



**Commodity Supplemental Food Program (CSFP)
Distribution Partner Contract
Effective April 1, 2015**

This agreement is made by, and between, The Idaho Foodbank and the Distribution Partner. This contract is written in compliance with federal legislation, laws, and code of federal regulations applicable to the Commodity Supplemental Food Program. This contract supersedes all previous contracts and/or agreements to distribute CSFP to eligible clients. This contract shall remain in effect until it is amended by The Idaho Foodbank, superseded by a new contract, or until terminated by either The Idaho Foodbank or the Distribution Partner as stipulated in this contract.

(Distribution Partner's Official Name)

DISTRIBUTION PARTNER RESPONSIBLE REPRESENTATIVES

1. The Distribution Partner designates the following representative or representatives to be responsible for the proper management, storage, and distribution of food commodities received through this contract. They are authorized to sign, on behalf of the Distribution Partner, all CSFP reports and/or other documents as necessary:

NAME: _____ PHONE: _____

E-MAIL: _____

NAME: _____ PHONE: _____

E-MAIL: _____

2. The Distribution Partner designates the following as an emergency contact person and phone number below:

NAME: _____ PHONE: _____

E-MAIL: _____

This person shall be the initial contact in the event of natural disasters, extreme weather emergencies, time sensitive food issues, and/or food safety issues and recalls that occur at other than site operation times or when attempts to contact the Distribution Partner are unsuccessful. If there are any subsequent changes to the emergency contact person and/or phone number, the Distribution Partner shall immediately inform The Idaho Foodbank.

The Distributing Partner Agrees to:

GENERAL

3. Administer the program in accordance with the provisions of Title 7 CFR Part §247, as applicable, Title 7 CFR Part §250, the current Idaho CSFP State Manual, and the State Plan.
 - a. Receive, store and distribute CSFP boxes in compliance with this contract, and applicable federal and state regulations, instructions and/or procedures.
4. Accept full responsibility for providing proper accountability, handling, storage, and utilization of the contract-related CSFP boxes. (7 CFR Part §247. 28) (7 CFR Part §250.13,14)
 - a. Receive instructions on the distribution of CSFP boxes from The Idaho Foodbank. The Distribution Partner must distribute the CSFP boxes in accordance with these instructions.
 - b. Promptly respond to any shortage, losses, or damages at all times that such CSFP boxes are in their possession, as per the instructions given by The Idaho Foodbank.
 - c. Keep and distribute CSFP boxes **intact and unopened**. All United States Department of Agriculture (USDA) and/or state purchased food commodities are to be distributed uncut and in the original packaging as received from The Idaho Foodbank, unless prior instructions are received from The Idaho Foodbank.
 - d. Not misrepresent CSFP food as another USDA commodity program. (Title 7 CFR part §251.10 (f)(i))
 - e. Ensure unused CSFP boxes at the end of the month remain with the Distribution Partner. From the monthly CSFP Usage Report The Idaho Foodbank shall reduce the number of CSFP boxes sent to the Distribution Partner equal to the number for boxes on hand reported by the Distribution Partner.
 - f. Accept responsibility for ensuring that the CSFP boxes are sufficiently insured or that a “method” and “means” for the replacement cost of CSFP boxes is identified and utilized if necessary.
 - g. Use the First In /First Out (FIFO) process to ensure CSFP boxes are utilized in a timely manner.
5. Ensure CSFP boxes are distributed only to clients that have been approved to participate in CSFP, and have a properly completed application form.
 - a. Only hand out one CSFP box to each certified client per month.
 - b. Verify that changes made to the CSFP client distribution list **are approved in advance** by The Idaho Foodbank CSFP coordinator.
 - c. Will not override any decision made by The Idaho Foodbank to terminate the client from the program or give the client a CSFP box.
6. Send new application forms, or re-certification forms, to The Idaho Foodbank by the 5th day of the following month. Failure to return certifications and re-certification forms to The Idaho Foodbank by the required deadline could result in termination of this agreement and removal of the Distribution Partner from the CSFP program.

7. Acknowledge The Idaho Foodbank will send the Distribution Partner a list of certified clients eligible to pick up a CSFP box during the month.
 - a. The Distribution Partner is responsible for notating on the client list each client that picked up their box.
 - b. Notify the local Agency immediately if a participant fails to visit a distribution site for two consecutive months.
 - c. The participant list must be returned to The Idaho Foodbank as soon as the CSFP box distribution for the month is complete, but no later than the 5th day of the following month.
8. Ensure that the most current “And Justice for All” poster is posted for public visibility and that the current nondiscrimination statement is used on all materials viewed by the public. (Version AD-475C (revised 12-99))
9. Report any program violations within the Commodity Supplemental Food Program to The Idaho Foodbank CSFP Coordinator immediately. Violation of the Commodity Supplemental Food Program as stated within Title 7 CFR §247.20 may include
 - a. Intentionally make false or misleading statements orally or in writing.
 - b. Intentionally withhold information pertaining to eligibility in CSFP.
 - c. Under no circumstances shall CSFP commodities be sold, exchanged, or bartered.
 - d. Physical abuse, or threat of physical abuse.
 - e. Committing dual participation. (Title 7 CFR Part §247.19)
10. Provide nutrition education information developed by The Idaho Foodbank to participants of the Commodity Supplemental Food Program. (Title 7 CFR Part § 247.18)
11. Provide other public assistance program information to participants of the Commodity Supplemental Food Program including;
 - a. The Medicaid Program established under Title XIX of the Social Security Act (42 U.S.C. 1396 et. Seq.)
 - b. The Food Stamp Program (also known as SNAP benefits) (7 U.S.C. 2011 et. seq.)
 - c. Supplemental Security income benefits provided under Title XVI of the Social Security Act (42 U.S.C. 1381 et. seq.)
12. Refer to The Idaho Foodbank for guidance on any questions, policies, or procedures regarding CSFP commodities.
13. Attend various training sessions conducted by The Idaho Foodbank staff, or ICOA, upon request.
14. The Distribution Partner shall ensure that pick up or delivery arrangements for CSFP boxes are mutually agreeable with The Idaho Foodbank. The Idaho Foodbank must receive 72 hour advance notice of changes to the pick up or delivery schedule. Continued failure to obtain the CSFP boxes as agreed upon may result in suspension or termination of this contract.

RECORDS AND REPORTS

15. Maintain program confidentiality pertaining to participants, and applicant's personal, and financial information.
16. Maintain complete and accurate records for a period of three (3) years from the close of the federal fiscal year to which they pertain, or longer if the records are related to unresolved claims actions, audits, or investigations. (Title 7 CFR §247.29)
17. Sign an Agency Order Report (AOR) for all CSFP-related food received.
18. Maintain inventory tracking of all CSFP-related food it receives. At a minimum, the Distribution Partner is required to conduct monthly inventory tracking, counting, and reconciling.
19. Send CSFP inventory reports on a monthly basis, no later than the 5th of each month, to The Idaho Foodbank CSFP Coordinator.
20. Document and promptly report any loss (e.g. damage, spoilage, theft, distribution to an unauthorized client) of contract-related food to The Idaho Foodbank. The Idaho Foodbank shall provide instructions and forms as necessary to the Distribution Partner.
21. Use its official name, as entered on page one (1) of this contract, on all forms, reports, and correspondence sent to The Idaho Foodbank regarding the distribution of contract-related food.

INSPECTION

22. Allow The Idaho Foodbank, Idaho Commission on Aging (ICOA), and USDA to inspect CSFP-related food commodities at distribution and storage facilities used by the Distribution Partner at any reasonable time. In addition, the Idaho Foodbank, ICOA, and USDA are authorized to inspect and audit all records, including financial records and reports, pertaining to the storage, distribution, and use of CSFP-related food commodities. They may review or audit the procedures and methods used in carrying out the requirements of this contract at any reasonable time and place, to ensure compliance with the contract terms and conditions. The Distribution Partner shall maintain all records relating to CSFP commodities given in a federal fiscal year for a period of not less than three (3) years.
23. Allow The Idaho Foodbank, and/or Idaho Commission on Aging (ICOA) to complete a site visit at least once every two years to verify storage facilities and methods meet and adhere to CSFP storage requirements.

CIVIL RIGHTS

24. 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 SO.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.

By accepting this assurance, the Distribution Partner agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts 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 Program applicant, 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 the behalf of the Distribution Partner.

- 25. Participate in annual Civil Rights training as required by USDA, ICOA and/or The Idaho Foodbank. The Distribution Partner ensures that all staff and volunteers who work directly with clients have, at a minimum, completed the Civil Rights training available on The Idaho Foodbank partner agency website at least once each year.

DISPUTE POLICY

- 26. Follow The Idaho Foodbank complaint process as identified in the CSFP training materials and by contacting the CSFP Coordinator.

TERMINATION

The Distributing Agency Understands:

- 27. Any failure to comply with contract-related procedures and/or regulations, as determined by The Idaho Foodbank and the ICOA, may result in the cancellation of this contract, depending on the severity of the infraction.
- 28. If ICOA terminates or suspends the Contract, The Idaho Foodbank may terminate or suspend this Subcontract, in whole or in part, to the extent that ICOA’s termination or suspension affects this Subcontract. If ICOA terminates the Contract, ICOA may require all of Contractor’s right, title and interest in this Contract to be assigned to ICOA or another Contractor. In such case, ICOA has the right, in its discretion, to settle with Distribution Partner for any outstanding issues or unperformed work.
- 29. Either partner may terminate this contract by giving 30 days written notice to the other party. However, ICOA or The Idaho Foodbank shall immediately terminate from further participation in CSFP operations any eligible Distribution Partner that distributes or permits distribution of materials in a manner inconsistent with the provisions of paragraph (f) (1) of CFR 7 Part 251 Section 251.10. Otherwise, this contract shall remain in force as amended or until superseded by a new contract. Subject to notice of termination or cancellation of the agreement, the Distribution Partner agrees to comply with the instructions of The Idaho Foodbank regarding the disposition of remaining contract-related food inventories. The Distribution Partner shall transmit such reports as are required by The Idaho Foodbank to record final disposition of such inventories. The Distribution Partner shall be held accountable for any losses, occurring while contract-related food commodities or funds were in its possession or control, as revealed in the closing audit of the Distribution Partner’s operations.

SEVERABILITY

- 30. If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions, in entirety, of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

DISTRIBUTION PARTNER

Authorized Signature: _____ Date: ____/____/____

Printed Name: _____

Agency Name: _____

Title: _____

THE IDAHO FOODBANK

3562 S TK Avenue

Boise, ID 83705

(208) 336-9643

Signature: _____

Karen Vauk, IFB President & CEO

Date: ____ / ____ / 20 ____

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