

## COMMODITY SENIOR FOOD BOX PROGRAM (CSFP)

### ANNUAL AGREEMENT BETWEEN DAAS/CHRP AND REGIONAL FOOD BANK

Term Dates: \_\_\_\_\_

#### REGIONAL FOOD BANK INFORMATION

Name (*Last, First, M.I.*): \_\_\_\_\_Address (*No., Street*): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

#### AGREEMENTS

The Regional Food Bank agrees to:

1. Administer the program in accordance with the provisions of Part 247 and with the provisions of Part 250, unless they are inconsistent with the provisions of Part 247; [247.4(b)(1) & 250.4(c)(1)]
2. Comply with all requirements relating to food safety and food recalls; [250.4(c)(2)]
3. Maintain accurate and complete records for a period of five years from the close of the fiscal year to which they pertain, or longer if the records are related to unresolved claims actions, audits, or investigations; [247.4(b)(2)]
4. Be responsible for any loss resulting from improper distribution, or improper storage, care, or handling of USDA Foods; [247.4(b)(3)]
5. Be responsible for any misuse of program funds; [247.4(b)(4)]
6. Provide, or cause to be provided, nutrition education to participants; [247.4(c)(1)]
7. Provide information to participants on other health, nutrition, and public assistance programs, and make referrals as appropriate; [247.4(c)(2)]
8. Distribute USDA Foods in accordance with the approved food package guide rate; [247.4(c)(3)]
9. Take steps to prevent and detect dual participation; [247.4(c)(4)]
10. Provide the names and addresses of all certification, distribution, and storage sites under its jurisdiction [247.4(c)(5)]
11. Will not subject any person to discrimination under the program on the grounds of race, color, national origin, age, sex, or disability
12. Agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement. [247.4(c)(6) & FNS Instruction 113-1, Appendix C, Section F]

**DELEGATION OF DUTIES**

ADES/CHRP can delegate certain functions to RFBs. However, the establishment of State options and the management review system, along with conducting reviews, must remain at the State level (7 CFR, §247.3(b)).

Regional Food Banks are responsible for administering CSFP at the local level. For RFBs, this includes selecting and maintaining CSFP agreements with DSs, RFBs are also responsible for:

- Complying with civil rights requirements
- Entering into required agreements with ADES/CHRP and DSs
- Storing commodities in accordance with all Federal, State and local food storage requirements
- Establishing internal procedures for resolving complaints about commodities
- Maintaining accurate and complete records
- Conducting program outreach
- Certifying applicants in accordance with Federal and State established program eligibility criteria
- Complying with Federal and State established fiscal and operational requirements
- Ensuring that participation does not exceed assigned caseload if Federal program has caseload requirements
- Distributing commodities in accordance with the current food package maximum (CSFP) monthly distribution rate
- Providing nutrition education and information on the availability of other nutrition and health assistance programs to participants
- Informing participants of their program rights and responsibilities
- Meeting the special needs of homebound clients to the extent possible
- Pursuing claims against participants

**TERMINATION OF AGREEMENT**

This agreement may be canceled upon (30) days' notice in writing by either party. Notwithstanding the foregoing, the State may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by the Regional Food Bank. [250.4(c)(4)] and [247.4(b)(6)]

**ACKNOWLEDGMENT**

**By signing below, the Representative certifies that his/her Regional Food Bank agrees to the above terms and conditions.**

Regional Food Bank Representative Name <i>(Print or Type)</i>	Title
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Regional Food Bank Representative Signature	Date
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DAAS/CHRP Representative Name <i>(Print or Type)</i>	Title
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DAAS/CHRP Representative Signature	Date
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