



Catholic
Charities
of South Mississippi

*Food Bank
333 Cowan Road, Gulfport, MS 39507
228-822-0836*

USDA CONTRACT NEXT SECTION

Motivated by the teachings of Christ, Catholic Charities of South Mississippi empowers our community by providing help and creating hope.



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*Agreement between Emergency Feeding Organization and Catholic Charities of South MS – Twelve Baskets Food Bank
For Local Operation of TEFAP (The Emergency Food Assistance Program)
Administered under the Direction of the MDHS (Mississippi Department of Human Services)*

NAME OF EMERGENCY FEEDING ORGANIZATION

STREET ADDRESS CITY STATE ZIP

MAILING ADDRESS CITY STATE ZIP

TELEPHONE NUMBER(S) FAX NUMBER

The Distributing Agency, (T.B.F.B.) and the Emergency Feeding Organization, (E.F.O.) whose name and address appear above, enter into this Agreement for the performance of the following function briefly described as:

The distribution of commodities made available by the United States Department of Agriculture pursuant to 7 U.S.C. 612c to eligible soup kitchens, food banks, food pantries, and emergency feeding organizations in accordance with 7 C.F.R. part 250 and 251 and the Hunger Prevention Act of 1988, P.L. 100-435. Priority must be given to those organizations that receive food for the purpose of maintaining an established feeding operation to provide food to needy and homeless persons on a regular basis as an integral part of their normal activities. Section 110 foods purchased by the U.S.D.A. are primarily intended for the use in congregate eating facilities but any excess foods may be made available to individual households for home consumption.

The E.F.O. agrees to immediately notify T.B.F.B. in writing, if it alters its program in such a manner as to no longer be eligible for these U.S.D.A. foods. The E.F.O. agrees to comply with all provisions of the Agreement, Regulations, any amendments thereto, and instructions, policies, or procedures issued in connection therewith. Specifically, the E.F.O. agrees to conform to the following requirements:

1. Accept only the amounts of commodities that can be used without waste.
2. Provide adequate facilities for the handling and storage of commodities and properly safeguard the commodities against theft, spoilage, or other loss. U.S.D.A. foods shall not be sold, exchanged, or otherwise disposed of without the approval of T.B.F.B.
3. Operate the program in compliance with all State and Federal laws, and all rules and regulations and policies established by U.S.D.A., Mississippi Department of Human Services, and T.B.F.B.

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4. Provide verification of tax exempt status under the Internal Revenue Code (501-C3) or Meet the 14 Point Check List.
- _____ 1. A distinct legal existence
 - _____ 2. A recognized Creed or Form of Worship
 - _____ 3. A definite Code of Doctrine and Discipline
 - _____ 4. A distinct religious history
 - _____ 5. A membership not associated with any (other) Church or Denomination
 - _____ 6. A complete organization of Ordained Ministers ministering to their congregations
 - _____ 7. Ordained ministers elected after completing prescribed course of study
 - _____ 8. A literature of its own
 - _____ 9. Established places of worship
 - _____ 10. Regular congregations
 - _____ 11. Regular religious' services
 - _____ 12. Sunday schools for religious instruction of the Young
 - _____ 13. Schools for the preparation of its ministers
 - _____ 14. A definite and distinct ecclesiastical government
5. Maintain accurate and complete records to document the receipt, disposal, and inventory of U.S.D.A. commodities.
6. Not charge any individual for commodities received.
7. Permit representatives of U.S.D.A., Mississippi Department of Human Services and T.B.F.B. to inspect donated foods in storage, or the facilities used in handling or storage and to review or audit all U.S.D.A. records at any reasonable time.
8. Submit all reports required by T.B.F.B. Failure to file timely reports may be a basis for cancellation of this Agreement.
9. Report promptly all instances of lost commodities to T.B.F.B. Lost commodities are those which, for any reason, cannot be demonstrated by appropriate record, or other satisfactory evidence to have been received. Commodities may be lost through theft, damage, spoilage, infestation, sale or exchange, diversion to an improper use, or other similar causes.
10. If the E.F.O. improperly uses any donated commodity, or causes loss of or damage to a donated commodity it may be required to pay for the lost commodities at a sum equal to the U.S.D.A. value established at the time of allocation for the loss of, or damage to, a donated commodity.
11. The E.F.O. is responsible to T.B.F.B. for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods or for any loss of, or damage to, donated foods caused by their fault or negligence. T.B.F.B. will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.
12. "The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)"



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If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (in Spanish).

USDA is an equal opportunity provider and employer.”

Not diminish normal expenditures for food because of receipt of Federal commodities but to use this distribution as a supplement to other food sources.

Maintain all records pertaining to this Agreement for a period of not less than three (3) years after all matters pertaining to this Agreement (i.e., audit, settlement of audit exceptions, disputes) are resolved in accordance with applicable federal and/or state laws, regulations, and policies except as may otherwise be specified in this Agreement.

In accordance with 7 C.F.R., Section 251.9 (6) (g), the distribution of commodities shall not be used as a means for furthering the political interest of any individual party.

EFFECTIVE PERIOD OF AGREEMENT

This Agreement shall become effective on the date executed and approved for a period of one (1) years. This Agreement may be terminated upon 15 days’ written notice on the part of either party. T.B.F.B. may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the E.F.O. Any termination of this agreement shall be in accordance with applicable laws and regulations. Upon any termination, the E.F.O. agrees to comply with instructions of T.B.F.B. in regard to transfer of all donated commodities remaining in its possession or control.

This agreement will remain in effect, unless modified, canceled, or at any time changes in federal regulations, U.S.D.A. or Mississippi Department of Human Services policies and procedures require.

SIGNATURE ON BEHALF OF
EMERGENCY FEEDING ORGANIZATION

SIGNATURE

NAME-PRINTED OR TYPED

TITLE

DATE

SIGNATURE ON BEHALF OF DISTRIBUTING AGENCY
(TWELVE BASKETS FOOD BANK)

SIGNATURE

JENNIFER KEEGAN
NAME-PRINTED or TYPED

DIRECTOR
TITLE

DATE

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