



Name of Subdistributing Agency	
Address of Subdistributing Agency (Street, City, State, ZIP)	Phone Number

Name of Recipient Agency	Employer Identification Number (EIN)
Address of Distributing Location (Street, City, State, ZIP)	Phone Number
Mailing Address (if different)	Alternate Phone Number

This agreement specifies the rights and responsibilities of the above agencies as participants in the Commodity Supplemental Food Program (CSFP) This agreement is considered permanent, with amendments to be made as necessary, and may be terminated by either party upon 30 days written notice. By signing this agreement, both parties are bound by its terms and conditions.

- The Subdistributing Agency agrees to:**
1. Provide delivery of USDA Foods to the Recipient Agency without charge.
 2. Provide training regarding CSFP requirements and offer training sessions and technical assistance to the Recipient Agency.
 3. Ensure that all USDA Food packages comply with CSFP requirements.
 4. Monitor Recipient Agency's distribution of USDA Foods according to CSFP requirements and do so during the Recipient Agency's normal hours of operation.
 5. Ensure that the Recipient Agency meets all local and state health and sanitary code requirements applicable to food storage, transportation, and distribution.
 6. Provide nutrition education to clients, including providing information on health, nutrition, and public assistance programs.
 7. Notify Recipient Agency of their right to appeal any adverse action, in accordance with CSFP requirements.
 8. Respond to Recipient Agency inquiries promptly, in accordance with CSFP requirements.
 9. Take necessary steps to prevent and detect dual participation.

- The Recipient Agency is delegated the following functions and agrees to:**
- Certify the eligibility of applicants who apply for USDA Foods and maintain the confidentiality of household information.
 - Notify CSFP applicants and participants of their rights and responsibilities.
 - Distribute the appropriate USDA Foods package to a CSFP participant based on their eligibility.
 - Prohibit certain activities at distribution sites that are unrelated to the distribution of USDA Foods.
 - Notify the Subdistributing Agency immediately if a participant fails to visit a distribution site for two consecutive months.
 - Allow representatives of the Subdistributing Agency, Distributing Agency, and USDA to review its site operations and records.
 - Attend training sessions required by the Distributing Agency and the Subdistributing Agency.

Both parties agree to:

- Comply with CSFP federal regulations 7CFR 247, 7 CFR 250 as applicable including its referenced regulations, Federal-State Agreement for Child Nutrition and Food Distribution Programs, and State policy and procedures.
- Immediately report and accept full responsibility for any loss resulting from improper distribution and/or improper storage, care, or handling of USDA foods.
- Maintain accurate and complete records for a period of three (3) 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.
- Ensure that all USDA Foods are distributed to eligible participants without regard to race, color, national origin, sex, age, or disability.
- Ensure that all volunteers and employees (including their supervisors) working directly with CSFP clients, receive annual Civil Rights training.
- Ensure the most current “And Justice for All” poster is posted for public visibility and that the current non-discrimination statement is used on materials viewed by the public.
- Ensure that all public notifications regarding CSFP are published in English and Spanish and contain the USDA nondiscrimination statement.
- Comply with the Assurance of Civil Rights Compliance statement.

Civil Rights Pre-Award Compliance Review

(This section is completed by the Eligible Recipient Agency. The Regional Food Bank must review and approve prior to executing the agreement)

1. Does the recipient agency advise the public, including minority and grassroots organization of their services and eligibility requirements? Yes No
 If yes, please provide a list of recent publications include the media used, dates published, and organizations or persons contacted. Examples include radio, television, newspaper, mailers, flyers, brochures, Facebook, etc.

2. What is the estimated racial/ethnic makeup of your program's geographic service delivery area (from the latest census or other official recognized sources)?

a.

Ethnic Group	Hispanic or Latino	Not Hispanic or Latino	Total
Percent			

b. Select one or more

Race Group	American Indian or Alaskan Native	Asian	Black or African American	Native Hawaiian or other Pacific Islander	White	Other
Percent						

3. Does the recipient agency’s application contain the current nondiscrimination statement? Yes No
 If yes, provide a copy of the program’s application. If no, will recipient agency add the standard USDA non-discrimination statement to the appropriate application form, brochures, etc.? Yes No
4. List the names, if any, of other Federal assistance the recipient agency utilizes.
5. Has the recipient agency ever been found to be non-compliant with Civil Rights requirements? Yes No
 If yes, provide a summary of the non-compliance findings, any relevant details, and the resolution including the date resolved.

6. How does the recipient agency ensure that non-English speaking applicants and program participants have equal access to the services offered?
7. Describe the way services are or will be provided by the recipient agency and include any related data necessary to ensure that no persons are or will be denied services based on prohibited discrimination.

Assurance of Civil Rights Compliance

Both parties hereby agrees that they will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-121891);
- vi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency." (August 11 , 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- viii. Department of Justice Enforcement Guidelines (28 CFR Part S 35, 42 and 50.3);
- ix. Food and Nutrition Service (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 the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance With Federal Civil Rights law and U.S. Department of Agriculture (USDA) Civil Rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political belief, or reprisal or retaliation for prior Civil Rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

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

By accepting this assurance, the agencies agree to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such

personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the agencies, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the agencies.

Certification: We, the undersigned, do hereby make and enter into this agreement. By so doing, we certify that the information contained in this document is true and correct to the best of our knowledge and is provided for the purpose of obtaining federal assistance. We do mutually agree to comply with the CSFP federal regulations 7CFR 247, 7 CFR 250 as applicable including all referenced federal regulations, Federal-State Agreement for Child Nutrition and Food Distribution Programs, and State policy and procedures. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state statutes and federal regulations.

Subdistributing Agency Official

Print Name and Title

Signature

Date

Recipient Agency Official

Print Name and Title

Signature

Date

For FDP Use Only

Approved

Denied

If denied, provide justification: