



Washington State Department of Agriculture

Contract to

«Contractor»

through

Washington State Department of Agriculture
Food Assistance Programs

Purpose

To enable distribution of food to persons in need of food assistance by granting funds or food to local emergency food assistance programs.

Start date: July/01/2015

This Contract is under the following programs:

- The Emergency Food Assistance Program (TEFAP)
- Emergency Food Assistance Program (EFAP)
- Commodity Supplemental Food Program (CSFP)

COMBINED FAP CONTRACT 7-1-15

Face Sheet	4
TEFAP Special Terms and Conditions	
1. TEFAP Program Requirements	6
2. Service Area	6
3. Contractor’s TEFAP Responsibilities	6
4. Compensation	8
5. Delivery of TEFAP Food	9
6. TEFAP Expenses	9
7. WSDA’s TEFAP Responsibilities	9
EFAP Special Terms and Conditions	
1. EFAP Program Requirements	10
2. Service Area	10
3. Contractor’s EFAP Responsibilities	10
4. EFAP Reporting	11
5. Compensation	11
6. Written Policies and Procedures	11
CSFP Special Terms and Conditions	
1. CSFP Program Requirements	13
2. Service Area	13
3. Contractor’s CSFP Responsibilities	13
4. WSDA’s General CSFP Responsibilities	15
5. Compensation	15
General Terms and Conditions	
1. Definitions	16
2. Advanced Payments Prohibited	18
3. All Writings Contained Herein	18
4. Amendment	18
5. Americans with Disabilities Act (ADA)	19
6. Approval	19
7. Assignment	19
8. Attorney’s Fees	19
9. Audit	19
10. Billing Procedures and Payment	20
11. Calculation of Time	21
12. Civil Rights/Nondiscrimination	21
13. Confidential Information	21
14. Conformance with Law	21
15. Contract Management	21
16. Continued Eligibility	21
17. Debarment	21
18. Disputes	22
19. Distribution of Food or Funds, Associated Services	22
20. Duplicate Payment	22

COMBINED FAP CONTRACT 7-1-15

21.	Emergency Contact	23
22.	Ethics/Conflicts of Interest	23
23.	Governing Law and Venue.....	23
24.	Incorporation of Referenced Documents	23
25.	Indemnification	23
26.	Independent Capacity of Contractor	23
27.	Industrial Insurance Coverage	23
28.	Inspection.....	23
29.	Insurance.....	24
30.	Laws	24
31.	Licensing, Accreditation and Registration	24
32.	Limitation of Authority	25
33.	Order of Precedence	25
34.	Period of Performance	25
35.	Political Activities	25
36.	Prohibition Against Payment of Bonus or Commission	25
37.	Property Management.....	25
38.	Publicity.....	26
39.	Recapture	26
40.	Recordkeeping and Reports	26
41.	Registration With Department of Revenue	27
42.	Savings.....	27
43.	Severability.....	27
44.	Subcontracting	27
45.	Survival.....	28
46.	Taxes	29
47.	Termination or Suspension	29
48.	Waiver	30
49.	Volunteers.....	30
Attachment A, Budget, All Programs		31
Attachment B, Schedule of Submittals		32
Attachment C, Food Assistance Programs Forms & Publications		33
Attachment D, Cross Walk of Terminology Used in Contract		34
Attachment E, Federal Funding Accountability and Transparency Act Compliance.....		35
Attachment F, Business Contacts, All Programs		36

Link to Chapter 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Federal Award Uniform Guidance): http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

**Washington State Department of Agriculture
Food Assistance Programs
Funding Authority: State of Washington RCW 43.23.290**

1. Contractor «Contractor» «Business_Address»		2. WSDA Representative «Regional_Representative_Info»	
3. Contractor's TEFAP Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>		4. Contractor's EFAP Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>	
5. Contractor's CSFP Representative <Insert name> <Insert title> <Insert phone> <Insert FAX> <Insert e-mail>			
6. Tax ID # «Tax_ID_»	7. SWV # «SWV_»	8. UBI # «UBI_»	9. DUNS # «DUNS_»
10. Beginning Date 7-1-2015	11. End Date 9-30-2017	12. Total Estimated Contract Amount \$ «Total_Contract_Value»	
13. Estimated Contract Amount, TEFAP Year 1: 10/1/15 – 9/30/16 \$ «TEFAP_Year_1_Total_» Year 2: 10/1/16 – 9/30/17 \$ «TEFAP_Year_2_Total_»		14. Federal Agency USDA FNS	15. Funding Source: Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/>
			16. CFDA Number: 10.568 Admin 10.569 Food
17. Estimated Contract Amount, EFAP Year 1: 7/1/15 – 6/30/16 \$ «EFAP_Year_1_Total_» Year 2: 7/1/16 – 6/30/17 \$ «EFAP_Year_2_Total_»		18. Federal Agency N/A	19. Funding Source: Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/>
			20. CFDA Number: N/A
21. Estimated Contract Amount, CSFP Year 1: 10/1/15 – 9/30/16 \$ «CSFP_Year_1_Total_» Year 2: 10/1/16 – 9/30/17 \$ «CSFP_Year_2_Total_»		22. Federal Agency USDA FNS	23. Funding Source: Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/>
			24. CFDA Number: 10.565
25. Contract Cycle and Funding Schedules This Contract is a biennial contract with a start date of July 1, 2015 and an end date of September 30, 2017 to account for the start and end dates of both the state and federal contract periods. The next contract cycle, with a new contract number, will begin July 1, 2017. This will mean that we will be operating 2 contracts with unique contract numbers for a short period of time to close-out the federal fiscal year. The estimated contract amounts will be based on the applicable biennial state (EFAP: 7-1-2015 thru 6-30-2017) or federal cycle (TEFAP/CSFP: 10-1-2015 thru 9-30-2017). The actual funding schedules will remain consistent with the applicable programs' annual state or federal fiscal year – see attachment A. Amendments will be the official document notifying the Contractor of changes in the contract amount. The dollar value of federal food received through TEFAP and CSFP is not included in the contracted amount.			
26. Contract Purpose			

COMBINED FAP CONTRACT 7-1-15

To enable distribution of food to persons in need of food assistance by granting funds or food to contracted local emergency food assistance programs.

THIS AGREEMENT is made by and between the Washington State Department of Agriculture (WSDA) and the Contractor whose name and address is shown above. This Contract is pursuant to Chapter 68, Laws of 2010, which authorizes WSDA to implement food assistance programs. The Parties agree to the terms set forth in the attached Contract and the undersigned affix their signatures in execution of this agreement.

FOR Contractor

[Name, Title]

Date

FOR WSDA

Dr. Candace Jacobs, WSDA FSCS Assistant Director

Date

**The Emergency Food Assistance Program (TEFAP)
SPECIAL TERMS AND CONDITIONS**

1. **TEFAP PROGRAM REQUIREMENTS.** Throughout the Contract Period, Contractor shall comply fully with, and ensure any Subcontractor complies fully with, the following TEFAP Program Requirements:
 - All provisions of this Contract and future amendments
 - 7 CFR 250
 - 7 CFR 251
 - TEFAP Manual
 - All applicable federal and state laws and policies

2. **SERVICE AREA.** Contractor shall endeavor to the best of its ability to distribute TEFAP food throughout its total service area, which includes «TEFAP_Service_Area» County(ies), without geographic service area gaps or overlaps.

3. **CONTRACTOR'S TEFAP RESPONSIBILITIES.**
 - 3.1. Contractor shall be registered in the [System for Award Management \(SAM\)](#) and continue to maintain an active SAM registration with current information at all times during which it receives federal funding.
 - 3.2. Contractor shall complete the Federal Funding Accountability & Transparency Act (FFATA) Data Reporting Requirements – Attachment E.
 - 3.3. Contractor shall accept full responsibility for proper accounting, receipt, handling, storage, distribution, and utilization of all TEFAP food and funds received under this Contract.
 - 3.4. In conformance with Program Requirements or as directed by WSDA, Contractor shall promptly address any shortages, spoilage, losses, or damages arising while TEFAP food is in Contractor's possession or in the possession of Contractor's Subcontractors. This includes, but is not limited to, providing notice to WSDA, investigating causes, and taking actions to prevent further losses.
 - 3.5. Contractor shall initially allocate TEFAP food between "Food Pantries" and "Meal Programs" as specified in the TEFAP Manual. Contractor shall then distribute TEFAP food in conformance with the Priority System specified in the TEFAP Manual.
 - 3.6. In addition to meeting any subcontracting requirements under Paragraph 44, Subcontracting, of the General Terms and Conditions, Contractor's shall ensure that TEFAP Subcontractors meet the Eligibility Criteria as either a "Food Pantry" or a "Meal Program" as described in the TEFAP Manual. Contractor must make a written request to WSDA for approval of any variance from the criteria for any Subcontractor.
 - 3.7. Contractor and Subcontractor may agree to a subcontract period less than, the same as, or greater than the effective period of this Contract. WSDA's approval of the subcontract is limited to the effective period of this Contract.
 - 3.8. Contractor shall ensure that distribution days and hours of operation are publically posted.
 - 3.9. Annually, by November 15th following Contract execution, Contractor shall submit a complete risk assessment, as determined by WSDA, of all their TEFAP Subcontractors. Contractor shall also ensure that all

COMBINED FAP CONTRACT 7-1-15

Subcontractors submit a complete risk assessment, as determined by WSDA, of all their TEFAP Sub-Subcontractors.

- 3.10. Any Contractor “sponsored” sites must be treated as an independent “Subcontractor” for the purposes of this Contract. To be treated as an independent “Subcontractor” means that each site, mobile food pantry, or homebound delivery program must have, and be accounted for under, a separate name or other identifier and that, the Contractor assumes the obligations of a Subcontractor under this Contract. Where appropriate, Contractor shall use memorandum of agreement, interagency agreement, or other legal document to memorialize the relationship between the Contractor and each site, location, or mobile food pantry.
- 3.11. The Contractor may allow any Subcontractor to further subcontract or sponsor sites provided such Sub-Subcontracts or site sponsorship complies with the terms of this Contract. Each Sub-Subcontractor and Subcontractor “sponsored” site must be treated as an independent “Subcontractor” for the purposes of this Contract and be accounted for under a separate name or identifier.
- 3.12. Contractor shall not repackage nor allow any Subcontractor that is not a Meal Program to repackage TEFAP food without WSDA’s prior written approval of repackaging arrangement. If approved by WSDA, all repackaging procedures must comply with applicable state and local health law.
- 3.13. Contractor shall not release nor allow any Subcontractor to release TEFAP food for disaster/emergency assistance without WSDA’s prior approval.
- 3.14. In accordance with [FNS Policy Memo FD-113](#) the Contractor is responsible for providing all staff and volunteers that interact with clients and/or who handle personal information of clients with training on civil rights on an annual basis. Contractors will ensure that their Subcontractors provide training for their staff and volunteers on an annual basis. Training tools are provided by WSDA and can be found on the [Training Resources](#) page of the [Food Assistance Programs](#) website.
- 3.15. The Contractor is required to keep documentation of civil rights training, for all staff and volunteers on file and available for review. Contractor shall also ensure that Subcontractor keeps required documentation of civil rights training, for all staff and volunteers on file and available for review.
- 3.16. Contractor shall ensure that the USDA “[And Justice for All](#)” non-discrimination poster is conspicuously displayed at all Food Pantries and Meal Programs at the time of distributions or meals. WSDA shall provide the posters upon request.
- 3.17. For Meal Programs, Contractor shall ensure that Subcontractors do not require, a person to show identification, provide documentation of eligibility, or participate in any activity or service as a condition for or prior to receiving a meal.
- 3.18. Contractor shall ensure that Food Pantry Subcontractors distribute TEFAP food only to Clients whose self-declared gross household income does not exceed 185 percent of the federal poverty income guidelines as published annually by the USDA. Contractor shall ensure that all Food Pantries update their distribution to reflect the annual revision of the federal income guidelines as provided by WSDA. Contractor shall ensure that all Food Pantries conspicuously display the federal income guidelines.
- 3.19. Contractor shall ensure that Subcontractors rely only on a Client’s self-declaration of need to determine eligibility. For any person to receive TEFAP foods, Subcontractor Food Pantries may require only a person’s signature and the following self-declared information:

COMBINED FAP CONTRACT 7-1-15

- Date the food is received
- Name
- Address, unless homeless (I.D. may be requested but not required)
- Household size
- The person's signed declaration that his or her household:
 - Is within the Subcontractor's service area;
 - Will not receive TEFAP foods from any other food pantry or organization in the same service month.
 - Gross income is at or below the federal income guideline at the time of the person is requesting food
 - Is in need of food
 - Will not sell, barter, or trade food received through the Program

Subcontractor may ask for additional information needed for other programs, but must inform Clients that they will not be denied TEFAP food if refusing to provide the additional information.

3.20. Contractor shall ensure that Subcontractors do not require persons to provide:

- Social Security Numbers of any members of the household
- Proof of household size
- Proof of household income
- Proof of age of household members

WSDA has cause to terminate this Contract if WSDA determines that Contractor or a Subcontractor has required any person to provide the above information as a condition of receiving TEFAP foods.

3.21. If other programs administered by Contractor or Subcontractor require information that is prohibited under TEFAP, Contractor shall notify, and ensure that the Subcontractor notifies, persons seeking TEFAP foods that such information is not required to receive TEFAP foods.

4. **COMPENSATION.** Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- 4.1. Reimbursement only for allowable administrative activities, which are limited to either a federally approved indirect rate by the Contractor's federal cognizant agency or state agency or, if no approved indirect rate and has never had an approved indirect rate, ten percent of the direct costs charged to the TEFAP grant activities.
- 4.2. Compensation for services rendered in accordance with Attachment A, Budget; funding and therefore compensation is subject to final federal budget.
- 4.3. Provided Contractor's total billings do not exceed the compensation amount specified for each fiscal year listed in # 13 of the Face Sheet, Contractor may request reimbursement for travel and travel-related expenses for delivering TEFAP services under this Contract, including attendance at food-bank related trainings and conferences. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current federal travel reimbursement rates.

5. **DELIVERY OF TEFAP FOOD.** Delivery of TEFAP foods shall be in conformance with the TEFAP manual and the following:

COMBINED FAP CONTRACT 7-1-15

- 5.1. Contractor shall make requests for changes to WSDA's delivery schedule from current state contracted warehouse to Contractor at least five (5) days before the planned shipment date.
 - 5.2. To the extent that matters are in WSDA's control, WSDA shall not change the TEFAP quantities or delivery schedule for direct shipment from USDA processors/vendors. The Contractor agrees to accept USDA direct shipments in the quantities and timeframes determined by WSDA.
 - 5.3. When circumstances beyond WSDA's control change TEFAP quantities or delivery schedules, WSDA and Contractor shall work cooperatively to avoid or minimize adverse impact on Clients.
 - 5.4. Contractor shall immediately notify WSDA of any shortages, overages, or irregularities in any shipment. Contractor shall ensure that inventory levels of Program Food are not in excess of three months of use based on inventory records and controls.
6. **TEFAP EXPENSES.** Contractor's TEFAP expense accounting procedures shall conform with the Reimbursement Procedures detailed in the TEFAP Manual and the following:
- 6.1. "Direct TEFAP expenses" include direct or indirect costs incurred in receiving, storing, transporting, handling, distributing, recordkeeping, reporting, processing, and repackaging TEFAP foods.
 - 6.2. Contractor shall seek reimbursement, either for itself or on behalf of its Subcontractors, for only allowable expenses which may include non-TEFAP activities to directly support the emergency food system. Under no circumstances shall the Contractor or its Subcontractors use federal Program funds for the purchase of food.
 - 6.3. Contractor shall reimburse its Subcontractor in conformance with Contractor's TEFAP Distribution Policy. While it is not a requirement, WSDA encourages Contractor to provide a portion of TEFAP reimbursement funding to its Subcontractors.
 - 6.4. Contractor shall notify WSDA within thirty (30) days of Contract execution of its choice to be reimbursed on a monthly or quarterly basis. Contractor shall submit Expenditure Reports, Expanded General Ledger or back-up accordingly for the duration of this Contract.
7. **WSDA'S TEFAP RESPONSIBILITIES.**
- 7.1. WSDA shall provide TEFAP food to Contractor without charge of any kind in conformance with the Program Requirements.
 - 7.2. WSDA shall investigate, pursue and make demand for restitution for claims of Commodity losses over \$100.00 regardless of whether the loss occurs at the Contractor and Subcontractor level.
 - 7.3. WSDA shall conduct Program Reviews of Contractors and Subcontractors in accordance with federal regulations, policy and its' State Plan of Operation.
 - 7.4. WSDA will reallocate any federal fiscal year end unspent funds in accordance with the TEFAP Manual.

COMBINED FAP CONTRACT 7-1-15

Emergency Food Assistance Program (EFAP) SPECIAL TERMS AND CONDITIONS

1. **EFAP PROGRAM REQUIREMENTS.** Throughout the Contract Period, Contractor shall comply fully with, and ensure any Subcontractor complies fully with, the following EFAP Program Requirements:
 - All provisions of this Contract and future amendments.
 - All provisions of the food bank and food pantry subcontracts and future amendments
 - EFAP Manual
 - All applicable federal and state laws.
 - Chapter 16-740 WAC
2. **SERVICE AREA.** Contractor shall endeavor to the best of its ability to provide emergency food services to people in need of food through its subcontracting Food Pantries throughout its total service area, which includes «EFAP_Service_Area» County(ies).
3. **CONTRACTOR'S EFAP RESPONSIBILITIES.**
 - 3.1 Contractor shall not use EFAP funds for more than fifty (50) percent of the total cost of its own costs, including administrative, operational, equipment and food purchases and shall provide matching funding from other sources of not less than fifty (50) percent of its operations. Contractor shall not claim in-kind contributions (donated labor, food, space, transportation, and the like) as more than fifty (50) percent of its matching funds.
 - 3.2 Contractor shall have Proof of sufficient matching funds for all subcontracts, where required by WAC 16-740-060(5).
 - 3.3 Prior to entering into a subcontract, Contractor shall ensure that Subcontractor's food bank or food pantry has been operating as a food bank or food pantry for at least one year prior to the beginning date of the subcontract.
 - 3.4 If Subcontractor is a Food Pantry, Contractor must assure that Subcontractor's operation is open a fixed number of hours and days each week or month and that such hours and days are publically posted. Food Pantries receiving EFAP funds should, to the best of their ability, supply Full Service Clients with nutritionally balanced meals.
 - 3.5 Contractor shall deliver, and shall ensure its Subcontractors deliver, EFAP services in accordance with the EFAP Manual and consistent with Contractor's 2015-17 Emergency Food Assistance Program application, with amendments, if any.
 - 3.6 Due to the finalization of the 2015-2017 state budget, a revised EFAP application including the Face Sheet, Attachments B, C, D, & E will be required by August 10, 2015. Reimbursements will not be paid until the revised sections of the EFAP application are received by WSDA.
 - 3.7 Contractor shall ensure that Food Pantries receiving funds under this Contract provide the most nutritious food possible within their capabilities and resources to a minimum of approximately «Client_Visits_2016» total Client visits for FY 2016 and «Client_Visits_2017» total Client visits for FY 2017.

COMBINED FAP CONTRACT 7-1-15

- 3.8 Contractor shall ensure that Food Banks receiving funds under this Contract shall provide approximately «Pounds_of_food_2016» pounds of the most nutritious food possible within its capabilities and resources to food pantries to distribute to Clients for FY 2016 and approximately «Pounds_of_food_2017» pounds of food to food pantries to distribute to Clients for FY 2017.
- 3.9 Contractor shall be responsible for carrying out the provisions of the Contract. This includes ensuring that Subcontractors carry out the activities as outlined in this Contract and Contractor's EFAP Application, providing Subcontractors the information and technical assistance to effectively carry out those activities and providing WSDA with all reports and information requested by WSDA.
- 3.10 When procuring food, Contractor shall first attempt to procure food by donation, then from food banks, then wholesale businesses, before purchasing from local retail companies.

4. EFAP REPORTING. Contractor shall timely submit reports in compliance with Paragraph 40, Recordkeeping and Reports, of the General Terms and Conditions, Attachment B, Schedule of Submittals, and the following:

- 4.1. The monthly expenditure report of EFAP general funds must include dollars spent under the categories of administration, food bank operations, distribution operations, equipment, and Special Dietary Needs Food purchases. Contractor shall break out and report amounts spent by all Subcontractors and Contractor on food purchases, including Special Dietary Needs Food, as a special subset of operational expenditures. Contractor shall include with each monthly expenditure report the EFAP Expanded General Ledger indicating the EFAP costs charged each month. Reports are due each month, whether or not any expense or activity occurred.
- 4.2. Monthly Client data from all participating food banks, including duplicate and unduplicate count of people served by age group, and households served; the number of Special Dietary Needs Clients served (optional); the number of Supplemental Clients served and supplemental pounds distributed (optional); pounds of food given to Clients; pounds of food delivered by the food bank to the food pantries. Reports are due each month, whether or not any expense or activity occurred.
- 4.3. A yearly close out report that includes total revenue and expenditures from all sources; total duplicate and unduplicated count of people served by age group; households served for the fiscal year; number of Special Dietary Needs Clients served (optional); the number of Supplemental Clients served and supplemental pounds distributed (optional); pounds of food distributed by the food banks and by the distribution center.

5. COMPENSATION. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- 5.1. Reimbursement only for allowable administrative activities, which are limited to ten percent of the total yearly EFAP budget amounts and expenses and allowable operational activities and expenses as described in the EFAP Manual.
- 5.2. Compensation for services rendered in accordance with Attachment A, Budget; funding and therefore compensation is subject to final state budget.
- 5.3. Provided Contractor's total billings do not exceed the compensation amount specified for each fiscal year listed in #17 of the Face Sheet, Contractor may request reimbursement for travel and travel-related expenses for delivering EFAP services under this Contract, including attendance at food-bank related trainings and conferences. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state of Washington travel reimbursement rates.

COMBINED FAP CONTRACT 7-1-15

6. **WRITTEN POLICIES AND PROCEDURES**. Contractor shall prepare and maintain written policies and procedures governing its general and EFAP services under this Contract. Contractor's policies and procedures shall be consistent with federal and state regulations, as applicable, and include the elements identified below:
- 6.1. Personnel
 - 6.2. Job Descriptions
 - 6.3. Organization Chart
 - 6.4. Travel
 - 6.5. Fiscal Management
 - 6.6. Affirmative Action Policy and Plan, including:
 - Location of facilities and accessibility to target populations; and
 - Provision for bilingual public contact employees as appropriate.
 - 6.7. Contractor must comply with Contractor's policies and procedures and WSDA will monitor such compliance. Contractor's failure to comply with its policies and procedures may be a basis for suspension or termination if the noncompliance affects an essential element of providing EFAP services.

**Commodity Supplemental Food Program (CSFP)
SPECIAL TERMS AND CONDITIONS**

1. **CSFP PROGRAM REQUIREMENTS.** Throughout the Contract Period, Contractor shall comply fully with, and ensure any Subcontractor complies fully with, the following CSFP Program Requirements:
 - All provisions of this Contract and future amendments
 - 7 CFR 250
 - 7 CFR 247
 - CSFP Manual
 - All applicable federal and state laws
2. **SERVICE AREA.** Contractor shall endeavor to the best of its ability to distribute CSFP food throughout its total service area, which includes «CSFP_Service_Area» County(ies), without geographic service area gaps or overlaps.
3. **CONTRACTOR'S CSFP RESPONSIBILITIES.**
 - 3.1. Contractor shall be registered in the [System for Award Management \(SAM\)](#) and continue to maintain an active SAM registration with current information at all times during which it receives federal funding.
 - 3.2. Contractor shall complete the Federal Funding Accountability & Transparency Act (FFATA) Data Reporting Requirements – Attachment E.
 - 3.3. Contractor shall receive, store, and distribute CSFP foods in conformance with the CSFP Program Requirements of the CSFP Manual.
 - 3.4. Contractor shall accept full responsibility for proper accounting, handling, storage, and utilization of all CSFP food and funds received under this Contract.
 - 3.5. Contractor is responsible to WSDA for any losses resulting from improper or negligent issuance/distribution of CSFP food, regardless of whether the food is in possession of Contractor or in possession of Contractor's Subcontractor.
 - 3.6. In conformance with Program Requirements or as directed by WSDA, Contractor shall promptly address any shortages, spoilage, losses, or damages arising while CSFP foods are in Contractor's possession or in the possession of Contractor's Subcontractors. This includes, but is not limited to, providing notice to WSDA, investigating causes, and taking actions to prevent further losses. Spoilage must be confirmed by a certificate from a local or State Health Department representative.
 - 3.7. Contractor shall reimburse WSDA for any CSFP foods improperly used or disposed of or any loss or damage to CSFP foods resulting from the failure of Contractor or its agents or Subcontractors to properly store, care for, or handle the foods.
 - 3.8. Each month and prior to submitting the monthly inventory report as shown in Attachment B, Schedule of Submittals, and Contractor shall conduct a physical inventory of CSFP and reconcile the physical inventory with Contractor's book inventory records.
 - 3.9. Contractor shall not store more than a three-month supply of each CSFP food item, without WSDA approval.

COMBINED FAP CONTRACT 7-1-15

- 3.10. Contractor shall provide, and ensure that Subcontractors provide, adequate facilities for the handling, storage, and distribution of CSFP foods. The facilities must be properly safeguarded against damage, theft, spoilage, or other loss in conformance with the CSFP Program Requirements. Contractor shall ensure that Subcontractors:
- Maintain the capacity to accept truckload quantities of foods.
 - Keep facilities sanitary and free from rodent, bird, insect, or other animal infestation;
 - Store food at proper storage temperatures;
 - Stock and space food so CSFP foods are readily identified;
 - Rotate stock utilizing “First-In/First-Out” inventory practices;
 - Store CSFP food off the floor and away from walls in a manner to allow for adequate ventilation;
 - Maintain accurate inventory records of product issuance;
 - Take other protective measures when needed.
- 3.11. Contractor shall immediately notify WSDA in writing of any complaints about (1) CSFP foods and (2) the commercial distribution system, including such information necessary for WSDA or USDA to conduct an investigation.
- 3.12. Contractor shall request CSFP food only in quantities that Contractor can receive and utilize. WSDA reserves the right to redistribute CSFP foods in Contractor’s possession.
- 3.13. Contractor shall provide nutrition education and/or referral as described in the CSFP Manual and available health assistance programs to Clients.
- 3.14. Contractor shall certify persons for participation in CSFP as described in the CSFP Manual. Contractor may conduct the six (6) month recertification of Elderly participants by phone, if none of the participant’s data such as address or income status has changed. If participant has experienced any change in data, Contractor must require the person to appear in person for recertification.
- 3.15. In accordance with [FNS Policy Memo FD-113](#) the Contractor is responsible for providing all staff and volunteers that interact with clients and/or who handle personal information of clients with training on civil rights on an annual basis. Contractors will ensure that their Subcontractors provide training for their staff and volunteers on an annual basis. Training tools are provided by WSDA and can be found on the [Training Resources](#) page of the [Food Assistance Programs](#) website.
- 3.16. The Contractor is required to keep documentation of civil rights training, for all staff and volunteers on file and available for review. Contractor shall also ensure that Subcontractor keeps required documentation of civil rights training, for all staff and volunteers on file and available for review.
- 3.17. Contractor shall ensure that the USDA “[And Justice for All](#)” non-discrimination poster is conspicuously displayed at all Food Pantries and Meal Programs at the time of distributions or meals. WSDA shall provide the posters upon request.
- 3.18. Contractor shall ensure that distribution days and hours of operation are publically posted.

COMBINED FAP CONTRACT 7-1-15

4. WSDA'S GENERAL CSFP RESPONSIBILITIES.

- 4.1. WSDA shall provide CSFP food to Contractor without charge of any kind in conformance with the Program Requirements unless CSFP food is unavailable or partially unavailable to WSDA.
- 4.2. WSDA shall conduct Program Reviews of Contractors and Subcontractors in accordance with federal regulations, policy and its' State Plan of Operation.
- 4.3. WSDA shall investigate, pursue and make demand for restitution for claims of Commodity losses over \$100.00 regardless of whether the loss occurs at the Contractor and Subcontractor level.
- 4.4. If USDA makes additional reimbursement funds available to WSDA, WSDA may reimburse Contractor for some or all of actual expenditures submitted by Contractor in the previous month or quarter. WSDA will distribute the funds among all CSFP Contractors proportionate to each Contractor's actual caseload percentage of total state caseload and/or alternate agreed upon method.

5. COMPENSATION. Contractor's compensation for services rendered shall be based on the following rates or in Accordance with the following terms:

- 5.1 Reimbursement only for allowable administrative activities, which are limited to either a federally approved indirect rate by the Contractor's federal cognizant agency or state agency or, if no approved indirect rate and has never had an approved indirect rate, ten percent of the direct costs charged to the CSFP grant activities.
- 5.2 Compensation for services rendered in accordance with Attachment A, Budget; funding and therefore compensation is subject to final federal budget.
- 5.3 Provided Contractor's total billings do not exceed the compensation amount specified for each fiscal year listed in #21 of the Face Sheet, Contractor may request reimbursement for travel and travel-related expenses for delivering CSFP services under this Contract, including attendance at food-bank related trainings and conferences. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current federal travel reimbursement rates.

COMBINED FAP CONTRACT 7-1-15

Food Assistance Programs GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

NOTE: For definitions with an asterisk (*) see “Cross Walk of Terminology Used in Contract,” Attachment E, for comparison to previous contract terminology, definitions in Chapter 16-740 Washington Administrative Code (WAC), and definitions in 7 Code of Federal Regulations (CFR) 250 and 7 CFR 251.

“**Administrative Expenses**” means management and general expenses, including membership dues that cannot be readily identified with a particular program.

“**Applicant**” means a public or private nonprofit organization, tribe, or tribal organization that applies for Emergency Food Assistance Program funding.

“**Authorized Representative**” means the WSDA Director and/or the designee authorized in writing to act on the Director’s behalf.

“**Authorized Signature**” means the signature of the board president, tribal chairperson, agency director, or other official authorized to sign.

“**Client**” mean a person who is in need of emergency food because of economic circumstances and hunger; the term means the same as “Needy Persons” under 7 CFR 250.3 and includes all such persons regardless of whether the person is currently obtaining services from any Emergency Food Provider.

“**CFR**” means the Code of Federal Regulations.

“**Contract**” * means this agreement.

“**Contractor**” * means the association, organization, or individual that entered into this Contract with the WSDA to provide emergency food assistance within a county or multi-county region.

“**Contractor ‘sponsored’ site**” means any sites or program used for distribution of food that Contractor directly operates, manages, or maintains including any on-site food pantry, any off-site temporary distribution locations, mobile food pantries, or homebound delivery programs.

“**CSFP**” means the Commodity Supplemental Food Program authorized by 7 USC 612c and subject to 7 CFR 247 and 7 CFR 250.

“**CSFP Client**” means a person authorized by a local agency to receive a CSFP package in a given month.

“**CSFP Manual**” means the Commodity Supplemental Food Program Procedures Manual prepared and distributed by WSDA.

“**EFAP**” means the Emergency Food Assistance Program supported by State General Funds and subject to WAC 16-740.

“**EFAP Manual**” means the Emergency Food Assistance Program Policies and Procedures Manual for Food Pantry Contractors and Subcontractors prepared and distributed by WSDA.

COMBINED FAP CONTRACT 7-1-15

“Emergency Food” means food that is given to Clients who do not have the means to acquire that food themselves, so that they will not go hungry.

“Emergency Food Provider” means either a Food Pantry or a Meal Program that provides Clients with any kind of emergency food.

“Federal Award Uniform Guidance” means 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, available at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

“Food Bank” * means an institution that collects, warehouses and distributes food, edible commodities or other product to food pantries, meal programs and other hunger relief agencies on a regional, county, or statewide basis.

“Food Pantry” * means an emergency food assistance program that distributes unprepared food without charge to Clients.

“Full Service Clients,” for the purposes of EFAP, means Clients who receive food bags with at least three of any of the five main food groups as identified by USDA.

“Homebound Delivery Program” means a separate program or entity that provides delivery of food to homebound clients that is not part of a food pantry’s service offerings.

“Homebound Delivery Service” means a food pantry that provides the service of delivering food to homebound clients and is not considered a separate Homebound Delivery Program.

“In-Kind” mean the value of volunteer services or donated goods including staff time, rent, food, supplies and transportation.

“Meal Program” * means a program that provides Clients prepared meals in a congregate setting.

“Mobile Food Pantry” means a vehicle such as a “food truck” that travels on roadways within a designated service area and distributes food directly to clients. Any provision of this Contract that applies to a Food Pantry applies to Mobile Food Pantry.

“New Client” (unduplicated), for the purposes of EFAP, means a Client served by an Emergency Food Provider during the reporting period for the **FIRST** time in the **current** fiscal year.

“Operational Expenses” means those costs clearly identifiable with providing direct services to Clients, or distribution services to food pantries.

“Participating Food Pantries” means a local public or nonprofit food pantry that provides emergency food assistance to Clients and receives state or federal emergency food assistance funding or food through the Contractor.

“Parties” or **“Party”** means both or either WSDA and Contractor.

“Returning Client” (duplicated), for the purposes of EFAP, means a – Client served by an Emergency Food Provider during the reporting period who the Emergency Food Provider previously served during the **current** fiscal year.

“RCW” means Revised Code of Washington.

COMBINED FAP CONTRACT 7-1-15

“**Special Dietary Needs Food**” means food that meets the nutritional needs of special populations. Special needs population includes infants under one year of age, children with disabilities, pregnant and lactating women, people with chronic diseases such as cancer and diabetes, people with acquired immune deficiency syndrome, people with lactose intolerance, people with chewing difficulties, alcoholics, intravenous drug users, and people with cultural food preferences.

“**State**” means the State of Washington.

“**Subcontractor**” * means any association or organization that, by subcontract with the Contractor, is performing all or part of the services under the Contract. The term does not include the Contractor’s employees. The term includes any Subcontractor in any tier.

“**Supplemental Clients**,” for the purposes of EFAP, means Clients who receive only food items that are comprised of fewer than three of the five food groups and nothing more.

“**TEFAP**” means The Emergency Food Assistance Program authorized by 7 USC 7501-7516 and subject to 7 CFR 251, 7 CFR 250, and WAC 16-740.

“**TEFAP Client**” means the person signing for TEFAP food on behalf of his or her household.

“**TEFAP food**” means any food or commodities originating through TEFAP.

“**TEFAP Household**” means the number of family members reported by the TEFAP Client when signing for TEFAP food.

“**TEFAP Manual**” means The Emergency Food Assistance Program (TEFAP) Procedures Manual prepared and distributed by WSDA.

“**Temporary Distribution Site**” means a site that is used to temporarily distribute food to clients off-site and includes satellite sites. Inventory is not stored at a temporary distribution site.

“**USC**” means United States Code.

“**USDA**” means the United States Department of Agriculture.

“**WAC**” means Washington Administrative Code.

“**WSDA**” means the Washington Department of Agriculture or its successor agency, if any. WSDA is the “distributing agency” under 7 CFR § 250.

2. **ADVANCE PAYMENTS PROHIBITED.** WSDA shall make no payments in advance of or in anticipation of services to be provided under this Contract.
3. **ALL WRITINGS CONTAINED HEREIN.** This Contract and its incorporated documents contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract binds the parties.
4. **AMENDMENT.** The Parties may alter or amend this Contract by mutual agreement. No amendment shall bind the parties unless in writing and signed by both Parties’ Authorized Representative.

COMBINED FAP CONTRACT 7-1-15

5. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA' 28 CFR Part 35.** The Contractor must comply with, and ensure that Subcontractors comply with, the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
6. **APPROVAL.** This Contract is not in effect unless signed by WSDA's Authorized Representative.
7. **ASSIGNMENT.** Contractor shall not transfer or assign this Contract or any claim arising under it without WSDA's prior written consent.
8. **ATTORNEYS' FEES.** Unless otherwise expressly permitted in this Contract, each Party shall bear its own attorneys' fees and costs.
9. **AUDIT.**

9.1. General Requirements

- The Contractor shall maintain, and shall ensure that its Subcontractors maintain records and accounts in conformance with Paragraph 40, Recordkeeping and Reports of these General Terms and Conditions, as otherwise required by the Special Terms and Conditions specific to each Program, and in a manner that will facilitate financial and compliance audits.
- If an audit is required under Paragraph 9.2 or 9.3 and if the Contractor is a state or local government entity, the Office of the State Auditor shall conduct audits. If Contractor is a non-profit organization, Contractor shall procure the services of a qualified certified public accountant to conduct audits.
- Contractor is responsible for any audit exceptions incurred by it or its Subcontractor.
- WSDA reserves the right to recover from the Contractor all disallowed costs resulting from an audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to WSDA requests for information or corrective action concerning audit issues within thirty (30) days of the date of request. Any management letter from the auditor must also be included with the audit.
- Contractors receiving TEFAP or CSFP funding but not required to complete a Single Audit under Paragraph 9.2 shall submit a Single Audit Exemption Form (AGR FORM 609-2207) yearly to WSDA within thirty (30) days after the end of their fiscal year.
- Contractor shall include the audit requirements of this Paragraph 9 in all Subcontracts.

9.2. Federal Funding of \$750,000 or more. If Contractor expends \$750,000 or more from all federal sources during Contractor's fiscal year, as determined under Part 200.502 of the Federal Award Uniform Guidance, Contractor shall obtain an annual Single Audit conducted in compliance with Federal Award Uniform Guidance and the requirements of this Contract. The \$750,000 includes the value of food received from federal food programs. If also receiving State EFAP funding, a Schedule of State Assistance must be included within the audit, to include the EFAP funding. As applicable, the schedule must include:

- Contractor agency name
- State program name
- WSDA Contract number
- Contract amount including amendments

COMBINED FAP CONTRACT 7-1-15

- Beginning balance
- Current year revenues
- Current year expenditures
- Ending balance
- Program total

9.3. Federal Funding of \$749,999 or less and State Funding of \$100,000 or more. If Contractor is not required to complete a Single Audit under Paragraph 9.2 and expends \$100,000 or more in total state funds in a fiscal year, Contractor must have a financial audit at least every two (2) years that covers the previous two (2) years as defined by Government Auditing Standards (The Revised Yellow Book) and according to Generally Accepted Auditing Standards (GAAS). Contractor shall submit annual audits to WSDA if Contractor obtains annual audits for its own purposes. The Schedule of State Financial Assistance must be included.

9.4. Federal Funding of \$749,999 or less and State Funding of \$99,999 or less. If Contractor is not required to complete a Single Audit under Paragraph 9.2 or financial audit under Paragraph 9.3, Contractor shall submit an Accounting System Verification Form (AGR FORM 609-2206) signed by an independent Certified Public Accountant every two (2) years.

9.5. Submittal Dates

- Initial Submittal. Contractor shall submit a copy of its most recent audit report (either a Single Audit under Paragraph 9.2 or financial audit under Paragraph 9.3) or Accounting System Verification Form (AGR FORM 609-2206), as applicable under this Paragraph 9, no later than ten (10) days after the Contract execution date, except: (1) Contractor is not obligated to resubmit an audit report if Contractor previously submitted its most recent audit report to WSDA and (2) if Contractor was not under a preceding contract with WSDA and previously not obligated to conduct an audit by any other authority, Contractor shall submit an Accounting System Verification Form (AGR FORM 609-2206) no later than forty-five (45) days after the Contract execution date.
- Subsequent Submittals. Contractor shall send a copy of reports or forms to WSDA in conformance with the schedule in Attachment B, Schedule of Submittals.

10. BILLING PROCEDURES AND PAYMENT.

- 10.1. Contractor shall submit signed invoices/expenditure reports for each program as applicable via mail or email to WSDA in conformance with the schedule in Attachment B.
- 10.2. Contractor shall include a detailed general ledger for each program's expenses with every invoice/expenditure Report. Upon WSDA's request, Contractor shall submit supporting documentation (backup) either via mail, email or during site visits. Contractor shall collect and keep on file backup documentation for all Subcontractors' monthly expenditures.
- 10.3. The invoice shall include the Contract Number and indicate the costs incurred for each budget category as directed by WSDA and indicated on WSDA's invoice template.
- 10.4. WSDA will pay Contractor upon acceptance of services provided and receipt of properly completed invoices.

COMBINED FAP CONTRACT 7-1-15

10.5. Payment is timely if made by WSDA within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be transferred electronically to Contractor's designated bank account unless Contractor requests checks to be sent to the address designated by Contractor.

- 11. CALCULATION OF TIME.** Unless otherwise expressly stated, all time periods called for in this Contract indicate calendar years, months, days.
- 12. CIVIL RIGHTS/NONDISCRIMINATION.** Contractor shall ensure compliance with all federal, state, and local laws concerning civil rights and nondiscrimination. Contractor and Contractor's agents, employees, and Subcontractors shall not discriminate against anyone on the bases of race, color, national origin, sex, age, creed, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability. Contractor shall participate in any civil right or nondiscrimination training required by any federal or state program to which this Contract is subject.
- 13. CONFIDENTIAL INFORMATION.** Contractor shall comply with, and shall ensure that Subcontractor complies with, all laws and regulations concerning confidential information it may collect in the course of performing services under this Contract.
- 14. CONFORMANCE WITH LAW.** If any part of this Contract appears to violate any statute or rule, the provision may be interpreted to conform to statute or rule if such interpretation conforms to the purpose of this Contract.
- 15. CONTRACT MANAGEMENT.** The WSDA Representative identified on the Contract Face Sheet shall be the contact for all communications about this Contract. The Contractor's TEFAP, EFAP, and CSFP Representative identified on the Contract Face Sheet shall be the contact for all communications about this Contract respective to each of the programs. The Contractor shall notify WSDA in writing and within two (2) business days of any changes in personnel serving as a Contractor's Representative.
- 16. CONTINUED ELIGIBILITY.** Contractor shall ensure that it continues to meet the following requirements throughout the Contract term:
- If Contractor is not a public agency, Contractor must be recognized by the Internal Revenue Service (IRS) as a 501(c)(3) tax exempt charitable organization. If Contractor loses 501(c)(3) status during the contract term as a result of automatic revocation for failure to file reports, Contractor remains provisionally eligible to receive funding or food but, within thirty (30) days of notice of termination, Contractor must reapply for 501(c)(3) status and provide proof of reapplication to WSDA. This Contract terminates upon Contractor's failure to timely provide proof of reapplication to WSDA, unless Contractor can show good cause for the failure to reapply. Contractor shall forward documentation of IRS recognition of 501(c)(3) status to WSDA within 180 days of the reapplication date. This Contract terminates if Contractor's tax-exempt status is denied or Contractor fails to timely forward proof of status. If Contractor is not a public agency, Contractor must be registered with the Washington Secretary of State's office as a nonprofit corporation.
 - Contractor must have demonstrated ability to effectively administer applicable Program Requirements, including, but not limited to, issuing and managing subcontracts where applicable.
- 17. DEBARMENT.**
- 17.1. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal or State

COMBINED FAP CONTRACT 7-1-15

department or agency from participating in transactions.

17.2. The Contractor agrees to include the above requirement in all subcontracts into which it enters to complete this Contract.

17.3. Contractor shall notify WSDA within thirty (30) days of any exclusion from participating in transactions as set forth in Paragraph 17.1.

18. DISPUTES. Except as otherwise provided in this Contract, when a dispute arises between the Parties that cannot be resolved by direct negotiation, either party may request review by WSDA's Director, who may designate another neutral person to hear the dispute, as follows:

18.1. The request must:

- Be written,
- Identify the Contractor's name, address and the Contract number,
- State the disputed issues,
- State each Party's position,
- Be mailed to the Director, with a copy to the other Party's representative ("respondent") within fifteen (15) working days after the Parties agree that they cannot resolve the issue.

18.2. The respondent shall submit a written answer to the request to both the Director or the Director's designee and the requestor within ten (10) working days.

18.3. The Director or Director's designee shall review the written statements and provide a decision in writing to both Parties within fifteen (15) working days. At the discretion of the Director or Director's designee, the time in which to make a decision may be extended upon notice to both Parties.

18.4. The decision of the Director or the Director's designee shall be the final agency decision.

18.5. The Parties shall attempt to resolve the dispute under this Paragraph 18 before filing a claim in any tribunal.

18.6. Contractor shall establish a dispute resolution process for all subcontracts under this Contract no later than thirty (30) days after execution of the subcontract.

19. DISTRIBUTION OF FOOD OR FUNDS, ASSOCIATED SERVICES.

19.1. Contractor shall not, and shall ensure that Subcontractors do not, sell, exchange, or barter TEFAP or CSFP food or any food purchased with or supported with EFAP funding.

19.2. Contractor shall distribute without charge, and ensure that Subcontractors distribute without charge, CSFP and TEFAP food and food purchased with and supported with EFAP funding to Clients.

19.3. Contractor shall ensure that its operations and the operations of its Subcontractors adhere to a policy of good stewardship of public funds.

20. DUPLICATE PAYMENT. Contractor shall not submit request for payment or reimbursement that duplicates any work to be charged to any other source.

COMBINED FAP CONTRACT 7-1-15

21. EMERGENCY CONTACT. Contractor or Contractor's designated Emergency Contact(s) shall be available in the event of natural disasters, extreme weather emergencies, time sensitive food issues, and/or food safety issues occurring at times other than Contractor's usual office hours or when WSDA's attempts to contact Contractor's Representative have been unsuccessful. The Contractor shall notify WSDA in writing and within two (2) working days of any changes in personnel serving as Emergency Contact.

In event of an Emergency WSDA shall first attempt to contact the Contractor's TEFAP, EFAP, and CSFP Representative identified on the Contract Face Sheet.

22. ETHICS/CONFLICT OF INTEREST. Contractor shall comply with, and ensure that Subcontractors comply with, Chapter 42.52 RCW, the Ethics in Public Service Act, and any other applicable state or federal law related to ethics or conflicts of interest.

23. GOVERNING LAW AND VENUE. This Contract shall be interpreted in accordance with the laws of the state of Washington. Venue is in Thurston County Superior Court.

24. INCORPORATION OF REFERENCED DOCUMENTS. Unless otherwise expressly stated, all attachments and documents referenced in this Contract are incorporated and made a part of this Contract.

25. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the state of Washington, WSDA, all other agencies of the state and all officers, agents and employees of the state, from and against all claims or damages for injuries to persons or property or death arising out of or incident to the Contractor's performance or failure to perform the Contract. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any Subcontractor or its agents, employees, or representatives.

The Contractor's obligation to indemnify, defend, and hold harmless shall not be eliminated by any actual or alleged concurrent negligence of the state or its agents, agencies, employees and officers.

Subcontracts shall include a comprehensive indemnification clause holding harmless Contractor, WSDA, the state of Washington, its officers, employees and authorized agents.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

26. INDEPENDENT CAPACITY OF CONTRACTOR. An independent contractor relationship is created by the Contract. The Contractor and its employees or agents are not employees or agents of the state of Washington or WSDA. The Contractor shall not hold itself out or claim to be an officer or employee of WSDA or the state of Washington, nor make any claim of right, privilege, or benefit that would accrue to such officer or employee under law. Conduct and control of the work shall be solely with the Contractor.

27. INDUSTRIAL INSURANCE COVERAGE. Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, WSDA may collect from Contractor the full amount payable to the Industrial Insurance Accident Fund. WSDA may deduct the amount owed by Contractor to the accident fund from the amount payable to Contractor by WSDA under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any rights of L&I to collect from Contractor.

28. INSPECTION. Upon reasonable notice and at reasonable times, Contractor shall allow and shall ensure that Subcontractor allows, access for WSDA and representatives of the Washington State Auditor's Office to inspect,

COMBINED FAP CONTRACT 7-1-15

review, and audit all records concerning this Contract. Contractor shall allow and shall ensure Subcontractor allows for WSDA and representatives of the Washington State Auditor's Office to have access to inspect, without notice, facilities storing or distributing foods delivered under this Contract. If this Contract includes federal funding, Contractor shall also ensure that USDA representatives have the same rights of inspection, review, and audit as WSDA.

29. **INSURANCE.**

29.1. Contractor shall maintain insurance coverage meeting the following requirements:

- Minimum public liability insurance coverage of \$1,000,000 per occurrence.
- Theft coverage of not less than the replacement value of equipment and inventory purchased with EFAP funds when the acquisition cost was \$5,000 or more.
- For using motor vehicles in conducting activities, minimum liability coverage of \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property; in addition, collision and comprehensive insurance against physical damage, including theft, shall be provided except when the cost of the coverage would exceed the value of the vehicle.

29.2. All public or general liability, excess, umbrella, and property insurance policies shall name the state of Washington, Washington State Department of Agriculture (WSDA), its elected and appointed officials, agents and employees as an additional insureds.

29.3. Contractor shall ensure that any of its Subcontractors with an annual budget of \$200,000 or more maintain general liability insurance conforming to this Paragraph 29. Contractor shall require Subcontractors with annual budgets of under \$200,000 per year to carry minimum public liability insurance coverage of \$500,000 per occurrence limits and minimum liability insurance for motor vehicles in the amount of \$500,000 per occurrence, using a Combined Single Limit for bodily injury and property. Contractor may require the Subcontractor to list Contractor as additional insured.

29.4. Contractor shall purchase fidelity insurance for every person authorized to receive or deposit funds or issue financial documents and instruments of payment in order to provide protection against loss. The amount of coverage must be \$100,000, or the highest planned reimbursement per contract period, whichever is lowest.

29.5. Contractor shall submit the insurance certifications and additional insured endorsements within thirty (30) days of contract execution and annually thereafter. The additional insured endorsement must be an ISO Standard Endorsement CG 2026 or equivalent, If Contractor has submitted insurance certifications and additional insured endorsements under a previous contract and such documents are still current, Contractor is relieved of the duty to submit again within thirty (30) days of contract execution. WSDA will terminate the Contract if Contractor fails to timely secure and maintain insurance. In the alternative, WSDA may refuse to reimburse Contractor for any costs until Contractor submits evidence of insurance.

30. **LAWS.** Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies, as amended, of local, state, and federal government.

31. **LICENSING, ACCREDITATION, AND REGISTRATION.** Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

COMBINED FAP CONTRACT 7-1-15

- 32. LIMITATION OF AUTHORITY.** Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.
- 33. ORDER OF PRECEDENCE.** In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:
- 33.1. Applicable federal and state statutes, regulations and policies.
 - 33.2. Applicable Special Terms and Conditions
 - 33.3. Applicable Budget, Attachment A.
 - 33.4. General Terms and Conditions
 - 33.5. EFAP, TEFAP, or CSFP Manuals, as applicable.
 - 33.6. Schedule of Submittals, Attachment B.
- 34. PERIOD OF PERFORMANCE.** The period of performance is between the Beginning Date and End Dates shown of the Contract Face Sheet, unless otherwise terminated, amended, or superseded by a new contract. The execution of this agreement shall constitute a ratification of an earlier verbal agreement between the parties hereto, the terms and conditions of which are fully contained and integrated herein. Accordingly, regardless of the date of execution the beginning date of performance of this agreement shall be July 1, 2015.
- 35. POLITICAL ACTIVITIES.** Contractor shall not, and shall ensure that Subcontractors do not, use any funds or food under this Contract to work for or against ballot measures or for or against the candidacy of any person for public office. Political activity of Contractor and Contractor's officers and employees shall comply with the State Campaign Finances and Lobbying provisions of Chapter 42.17 RCW and the federal Hatch Act, 5 USC 1501-1508.
- 36. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION.** Contractor shall not pay any bonus or commission for the purpose of obtaining approval of Contractor's application for this Contract or any allocation of funds or foods under the Contract, provided, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.
- 37. PROPERTY MANAGEMENT.** Property purchases made with either federal or state funds are subject to the Federal Award Uniform Guidance. Contractor shall comply with the Federal Award Uniform Guidance, Section 200.310 through 200.326, and, as appropriate the CSFP, TEFAP and EFAP Manuals available from WSDA when undertaking property purchases, procurement, inventory management and disposal.
- 37.1. Contractor shall obtain WSDA preapproval before purchasing any item costing \$5,000 or more by using the Food Assistance Programs-Equipment Purchase Request/Approval Form, AGR Form 609-2204, regardless of the percentage of FAP funding used in the purchase. Preapproval is not required for items costing less than \$5,000. Contractor must submit the required form on behalf of any Subcontractor request.
 - 37.2. Property/Equipment purchased at least in part with FAP funding and an original purchase price of \$5,000 or more must be reported on the Annual Inventory Report Form (AGR FORM 609-2201).
 - 37.3. Contractors and Subcontractors may use equipment purchased with FAP funds as a trade-in for other equipment without receiving approval from WSDA.

COMBINED FAP CONTRACT 7-1-15

- 37.4. Contractors must submit the Food Assistance Programs-Equipment Disposal Request/Approval Form (AGR Form 609-2203), to WSDA when selling or otherwise disposing of equipment purchased with FAP funds and with a current fair market value of \$5,000 or more with the exception of equipment used as a trade-in.
- 37.5. Contractors and Subcontractors must have procurement policies, including inventory policies, in place when they purchase and maintain property purchased with FAP funding.
- 37.6. Contractor may not use any funding under this Contract to purchase real property, except that on a case-by-case basis, WSDA may approve Contractor to use federal funds to purchase buildings.

38. PUBLICITY. Contractor shall not, and shall ensure that Subcontractor does not, publish or use any advertising or publicity materials states, infers, or implies the name of the state of Washington or WSDA without the prior written consent of WSDA.

39. RECAPTURE. If Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, WSDA reserves the right to recapture funds in an amount to compensate WSDA for the noncompliance in addition to any other remedies available at law or in equity. Repayment by Contractor of funds under this recapture provision shall occur within the time period specified by WSDA. In the alternative, WSDA may recapture such funds from payments due under this Contract.

40. RECORDKEEPING AND REPORTS.

- 40.1. Contractor shall collect such information as necessary from its Subcontractors to maintain records and prepare reports as needed under each program's requirements.
- 40.2. Contractor shall maintain and make available all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall maintain records in accordance with Paragraph 9, Audit of these General Terms and Conditions.
- 40.3. Contractor shall ensure that Subcontractors follow each programs audit requirements as noted in their subcontract.
- 40.4. Contractor shall retain such records for a period of six (6) years following the date of final payment under the specific funding program.
- 40.5. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.
- 40.6. Contractor shall submit to WSDA such reports and records as required by this Contract in conformance with the schedule shown in Schedule of Submittals, Attachment B.
- 40.7. Any report that Contractor fails to deliver on time is delinquent.
- 40.8. If a report is delinquent for more than ten (10) days, WSDA may withhold Contractor's funding, reallocate Contractor's future shipments and/or suspend this Contract. If funding is withheld or the Contract suspended, WSDA may resume funding or reinstate the Contract after Contractor delivers the delinquent reports and has demonstrated to WSDA's satisfaction that Contractor has taken necessary corrective action to assure timely reporting. WSDA will not reinstate reallocated TEFAP or CSFP shipments to Contractor.

COMBINED FAP CONTRACT 7-1-15

40.9. Contractor shall implement corrective action and notify WSDA if a delinquent report, or expected delinquent report, is caused by a Subcontractor's failure to report.

41. REGISTRATION WITH THE DEPARTMENT OF REVENUE. If required by law, Contractor shall register with the Washington State Department of Revenue.

42. SAVINGS. If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal expiration, WSDA may immediately terminate the Contract for convenience in conformance with Paragraph 47, Termination or Suspension, of these General Terms and Conditions. In lieu of termination, the Parties may amend the Contract to reflect the new funding limitations and conditions.

43. SEVERABILITY. If any part of this Contract or any incorporated document is held invalid, such invalidity shall not affect the other provision of the Contract that can be given effect without the invalid provision, if such conforms to law and the purpose of this Contract. To this end, the provisions of this Contract are severable.

44. SUBCONTRACTING.

44.1. Contractor shall enter into a written contract with each Subcontractor performing any of Contractor's responsibilities under this Contract before providing Subcontractor with any funding or food under this Contract.

- At a minimum, subcontracts shall comply substantively with WSDA's example subcontract templates, though Contractor may use different formats or phrasing. Contractor may delete requirement for Subcontractors to indemnify Contractor and name Contractor as additional insured. WSDA does not warrant that the example subcontracts fully protect Contractor's needs or interests. WSDA expressly disclaims that the example subcontract templates include all of any agreement that may exist between Contractor and Subcontractor. Contractor must rely on itself or seek its own legal counsel to determine the adequacy of any provisions of any agreement it enters into with Subcontractors.
- Contractor may include any additional terms in the Subcontracts that Contractor deems necessary for full compliance of its Subcontractors.
- Unless using WSDA's subcontract templates without modification, Contractor shall submit its subcontract templates for approval by WSDA before entering into agreements with Subcontractors.
- Each subcontract shall be signed by both parties and bind the Subcontractor to all applicable terms of this Contract including, but not limited to, the Program Requirements for each Program under which the Subcontractor receives food or funds.
- Each subcontract must be in the legal name of the Subcontractor. Contractor must use Subcontractor's legal name in all documents referencing the Subcontractor that Contractor submits to WSDA.
- Upon WSDA's request, Contractor shall submit copies of any executed subcontract to WSDA.

44.2. Contractor shall offer technical assistance to Subcontractors as needed to assist in carrying out the goals of the funding program.

44.3. Contractor shall assure that Subcontractor continues to meet the requirements to be eligible as a Subcontractor throughout the Contract term; Contractor shall secure and maintain on file the following Subcontractor information:

COMBINED FAP CONTRACT 7-1-15

- Proof that Subcontractor is a 501(c)(3) tax exempt charitable organization, if Subcontractor is not a public agency. Churches and religious organization associated with a church are exempt from the obligation to prove 501(c)(3) status. If a Subcontractor loses 501(c)(3) status during the contract term as a result of automatic revocation for failure to file reports, the Subcontractor remains provisionally eligible to receive funding or food but Contractor must require the Subcontractor to reapply for 501(c)(3) status and provide proof of reapplication to Contractor within thirty (30) days of notice of termination. The subcontract must terminate upon the Subcontractor's failure to timely provide proof of reapplication to Contractor, unless Subcontractor can show good cause for the failure to reapply. Contractor shall require the Subcontractor to forward documentation of IRS recognition of 501(c)(3) status to Contractor within 180 days of the reapplication date. The subcontract must terminate if a Subcontractor's tax-exempt status is denied or the Subcontractor fails to timely forward proof of status;
- Proof that Subcontractor is registered with the State of Washington as a nonprofit organization, if Subcontractor is not a public agency. Churches and religious organization associated with a church are exempt from the obligation to prove Secretary of State Registration;
- Current insurance certifications;
- Proof that Subcontractor is registered with the 211 Statewide Telephone Information and Referral Network system. The Food Pantry must register within thirty (30) days of the effective start date of its contract.

44.4. Contractor must notify WSDA within ten (10) days of any changes to its Subcontractors.

44.5. The existence of a subcontract shall not operate to release or reduce the liability of Contractor to WSDA for any breach in the performance of the Contractor's duties. Contractor is fully responsible to WSDA if a Subcontractor fails to comply with any applicable term or condition of this Contract. Contractor shall appropriately monitor the activities of all Subcontractors.

44.6. Contractor shall take action to obtain restitution in connection with any claims against Subcontractor for improper distribution use or loss of, or damage to, foods distributed under this Contract.

44.7. Contractor shall perform program reviews of Subcontractors according to the requirements as identified in each program's policies and procedures manual.

44.8. Contractor shall take action to correct any Subcontractor noncompliance in conformance with the Program Requirements for each Program under which the Subcontractor receives food or funds.

44.9. Contractor shall include in all subcontracts a termination or suspension provisions substantially the same as the termination or suspension provisions in this Contract.

45. SURVIVAL. The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

46. TAXES. All payments accrued on account of payroll taxes, unemployment contributions, Contractor's income or gross receipts, any other taxes, insurance or expenses for Contractor or its staff shall be the sole responsibility of Contractor.

47. TERMINATION OR SUSPENSION.

COMBINED FAP CONTRACT 7-1-15

- 47.1. Either party may terminate Contract in whole or in part upon thirty (30) days written notice, regardless of whether termination is for cause or at will. If WSDA determines to terminate because of Contractor's failure to comply with this Contract (termination for cause), WSDA may provide notice and offer Contractor the opportunity to correct the noncompliance. The notice will provide a time by which the Contractor must return to compliance. If Contractor fails to correct the noncompliance within the time WSDA allows, WSDA may then immediately terminate the Contract. If WSDA terminates the Contract for cause, Contractor may request a dispute review as provided under Paragraph 18, Disputes, of these General Terms and Conditions.
- 47.2. As an alternative to termination, WSDA may suspend the Contract in whole or in part, effective upon Contractor's receipt of notice of suspension. If WSDA suspends the Contract because of Contractor's failure to comply with this Contract, WSDA may provide opportunity for Contractor to correct the noncompliance during the period of suspension. WSDA will not pay any costs associated with suspended work from the time Contractor receives notice of suspension until the time Contractor receives notice from WSDA to resume work. WSDA may terminate Contract as provided by this Paragraph 47 at any time during a period of suspension.
- 47.3. On the date of receipt of a notice of suspension, and except as otherwise directed by WSDA, Contractor shall:
- Continue to perform the work not suspended, if Contract is suspended in part;
 - Stop work to the extent of the suspension;
 - Place no further orders or enter into any subcontracts for materials, services, or facilities related to the Contract and the extent of the suspension;
 - Notify all Subcontractors, if any, of the suspension;
 - Provide any reports WSDA requires in connection with the suspended work; and
 - Allow WSDA access to conduct any necessary inspections or audits.
- 47.4. On the date of receipt of notice of termination, and as except otherwise directed by WSDA, Contractor shall:
- Stop work under the Contract, and to the extent specified, in the notice;
 - Place no further orders or enter into any subcontracts for materials, services, or facilities related to the Contract;
 - Notify all Subcontractors, if any, of the termination;
 - Assign to WSDA all of the rights, title, and interest of the Contractor in any orders or subcontracts arising under this Contract. WSDA has the right, in its discretion, to settle with Subcontractors for any outstanding amounts or unperformed work;
 - Preserve and transfer any materials, Contract deliverables, or WSDA property in Contractor's possession as directed by WSDA;
 - Provide any reports WSDA requires to close the Contract; and
 - All WSDA access to conduct any inspections or audits necessary to close the Contract.
- 47.5. Upon termination, WSDA shall pay Contractor for any valid reimbursable expenses incurred by Contractor under the Contract prior to the date of termination. If Contract is terminated during a period of suspension, WSDA is liable for only any valid reimbursable expenses incurred by Contractor under the Contract prior to the date of suspension. WSDA may withhold any amount due as WSDA reasonably determines is necessary to protect WSDA against potential loss or liability resulting from the termination. WSDA shall pay any withheld amount to Contractor if WSDA later determines that loss or liability will not occur.

COMBINED FAP CONTRACT 7-1-15

47.6. Contractor shall refund WSDA for any misuse or loss of funds or food received by Contractor under this Contract, regardless of whether Contractor has further distributed the funds or food.

47.7. The rights and remedies under this Paragraph 47 are in addition to any other rights and remedies provided under this Contract or as otherwise provide under law.

48. **WAIVER**. Waiver of any default or breach does not waive any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by WSDA's Authorized Representative.

49. **VOLUNTEERS**. Contractor shall make, and ensure that Subcontractors make reasonable effort to secure the services of volunteers and other training or work program participants.

ATTACHMENT A, BUDGET, ALL PROGRAMS

«Contractor»

TEFAP

FFY 2016 - Year 1

10/01/15-9/30/16

\$«TEFAP__Year_1_Total_»

FFY 2017 - Year 2

10/01/16-9/30/2017

\$«TEFAP__Year_2_Total_»

TOTAL ESTIMATED BUDGET

\$«Total_TEFAP_»

EFAP

SFY 2016 - Year 1

7/01/15-6/30/16

\$«EFAP__Year_1_Total_»

SFY 2017 - Year 2

7/01/16-6/30/17

\$«EFAP__Year_2_Total_»

TOTAL ESTIMATED BUDGET

\$«Total_EFAP_»

CSFP

FFY 2016 - Year 1

10/01/15-9/30/16

\$«CSFP__Year_2_Total_»

FFY 2017 - Year 2

10/01/16-9/30/17

\$«CSFP__Year_1_Total_»

TOTAL ESTIMATED BUDGET

\$«Total_CSFP_»

COMBINED FAP CONTRACT 7-1-15

ATTACHMENT B, SCHEDULE OF SUBMITTALS

Unless otherwise expressly required by a provision of this Contract, Contractor shall send all submittals and reports to the WSDA Representative at this address:

**Washington State Department of Agriculture - Food Assistance Programs
1111 Washington St. SE ~ PO Box 42560 ~ Olympia, WA 98504-2560**

Due Date	EFAP	TEFAP	CSFP
August 10	<ul style="list-style-type: none"> Revised EFAP application including Face Sheet, and Attachments B, C, D & E 		
20 th of the month following provision of services	Nontribal & Tribal monthly reporting contractors – <ul style="list-style-type: none"> Monthly Invoice/Request for Reimbursement Demographics – new and returning clients by age group and pounds of food data. 	<ul style="list-style-type: none"> Contractor’s End of Month Inventory Report Monthly Invoice, if paid monthly 	<ul style="list-style-type: none"> Monthly Inventory Report (FNS-153)
The 20th of the month following the quarter for the provision of services: October 20, January 20, April 20 and July 20.	Tribal Only <ul style="list-style-type: none"> Quarterly Invoice/Request for Reimbursement Emergency Food Assistance Program Expenditure Report Demographics – new and returning clients by age group and pounds of food data. 	<ul style="list-style-type: none"> Quarterly Invoice, if paid quarterly 	<ul style="list-style-type: none"> Quarterly Invoice, if paid quarterly
Forty-five days after the close of the fiscal year.	<ul style="list-style-type: none"> Emergency Food Assistance Closeout Report, all Food Bank & Tribal Contractors & Subcontractors. 		
Within 2 days of receiving shipment		<ul style="list-style-type: none"> Bills of lading and/or delivery receipts. 	<ul style="list-style-type: none"> Bills of lading and/or delivery receipts.
Upon request or as needed	<ul style="list-style-type: none"> Subcontracts Other reports & data as requested 	<ul style="list-style-type: none"> Subcontracts Records of Persons Served Commodity Loss Report Other reports & data as requested 	<ul style="list-style-type: none"> Participant Records Other reports & data as requested
Annually, 9 months following end of Contractor’s fiscal year	<ul style="list-style-type: none"> Single Audit, if applicable Financial Audit, if applicable and if Contractor is conducting an annual audit. 	<ul style="list-style-type: none"> Single Audit, if applicable Financial Audit, if applicable and if Contractor is conducting an annual audit. 	<ul style="list-style-type: none"> Single Audit, if applicable Financial Audit, if applicable and if Contractor is conducting an annual audit.
Every two years, 9 months following the end of Contractor’s fiscal year	<ul style="list-style-type: none"> Financial Audit or Accounting System Verification Form, if applicable 	<ul style="list-style-type: none"> Financial Audit or Accounting System Verification Form, if applicable 	<ul style="list-style-type: none"> Financial Audit or Accounting System Verification Form, if applicable
Within 30 days of contract execution and thereafter upon each renewal.	<ul style="list-style-type: none"> Insurance Certificates 	<ul style="list-style-type: none"> Insurance Certificates 	<ul style="list-style-type: none"> Insurance Certificates
May 20			<ul style="list-style-type: none"> FNS 191 Racial/Ethnic Data Collection Report

ATTACHMENT C, FOOD ASSISTANCE PROGRAMS FORMS & PUBLICATIONS

Available for download on our website:
<http://agr.wa.gov/FoodProg/Forms.aspx>

Accounting / Audit:

- Accounting System Verification Form (AGR FORM 609-2206)
- Food Assistance Programs Single Audit Exemption Form (AGR FORM 609-2207)
- Food Assistance Programs Single Audit Exemption Form For Subcontractors (AGR FORM 609-2217)

Equipment:

- Equipment Procurement Requirements and Guidelines (Publication No. 609-454)
- FAP Equipment Purchase Request / Approval Form (AGR FORM 609-2204)
- FAP Equipment Disposition Requirements (Publication No. 609-452)
- FAP Equipment Disposal Request / Approval Form (AGR 609-2203)

EFAP Subcontract Templates:

- EFAP Food Bank Subcontract (AGR FORM 609-2209)
- EFAP Food Pantry Subcontract (AGR FORM 609-2208)

TEFAP Subcontract Templates:

- TEFAP Food Pantry Subcontract (AGR FORM 609-2215)
- TEFAP Meal Program Subcontract (AGR FORM 609-2216)

If you have any problems accessing these forms online contact Lisa White at (360)725-5640 or by email at ljwhite@agr.wa.gov.

Attachment D

CROSS WALK OF TERMINOLOGY USED IN CONTRACT

Current Language	As in WAC 16-740-030	As in Code of Federal Regulations	As Used in Previous TEFAP & CSFP Contract (Respectively)
Contract	Grant	Agreement (All)	Contract; Contract & Agreement
Contractor	Grantee	Eligible Recipient Agency (7 CFR 251.3); Subdistributing Agency (7 CFR 247.3 & 7 CFR 250.3); Local Agency (7 CFR 247.3) Recipient Agency (7 CFR 250.3)	Subdistributing Agency (SDA); Local Agency
Food Bank	Distribution Center	Food Bank (7 CFR 251.3)	Not Referenced in either
Food Pantry	Food Bank	Food Pantry (7 CFR 251.3)	Household Feeding Program; Pantry
Meal Program	N/A	Soup Kitchen (7 CFR 251.3)	Congregate Feeding Programs; Not Referenced
Program Review	Monitor	Monitor (7 CFR 251.10.e; Reviews (7 CFR 250.19)	Not referenced in either
Subcontract	Subgrant	Agreement (All)	Contract; Contract
Subcontractor	Subgrantee	Eligible Recipient Agency (7 CFR 251.3); Recipient Agency (7 CFR 250.3)	Recipient Agency; Recipient Agency

COMBINED FAP CONTRACT 7-1-15

ATTACHMENT E, FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT COMPLIANCE

Background: The Washington State Department of Agriculture (WSDA) is required by the Federal Funding Accountability and Transparency Act (FFATA) to report executive compensation information for certain grant awards under the Food Assistance Programs, including TEFAP and CSFP.

FFATA Requirement: WSDA is required to report the names and total compensation of the five (5) most highly compensated officers of your organization ***only if*** all three of the following criteria were met in your organization's previous fiscal year:

1. Your organization received 80 percent or more of its annual gross revenues from Federal awards*; **AND**
2. Your organization received \$25,000,000 or more in annual gross revenues from (ALL) Federal awards; **AND**
3. The public does not have access to this information about compensation through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

*Federal awards include grants/subgrants and procurement contracts/subcontracts.

Please check the appropriate box:

«Contractor» ***meets*** ***does not meet*** all three of the criteria listed above.

«Contractor» **agrees** that if it meets all three of the criteria listed above, it will provide the names and total compensation of its five (5) most highly compensated officers to WSDA FAP. This information will be visible to the public on www.usaspending.gov.

Agency Name :	«Contractor»
Name:	[]
Title:	[]
Signature:	
Date:	[]

ATTACHMENT F, BUSINESS CONTACTS – ALL PROGRAMS

<p>«Contractor»</p> <p><Insert Website Address></p> <p><Insert General Phone Number - Public Contact></p> <p><Insert General Email - Public Contact></p>			
Executive Director:	<Insert name> <Insert phone> <Insert e-mail>] Would like to be included on email lists for: <input type="checkbox"/> Program Manager <input type="checkbox"/> Fiscal <input type="checkbox"/> Other _____	Chief Financial Officer:	<Insert name> <Insert phone> <Insert e-mail>] Would like to be included on email lists for: <input type="checkbox"/> Program Manager <input type="checkbox"/> Fiscal <input type="checkbox"/> Other _____
Emergency Contact:	<Insert name> <Insert primary phone> <Insert secondary phone> <Insert e-mail>]	Warehouse Contact:	<Insert name> <Insert primary phone> <Insert secondary phone> <Insert e-mail>]
Food Recall Contact:	<Insert name> <Insert primary phone> <Insert secondary phone> <Insert e-mail>]	Receiving Contact:	<Insert name> <Insert primary phone> <Insert secondary phone> <Insert e-mail>]
TEFAP Program Contact List			
Program Manager:	<Insert name> <Insert phone> <Insert e-mail>]	Fiscal Contact:	<Insert name> <Insert phone> <Insert e-mail>]
Additional Program Contact:	<Insert name> <Insert phone> <Insert e-mail>]	Additional Fiscal Contact:	<Insert name> <Insert phone> <Insert e-mail>]
EFAP Program Contact List			
Program Manager:	<Insert name> <Insert phone> <Insert e-mail>]	Fiscal Contact:	<Insert name> <Insert phone> <Insert e-mail>]
Additional Program Contact:	<Insert name> <Insert phone> <Insert e-mail>]	Additional Fiscal Contact:	<Insert name> <Insert phone> <Insert e-mail>]
CSFP Program Contact List			
Program Manager:	<Insert name> <Insert phone> <Insert e-mail>]	Fiscal Contact:	<Insert name> <Insert phone> <Insert e-mail>]
Additional Program Contact:	<Insert name> <Insert phone> <Insert e-mail>]	Additional Fiscal Contact:	<Insert name> <Insert phone> <Insert e-mail>]