities Requested: USDA foods will be requested and accepted only in such quantities as can be properly stored and fully utilized.

2. Allocations: The NCDA&CS-FDD will notify the Recipient Agency of the availability of any USDA foods and will specify any special terms and conditions of donation that are attached to a particular food in addition to the general terms and conditions set forth herein. The Recipient Agency agrees to abide by such additional terms and conditions as are specified. USDA foods will be delivered in accordance with the requested schedules wherever possible. However, the NCDA&CS-FDD shall not be held responsible for delays or nondelivery of any USDA foods regardless of cause.

3. Use of USDA Foods: USDA foods will be used solely for the benefit of those persons served or assisted by the Recipient Agency and will under no circumstances be sold, exchanged, traded, used for the payment of services, or otherwise disposed of without prior written approval of the NCDA&CS-FDD.

4. Redonation: When a Recipient Agency has USDA foods on hand which it cannot effectively utilize within the specified period of use, it shall immediately notify the NCDA&CS-FDD, which will issue instructions for disposition of USDA foods. The Recipient Agency agrees to release any or all USDA foods to NCDA&CS-FDD in case of a state of emergency of any kind declared by the Governor of North Carolina, or Federal Authorities.

5. Improper Distribution or Loss of or Damage to USDA Foods: If a Recipient Agency improperly distributes or uses any USDA foods or causes loss of or damage to a USDA foods 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. All amounts collected by such action shall be used in accordance with Paragraph 9 of this agreement.

6. 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 Recipient Agency shall submit a complete report to the NCDA&CS-FDD covering the conditions relative to such USDA foods and shall dispose of such USDA foods in accordance with instructions received from the NCDA&CS-FDD.

7. Normal Food Expenditures: The Recipient Agency agrees that normal food expenditures will not be reduced because of the receipt of USDA foods and assures that its food budget was made without consideration of the value of USDA foods.

8. Use of Funds Accruing in Operation of the Program: Funds accruing from the sale of containers, salvage USDA foods, distribution charges, or recoveries from loss or damage claims shall be used only for the payment of expenses of the USDA Food Distribution Program including transportation, storage, and handling of USDA foods, and other administrative expenses. If excess funds accumulate, such funds shall be used to purchase additional food or shall be paid to the NCDA&CS-FDD. A separate account will be maintained showing all receipts and disbursements from such funds and a complete accounting will be made to NCDA&CS-FDD annually.

9. Personnel and Facilities: The Recipient Agency shall provide adequate personnel including supervisory personnel to review program operations in schools and to distribute the USDA foods in accordance with terms and conditions of this agreement. Facilities shall be provided by the Recipient Agency for properly handling, storing, and distribution of USDA foods so as to safeguard against the theft, spoilage, and other loss.

10. Receipt of USDA Foods: The Recipient Agency shall be responsible for adequate personnel to off-load USDA foods deliveries from NCDA&CS-FDD trucks. The local agency will also be responsible for the return of NCDA&CS-FDD pallets to their respective warehouses.

11. Commercial Distributors: If the Recipient Agency employs a commercial distributor to store and/or distribute its USDA foods, there must be a written contract between the two parties. The NCDA&CS-FDD will furnish instructions and minimum contract requirements upon request of the Recipient Agency.

12. Employment of Food Service Management Companies: The Recipient Agency agrees not to employ the services of a Food Service Management Company unless the contract with such a company is approved by the NCDA&CS-FDD. The NCDA&CS-FDD will furnish instructions and minimum contract requirements upon request of the Recipient Agency.

13. Records and Reports: Accurate records will be maintained for a period of not less than three (3) years following the close of the fiscal year to which they pertain. These records shall contain information pertaining to all transactions relating to the receipt, disposal, and use of USDA foods and with respect to receipts and disbursements of funds arising from the operation of the Distribution program. The Recipient Agency shall submit such receipts, inventory reports, and other reports covering distribution operations at such time and in such form as may be required by the NCDA&CS-FDD.

14. 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.

15. 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, 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, 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:

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

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 services without consideration or at a nominal 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 a 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 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 Recipient Agency 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 the distributing agency or, where applicable, Recipient Agency, 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 below are authorized to sign this assurance on behalf of the program applicant.

16. Termination or Cancellation: Either agency may terminate this agreement by giving thirty (30) days notice in writing to the other party. If the Recipient Agency fails to comply with the following provisions of this agreement or to return any reports or inventories or procedures issued in connection with or any agreement entered on pursuant hereto, the NCDA&CS-FDD may at its discretion, disqualify the Recipient Agency from further participation in any Distribution Program. The NCDA&CS-FDD may cancel this agreement immediately upon receipt of evidence that the terms and conditions hereof have not been fully complied with by the Recipient Agency, except that any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations. Subject to such notice of termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of the NCDA&CS-FDD, either (a) to make distribution of remaining inventories of USDA foods in accordance with provision of this agreement, or (b) to return such inventories to the NCDA&CS-FDD and to transmit such records and reports as are required by the NCDA&CS-FDD to record final disposition of such inventories

The aforementioned terms and conditions agreed to for this agency.

_____
(Name of Recipient Agency)

_____ _____
(Signature of Authorized Representative) (Date)

_____ _____
(Type or Print Here the Above Signature) (Title)

_____
(Code No.)

_____
(PO Box or Street No.)

_____ _____ _____ (____)_____
(City) (Zip) (County) (Telephone)

_____
(Extension Number)

(____) _____
(Fax)

_____
(E-mail Address)

==========

FOR STATE USE ONLY

Approved and certified for the period beginning _____ And continuing until terminated.
(Date)

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
Butner, North Carolina

_____ _____
(Signature of Director, Food Distribution Division) (Date)

Exhibit 4

Steven W. Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

Food Distribution Division

Gary W. Gay
Director

MEMORANDUM

TO: ADMINISTRATORS OF SOUP KITCHENS

FROM: GARY W. GAY

DATE: April 4, 2016

SUBJECT: QUARTERLY REQUEST FOR USDA FOODS (PAL)

Attached is your quarterly request for **USDA foods** (PAL) for the April, May and June 201**6** quarter. It is vital you complete this PAL and return it to this office by March 20, 201**6**. If we do not receive your PAL back, your agency will not receive any USDA foods for this quarter. Please return the PAL by mail, fax or email. Remember to enter your agency code and name on the attached PAL.

If you have any questions or concerns contact Kim Watson or me at 1-888-498-3449.

Your support and cooperation is greatly appreciated.

GWG/KW

Post Office Box 659, Butner, North Carolina 27509-0659
(919) 575-4490 Fax (919) 575-4143
Toll Free : 1-888-498-3449
TTY: 1-800-735-2962 Voice: 1-877-735-8200
An Equal Opportunity Employer

QUARTERLY SKP PAL

RA CODE 0-_____-SKP (FOUND ON INVOICE)

AGENCY NAME _____

Please enter the number of cases your agency can use for the quarter.

Material Number	**USDA Food**	Pack Size	APR - Jun 2016
100306B	BEANS, GREEN	24/#300	
100127	BEEF CND	24/24OZ	
100311B	CORN	24/#300	
100897B	ORANGE JUICE	8/64OZ	
100290B	PLUMS	24/1#	
100198	SALMON	24/14.75oz	

Return by March 20, 2016

FAX 919-575-4143 **Kim.Watson@ncagr.gov**

NCDA&CS
Food Distribution Division
PO Box 659
Butner, NC 27509

Exhibit 5

NORTH CAROLINA DEPARTMENT OF AGRICULTURE and CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
P O BOX 659
BUTNER, NC 27509
PHONE: (919) 575-4490
FAX: (919) 575-4798

AGENCY:_____

ATTN:_____

Pages: Cover + _____ pages

Attached with this fax is a copy of your delivery invoice for food at the designated site. Please make arrangements to meet our truck at this site, at the designated date and time. If you wish to reduce or refuse any food, please phone or fax our office at least 48 hours in advance of the schedule date.

Exhibit 6

North Carolina Department of Agriculture

NC Dept of Agr - BUTNER (919) 575-4490

February 11, 2016

Truckload: 3,106 Tractor: _____

Trailer: Exhibit 4

RA Code: 0-001-04-000-SKP

Route: 1

Invoice Number: B-109391 (reprint)
Delivery Date: 02/11/2016
Delivery Time: 08:00 AM

Recipient Agency

EXECUTIVE DIRECTOR
RESIDENTIAL TREATMENT SERVICES
PO BOX 427
BURLINGTON, NC 27216
(336) 227-7417

Food will be shipped to

CHILD NITRITION DIRECTOR
ALAMANCE COUNTY SCHOOLS
PRISON CAMP ROAD
GRAHAM, NC 27253
(336) 227-1911

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
8	110094B	Chix Leg Qrtrs	3	4/10 Lb Ctn	13.49	107.92

Non-Bonus Value **$0.00** **Bonus Value** **$107.92** **= Total Value:** **$107.92**

_____ Pallets Delivered _____ Pallets Received in Exchange **Total Weight:** **336 LBS**

Stock Clerk: Robert Driver: Bo

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: 2/11/16 **Authorized Agent:** John Doe
(signature required)

Remarks (Damages, Shortages, etc.)

Storage Codes: 1 = Dry Goods 2 = Refrigerated 3 = 0 degree F or below

 Date Printed: 03/09/2016

NCD-90
9/10

Exhibit 7

Food Storage
Temperature Chart

Agency _____

Dry Storage Area - Recommended Temperature	50ºF - 70ºF
Cooler Storage Area - Recommended Temperature	35ºF - 45ºF
Freezer Storage Area - Recommended Temperature	-10ºF - 0ºF

Circle One

Refrigerator, Freezer, or Dry Storage

Month / Day / Year	Temperature	Checked By
/ 1 /		
/ 2 /		
/ 3 /		
/ 4 /		
/ 5 /		
/ 6 /		
/ 7 /		
/ 8 /		
/ 9 /		
/ 10 /		
/ 11 /		
/ 12 /		
/ 13 /		
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/ 23 /		
/ 24 /		
/ 25 /		
/ 26 /		
/ 27 /		
/ 28 /		
/ 29 /		
/ 30 /		
/ 31 /		

Circle One

Refrigerator, Freezer, or Dry Storage

Month / Day / Year	Temperature	Checked By
/ 1 /		
/ 2 /		
/ 3 /		
/ 4 /		
/ 5 /		
/ 6 /		
/ 7 /		
/ 8 /		
/ 9 /		
/ 10 /		
/ 11 /		
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/ 25 /		
/ 26 /		
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/ 28 /		
/ 29 /		
/ 30 /		
/ 31 /		

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

Exhibit 8

NCD-61
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

State Claim No._____

USDA FOOD LOSS REPORT

(Please complete and return this form immediately.)

1. General

Date of report _____ Date of loss _____

Recipient Agency Name _____ Telephone # _____

Location _____

Own premises _____ Central warehouse _____ Commercial warehouse _____

Food Exhibit 4	Indicate Bonus Or Non-Bonus	Pack Date	Date Received	Quantity Lost	Unit Value	Total Value

Grand Total $_____

II. Infestation/Spoilage/Contamination

Insects _____ Rodents _____ Other _____

Food examined when received: Yes _____ No _____ If not, why? _____

Extermination

Frequency of treatment _____

Date of last treatment _____

Storage Conditions Yes No Temperature range _____

Palletized _____ _____ Comments _____

Ventilated _____ _____ _____

First in, First out _____ _____ _____

III. Freezer Failure

Food examined when received Yes _____ No _____ If not, why? _____

Temperature Checks

Frequency _____ Date of last check _____

Readings taken Yes No

Inside _____ _____

Outside _____ _____

First in, First out _____ _____

Warning system _____ _____

Comments _____

_____

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 _____

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 _____

Director, Food Distribution Division

_____ NC Department of Agriculture and Consumer Services _____

(Signature) (Title) (Date)

Exhibit 9

USDA FOOD

PERPETUAL INVENTORY

USDA FOOD: _____ PACK SIZE: _____

AGENCY: _____VALUE: $_____

Date	Order Number	Quantity Received	Quantity Used	Quantity Transferred	Adjustment*	Balance

*Use list Code D (damaged), L (lost) or S (spoiled) beside any quantity listed in the adjustment column.

Rev.
3/2016

NC Department of Agriculture & Consumer Services – Food Distribution Division

USDA END OF MONTH INVENTORY

Agency: _____

Date: _____

USDA FOOD	PACK SIZE	(Record to the Smallest Unit) QUANTITY ON HAND

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) Material Number	(11) USDA Foods	(12) Case Pack	(13) Current Value Per Case	(14) Case 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.

SKP/CI
Rev. 10/15

RA CODE # _____

NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOOD DISTRIBUTION DIVISION

ADMINISTRATIVE REVIEW REPORT

SECTION I. GENERAL

1. Name and address of Recipient Agency

   _____

   _____

   _____

   _____

   Telephone Number: _____

   Fax Number: _____

   E-mail: _____

2. Total number of locations: _____

3. Type of RA –Soup Kitchen Program

4. Date of Review _____

5 Name and title of person(s) interviewed

   _____

   _____

6. Name and title of State Representative(s)

   _____

   _____

7. SKP/CI Total _____ Eligible _____

   _____ _____
   (Report Date) (Report Date)

SECTION II. FOOD SERVICE MANAGEMENT COMPANIES

	YES	NO	COMMENTS
1. Does RA employ the services of a food service management company?	☐	☐	_____
2. If yes, determine whether contract between the respective RA and the food service management company provides the following:	☐	☐	
a. Date of contract	☐	☐	
b. Beginning/ending dates of contract	☐	☐	
c. All records of the food service management company pertaining to the food service operation, shall be kept for a period of three years.	☐	☐	
d. All USDA foods received by the RA and used by the food service management company are to be utilized solely for the benefit of the RA and demonstrate how the RA benefits from the food.	☐	☐	
e. Give the state distributing agency the right to review all facilities upon their request.	☐	☐	

RA CODE # _____

SECTION III. COMMERCIAL STORAGE

		YES	NO	Company Name: Address:
1.	Does RA have a contract with a commercial warehouse where USDA foods are stored?			
2.	If yes, determine whether the contract provides for the following:			COMMENTS
	a. That storage facilities will be maintained in a manner to insure safety and sanitation.	☐	☐	
	b. The facility can be reviewed by USDA and RA personnel	☐	☐	
	c. USDA foods will be clearly identified	☐	☐	
	d. An inventory system	☐	☐	
	e. Beginning and ending dates of contract	☐	☐	
	f. Immediate termination of the contract due to non-compliance	☐	☐	
	g. Termination after thirty (30) days' notice	☐	☐	
	h. Semi-annual inventory	☐	☐	
	i. Insurance coverage for the value of the USDA foods lost	☐	☐	
3.	Is a book inventory maintained of USDA food stored in commercial storage facilities?	☐	☐	
4.	Is a physical inventory conducted at commercial warehouses storing USDA foods for the RA?	☐	☐	
5.	Is a book inventory reconciled to physical inventory at the commercial warehouse?	☐	☐	
6.	List all locations where USDA foods are stored			
7.	Using Page 5, record the review of each storage area listed above.			

RA CODE # _____

SECTION IV. DISTRIBUTION OF FOOD

	YES	NO	COMMENTS
1. Is the current method of distribution acceptable to the various physical locations?	☐	☐	_____
2. Does the RA use or sell USDA foods?	☐	☐	_____
a. Are the recipients the primary beneficiaries of the agencies?	☐	☐	_____
b. How are the funds derived from the sale of USDA foods returned to the Food Service operation?			_____

SECTION V. RECORD KEEPING

	YES	NO	COMMENTS
1. Are all the Food Distribution records maintained for three (3) fiscal years?			_____
a. USDA foods received from the DA			_____
b. USDA foods transferred			_____
c. USDA food losses			_____
d. RA inventory reduction records			_____
2. Is a current signed contract or agreement between the Recipient Agency (RA) and the Distributing Agency (DA) on file?			_____
3. Have all State Grant Reporting forms been submitted to NCDA&CS or entered into the GIC (Grants Information Center)?			_____

SECTION VI. PROGRAM ELIGIBILITY

	YES	NO	COMMENTS
1. Eligibility			
a. Do you understand that you must be a non-profit agency with 501(c)(3) status in order to receive USDA foods?	_____	_____	_____

RA CODE # _____

SECTION VII. PROGRAM ORDERING PROCEDURES

1. Ordering Procedures (Soup Kitchens & Charitable Institutions)

		YES	NO	COMMENTS
a.	Do you understand the Soup Kitchen PAL?	☐	☐	_____
b.	Do you know how to *refuse* USDA foods?	☐	☐	_____
c.	Do you know how to request *additional* USDA foods?	☐	☐	_____
d.	Do you know where to pick up your agency's USDA foods and when?	☐	☐	_____

Additional Comments _____

_____

_____

_____

_____

_____

_____

RA CODE # _____

REVIEW OF STORAGE FACILITY

_____ Name of Recipient Agency

_____ Location Where Food is Stored

		YES	NO	COMMENTS
1.	Is space adequate?	☐	☐	_____
2.	Is space in good repair?	☐	☐	_____
3.	Is there adequate ventilation?	☐	☐	_____
4.	Is storage area secure from theft?	☐	☐	_____
5.	Are USDA foods stored separately from pesticides, herbicides, cleaning solvent, lubricants or other materials that could contaminate USDA foods in storage?	☐	☐	_____
6.	Are foods palletized and/or on shelves?	☐	☐	_____
7.	Is first-in / first-out method used?	☐	☐	_____
8.	Are there regular extermination treatments?	☐	☐	_____
	a. Date of last inspection/treatment			_____
9.	Is storage area free of rodent and insect infestation?	☐	☐	_____
10.	Record temperature in:			
	Cooler: _____			_____
	Freezer: _____			_____
	Dry Storage: _____			_____
11.	Is the inside temperature checked and recorded seven out of seven days for these three areas?	☐	☐	_____
12.	Does the State or local health agency require inspection certificates?	☐	☐	_____
	a. Date of inspection			_____ Score: _____

NOTE: Individual reviews should be completed on all locations where USDA food is stored.

RA CODE # _____

ACCURACY OF INVENTORY REDUCTION RECORDS

Foods used in verification	_____	_____	_____	_____
a. Date beginning inventory	_____	_____	_____	_____
b. Amount in beginning inventory	_____	_____	_____	_____
c. (Add) food received	_____	_____	_____	_____
d. Subtotal	_____	_____	_____	_____
e. (Subtract) food transferred/lost	_____	_____	_____	_____
f. Subtotal	_____	_____	_____	_____
g. (Subtract) amount of food used	_____	_____	_____	_____
h. Reviewer's book inventory	_____	_____	_____	_____
i. Date physical inventory	_____	_____	_____	_____
j. Amount in physical inventory	_____	_____	_____	_____
k. Line **j.** less line **h**. equals unaccountable foods	_____	_____	_____	_____
l. Dollar value per unit of unaccountable foods	_____	_____	_____	_____
Dollar value of unaccountable food (line **k.** x line **l.**)	_____	_____	_____	_____

COMMENTS:

_____

_____

_____

_____

_____

RA CODE # _____

LOCATION: _____

INVENTORY

USDA Foods	Date Received	Pack Date	# Units		Months Supply	Comments
			Cases	Ind. Units		

RA CODE # _____

NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION

ADMINISTRATIVE REVIEW RECOMMENDATIONS / REQUIREMENTS

Record Keeping:

_____
_____
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Storage Practices:

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Utilization:

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RA CODE # _____

Accountability:

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Recommendations and Comments

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RA CODE # _____

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

Administrative Office
North Carolina Department of Agriculture
and Consumer Services
Food Distribution Division
P O Box 659
Butner, NC 27509-0659
(919) 575-4490 PHONE (919) 575-4143 FAX

Your response should be mailed to this office within ten (10) working days from the date of this exit conference.

Corrective Action Required

☐ Yes ☐ No

Current Civil Rights Poster: And Justice for All

☐ Yes ☐ No

Follow up date for Corrective Action if required

_____

_____
Recipient Agency Name

_____
Signature of Sponsor Representative

_____
Signature of NCDA & CS Reviewer

DATE: _____

DATE: _____

RA Code # _____

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 Date 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: _____

RA Code # _____

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

REPORT OF FINDINGS OF NON-COMPLIANCE

NC Department of Agriculture
and Consumer Services
Food Distribution Division
P O Box 659
Butner, NC 27509-0659

Page ___ of ___

(1) RECIPIENT NAME	(2) DATE OF FINDING	LOCATION OF (3) CITY	RECIPIENT (4) STATE	(5) FEDERAL PROGRAM	(6) BASIS CODE	(7) STATUS CODE	(8) TYPE CODE

(9) REPORTING AGENCY	(10) DATE OF REPORT	(11) NAME AND TITLE REPORTING OFFICIAL	(12) DATE RECEIVED DJ# (leave blank for internal use only)

Rev 12/06

Exhibit 13

INSTRUCTIONS FOR COMPLETING AGENCY REPORT OF FINDINGS OF NON-COMPLIANCE

(1) Recipient Name: The reporting agency will provide the name of the recipient of federal assistance against which the finding has been made.

(2) Date of Findings: The reporting agency will provide the date on which each finding was made by the agency civil rights office.

(3)&(4) Location or Recipient: The reporting agency will provide the location of the recipient of federal assistance against which the finding has been made. Both the city and state in which the recipient resides should be specified. Specified City means any urban municipal area.

(5) Federal Program: The reporting agency will provide the common name of the program under which the recipient receives Federal funds (e.g. Food Stamps, AFDC, CETA, etc).

(6) Basis Code: The reporting agency will indicate the grounds on which the finding of discrimination was based, using the following numerical codes:

01 – Race 02 – Color 03 – National Origin
04 – Sex 05 – Age 06 - Disability

Only one code need be reported per finding

(7) Status Code: The reporting agency will indicate a stage of resolution for each finding using the following codes:

01 - Pending negotiation
07 - Under negotiation
08 - Scheduled for hearing
09 - Referred to DOJ for litigation
10 - Fund termination proceeding initiated
11 - Resolved

(8) Type Code: The reporting agency will indicate the type of discrimination found using the following codes

01 - Services
02 - Employment
03 - Both services and employment

See Code of Federal Regulations, 28 C.F.R. §42.402(1) of the Attorney General's Coordination Regulations for a definition of employment discrimination as it relates to Title VI. All other types of discrimination should be classified as "services" discrimination.

(9) Reporting Agency: The reporting entity will fully identify itself. One report may be submitted for an entire Department (i.e., Department of Commerce) or several reports may be submitted by the various component grant agencies of that Department (i.e., Economic Development Agency, Department of Commerce). In either case, full identification is requested.

(10) Date of Report: The reporting agency will specify the date on which the report was forwarded to the AAG.

(11) Name and Title Reporting Official: Each report should specify an official in the reporting agency who (a) is responsible for the accuracy of data contained in the report and (b) will act as liaison with DOJ concerning questions pertaining to the contents of the report.

(12) This is reserved for DOJ internal use and should be left blank.

USDA Foods Complaint Form

Complete this form and click on the SEND NOW button at the bottom. The completed form will be sent directly to the NCDA&CS Food Distribution Complaint Department. If you experience technical difficulties, you may also scan/email or fax to Vicky Cox: vicky.cox@ncagr.gov or FAX (919) 575-4143 Unless Marked URGENT, you will receive an acknowledgement USDA complaint number.

Agencè bl·YŜ:

Location of complaint/product:

Contact Person: **Phone:** **9mail:**

Problem/ Complaint Details:

USDA Foods Description: **USDA Foods Material Identification Number:**

Vendor / Product Name: **Pack / Best If Used By Date:** **[ot/Can Code:**

Delivery / Receipt Date: **vdzl·yûλûè 9ŦŦŜŎûŜŘ:** **vûè 2y l l·yŘк l 2ťŘ:**

LftyŜăă к Ly?dzNè CN2Y tN2ŘdzŎûY

☐ **Seeking Replacement / Reimbursement**

☐ **For Informational / Tracking Purposes – Isolated Incident**

☐ **Other**

Send Now

02/24/2016

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 "☒ NO" HAS BEEN CHECKED OFF FOR YOU, THAT DOCUMENT IS NOT REQURED FOR THIS GRANT PROGRAM OR PROJECT.

GRANTEE ORGANIZATION NAME: _____

PROJECT TITLE/NAME: **THE EMERGENCY FOOD ASSISTANCE PROGRAM - USDA FOODS**

TRACKING #: _____ **CONTRACT #:** _____ **NCGRANTS ID #:** _____

RA CODE #: _____ _____

NON-GOVERNMENTAL ENTITIES ONLY Check one Box	DOCUMENT TITLE *ALL SIGNATURES MUST BE IN BLUE INK*	DEPARTMENTAL USE - DOCUMENTS ATTACHED OR ON FILE	GRANTS & CONTRACTS USE - DOCUMENTS ATTACHED
☐ Yes ☐ No	Contractual "Check Off List" for Grantee	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	Contract Cover **(To be signed, dated & notarized)**	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT A** – General Terms & Conditions	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT B –** Grantee's Duties	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT C –** Notice of Certain Reporting and Audit Requirements	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT D –** Certification of No Overdue Taxes	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT E –** Certifications and Assurances Section	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT F –** Current Conflict of Interest Policy and Certification Form	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT G –** IRS Federal Tax Exempt Letter and 501(c)(3) Certification Form	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT H –** NC Openbook Supplemental Information	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT I –** Signature Card	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT J –** Federal Regulations	☐ Yes ☐ No	☐ Yes ☐ No
☐ Yes ☐ No	**ATTACHMENT K –** W-9	☐ Yes ☐ No	☐ Yes ☐ No

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Steve Troxler
Commissioner

North Carolina Department of Agriculture and Consumer Services

N. David Smith
Chief Deputy Commissioner

Federal Grant Award Pass Through Requirements for SubRecipient

Contract # _____

<u>This grant is a subaward of a federal grant.</u>

Federal Award Identification Number: **5NC810815**

Federal Award Date: **TBD**

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

Name of Federal Awarding Agency: **USDA**

CFDA Number and Program Name: **10.569 – Food Distribution Programs**

Indirect Cost Rate for Federal Award: **N/A**

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 **8/1/2015** End Date **9/30/16**

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 (USDA Foods)**

Award is R&D: Yes/**<u>No</u>**

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

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

Subrecipient Indirect Cost Rate (or 10% de minimis): Not applicable

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:

Specific Conditions, if any: **Distribution of USDA foods to eligible recipient agencies to supplement nutritious meals for approved site congregate feeding**

Subrecipient's Cumulative Federal awards > $750,000

Audit verified?

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STATE OF NORTH CAROLINA
COUNTY OF WAKE

Departmental Use Only

CENTER: 1210
ACCOUNT: N/A
AMOUNT: $ TBD
FED AWARD #: 5NC810815
CFDA: 10.569

North Carolina Department of Agriculture and Consumer Services
Food Distribution Division

EMERGENCY FOOD ASSISTANCE PROGRAM

Private Institutions and Soup Kitchens (USDA Foods Only) – 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 from the Agency, which will be used by the Grantee to feed the hungry and/or distribute foods to eligible program participants. The Grantee's project title is Emergency Food Assistance Program (foods only). This Contract is funded by a grant from USDA, Food and Nutrition Service, in accordance with the "Catalog of Federal Domestic Assistance" (CFDA) number 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. Certifications and Assurances (Attachment E)
7. Conflict of Interest Policy and Certification Form (Attachment F)
8. Tax Exempt Status Certification (Attachment G)
9. NC Openbook Supplemental Information (Attachment H)
10. Signature Card (Attachment I)
11. Federal Regulations (Attachment J)
12. W-9 (Attachment K)

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

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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 **August 1, 2015** and shall terminate on **September 30, 2016** 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.

[**X**] 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 $____N/A____.

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

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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 L, 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.

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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.

Indirect costs are not allowable expenditures under this Contract.

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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 PO Box 659 Butner, NC 27509-0659 Telephone: (919) 575-4490 or (888) 498-3449 Fax: (919)575-4143 Email: Gary.Gay@ncagr.gov	Gary Gay, Director 2582 W. Lyon Station Rd. 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

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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

_____ My Commission Expires: _____
Printed Name

North Carolina Department of Agriculture and Consumer Services

_____
Signature of Authorized Representative Date

N. David Smith, Chief Deputy Commissioner
Printed Name of Authorized Representative

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Attachment A
General Terms and Conditions

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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.

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(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.

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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 1685-1686), 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

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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]

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Attachment B
Grantee's Duties

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Grantee's Duties

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)

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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 any 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 USDA foods, 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

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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.

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Attachment C
Notice of Certain Reporting and Audit Requirements

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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, 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.

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☐ 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

_____
Printed Name of Authorized Representative

Attachment D
Certification No Overdue Taxes

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State Grant Certification – No Overdue Tax Debts [1]

Instructions: Grantee/Provider should complete this certification for all state funds receive
data in the yellow highlighted areas. The completed and signed form should
funding the grant to be attached to the contract for the grant funds. A copy o
completed contract, should be kept by the funding agency and available for
et
and Management.

Copy and paste onto company letterhead

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: _____

[1] 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."

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Attachment E
Certifications and Assurances

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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;

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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).

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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

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Attachment F
Conflict of Interest Policy and Certification Form

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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

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Attachment G
Tax Exempt Status Certification

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Tax-Exempt Status Certification

<u>Instructions</u>: Place this form with a copy of your Agency's signed IRS determination letter.

We, the undersigned entity, hereby certify that the undersigned entity's ☐501(c)(3) or ☐other tax-exempt status is still in effect.

We further certify that our Organization has not entered into a name change since our original filing with the NCDA&CS, Food Distribution. We understand that a name change will require a new filing of our IRS tax determination prior to the disbursement of any State funds.

_____
Tax ID Number

_____
Grantee Organization Name

_____
Board Chairman, Executive Director, or other Authorized Official Signature Date

_____
Printed Name and Title of Authorized Official

NOTARY:

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

_____
(Notary Signature and Seal)

My Commission Expires: _____

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NCDA&CS ONLY Tax Exempt Status Verified – Date & Initial _____

Attachment H
NC Openbook Supplemental Information

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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 End 9/30/2016

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.

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Attachment I
Signature Card

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CONTRACT & FINANCIAL DOCUMENTS

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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 J
Federal Regulations

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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 (USDA Foods)
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-23/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/nps/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.

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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, 12935, 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

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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]

available at https://www.cfda.gov.

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Attachment K
W-9

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Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

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) ▸

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

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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.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

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

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. 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.

1) Reporting the dollar value of USDA commodities your agency receives each year.

The NCID and On-Line Reporting

You must have an NCID to take advantage of on-line reporting and the new Grants Information Center being developed by the Office of State Budget and Management (OSBM).

What is an NCID?

Offered by the State Office of Information Technology Services, the North Carolina Identity Service (NCID) is a standard identity management and access service to State, local, business and citizen users. NCID enables its customers to achieve an elevated degree of security and access control to real-time resources such as customer based applications and information retrieval. It will allow you to manage your State grant reporting requirements in one central location.

Who needs an NCID?

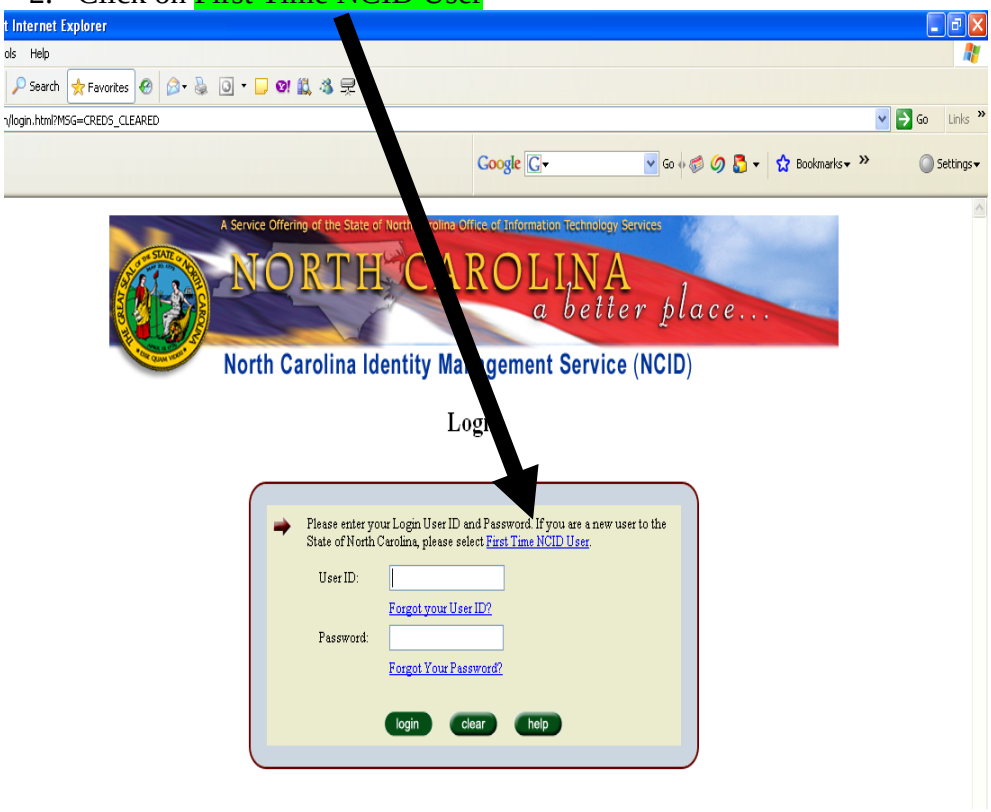
All grantees who receive state funds who are required to file financial report information under GS 143C-6-23 (formerly GS 143-6.2). All grantees will need an NCID to access the Office of State Budget and Management's Grants Information Center. The NCID establishes your identity to use the GIC and verifies the user as the individual grantee. The NCID provides grantees access to manage account information, allowing the grantee the ability to assign individuals authority to access and enter grants information on their behalf. In other words, it assigns the appropriate level of access to online resources.

When can you establish your NCID?

Grantees can apply today by going to the link below and establishing your NCID. Only those grantees with NCID's will be able to file the State mandated reports and access the data.

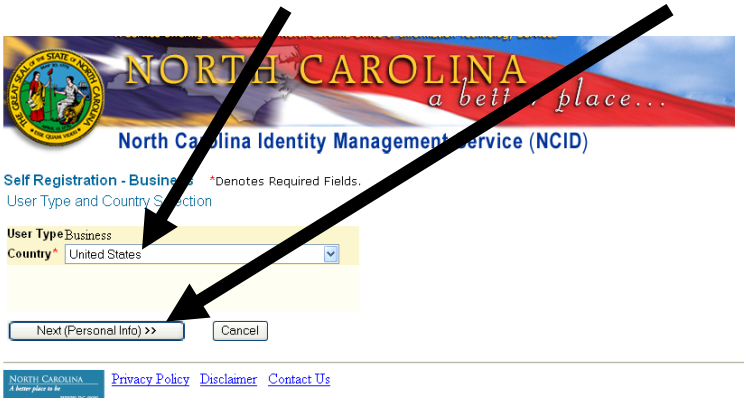
Registering for NCID (Nonprofits)

1. Go to https://ncid.nc.gov/login/login.html?MSG=CREDS_CLEARED
2. Click on First Time NCID User

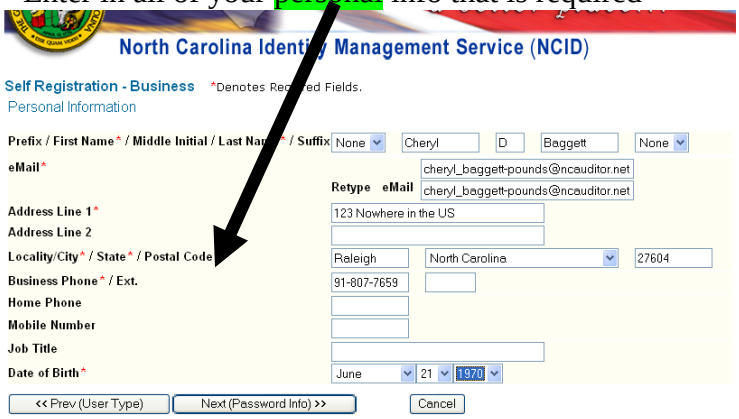


3. Then click on Business

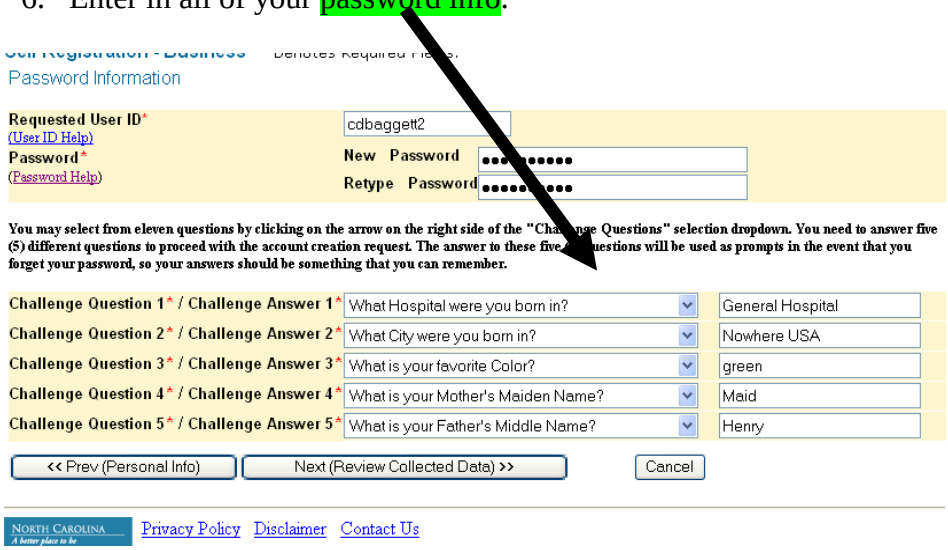
4. Enter in United States and then click on Next (Personal Info)



5. Enter in all of your personal info that is required*



6. Enter in all of your password info.



Password Tips

- **Minimum Length of Eight (8) Characters.**

Your password must be at least size Eight (8) characters long and no more than Thirty Five (35).

- **Minimum of One (1) numeric character is required**

- **Special characters may be used anywhere in your password and may be repeated. The following special characters ARE allowed:**
  ~ ! @ # $ % ^ & *) (_ - + = : ; > < , . ? } { |
  The following characters are NOT allowed:
  - **forward slash (/)**
  - **backward slash (\)**
  - **doublequote (")**
  - **singlequote (')**
  - **reverse singlequote (`)**
  - **space**

- **Three (3) Days Between Password Changes**

There must be at least three (3) days between password change requests. Once you complete a password change, you must wait at least three (3) days before trying to change your password again.

- **Can Not Reuse a Password**

You can not reuse a password that you have used in the NCID system at any time in the past. Once a password has been entered in the system it is kept in a history file and can never be reused.

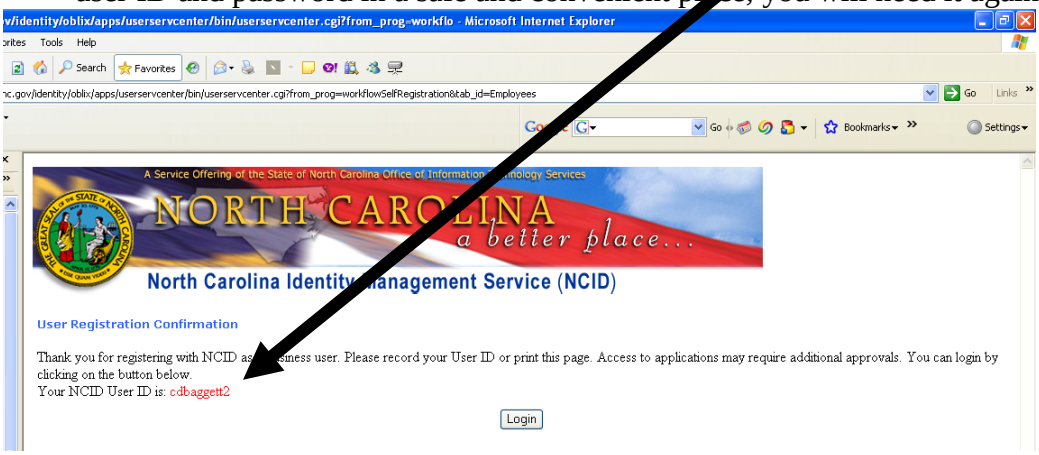
- **Password Issue Checks**

  - Make sure your password is at least the required number of characters long (see above for your user type)
  - Make sure you have not used this password in the NCID system in the past
  - Be sure to have at least one (1) numeric character (0 to 9)
  - Do not try to change your password until three (3) days have passed from the last password change

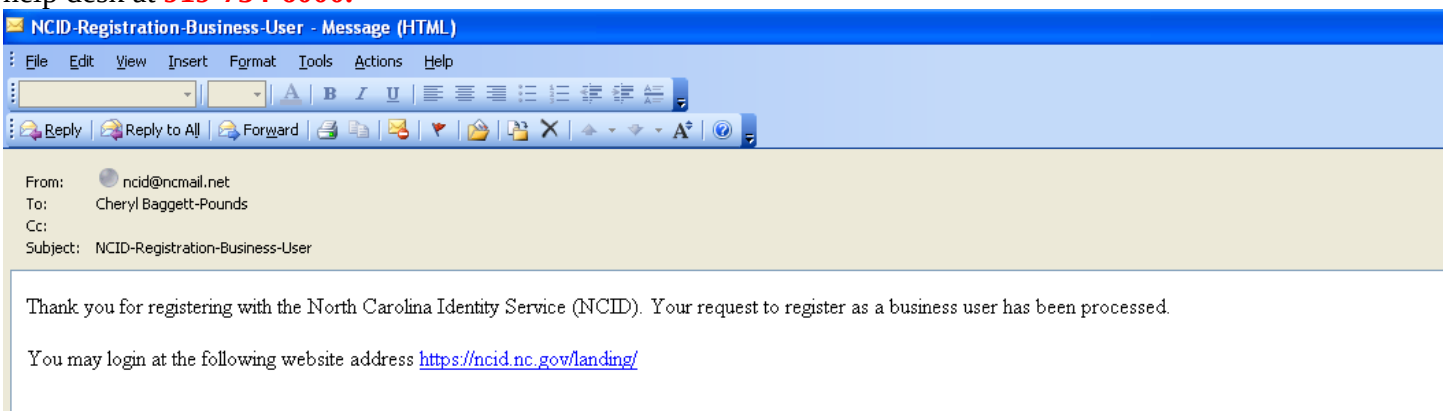
For assistance please call the Customer Support Center at 800-722-3946 or 919-754-6000.

7. Click on Submit Registration

8. Then you should receive this screen with your User ID in red. *Make sure to store your user ID and password in a safe and convenient place, you will need it again.



9. Lastly you should receive a confirmation email. If you do not, then please contact the NCID help desk at **919-754-6000.**



2) NCGrants – Gaining Access to the System

AFTER you obtain your NCID, then follow these instructions.

Go to the NCGrants page;
www.ncgrants.gov

- Enter your NCID
- Enter your password click the "log in" button,
- This will take you to the NCID page where you will log in again
- Click on the "*Continue*" button
- This will take you to a form to complete
- After completing the form, click on "*Submit*"
- This will submit the request to the NCGrants administrator for you to obtain access to the NCGrants system
- **OSBM** (NCGrants Administrator) will approve your access and send an email back to you granting your access to the system (**This process can take up to 24-48 hours**)
- After receiving the email, go back to the NCGrants webpage and you will be able to log in and access any forms required for your agency to submit
- Contact the OSBM Administrator if you need help gaining access to the NCGrants system (there is a link to contact the Administrator on the webpage)