



# UTAH FOOD BANK

## SITE AGREEMENT COMMODITY SUPPLEMENTAL FOOD PROGRAM

The \_\_\_\_\_ located in \_\_\_\_\_ County hereby agrees to partner with Utah Food Bank (UFB) as a distribution site for the Utah Commodity Supplemental Food Program (CSFP) under the following agreement assurances for the duration of the signed contract. The assurances are as follows:

### 1. Adhere to CSFP Requirements:

- a. The distribution site assures that the Program will be administered in accordance with the provisions of 7 CFR Part 247 and with provision of Part 250, unless they are inconsistent, in which case Part 247 supersedes Part 250.
- b. Distribution sites shall adhere to the Utah CSFP Policy & Procedures manual.
- c. Each agency will adhere to the roles and responsibilities outlined in the Distribution Site Agreement & Training manual.
- d. Each agency will attend a training session or receive training materials yearly as required by UFB and/or State agency.

### 2. Civil Rights Responsibilities:

- a. In accordance with FNS Policy Memo FD-113, the distribution site will provide training for their staff and volunteers annually. Training tools are provided by UFB and can be found on the CSFP Resources page of the UFB website.
- b. If personnel changes occur in the manager or site coordinator positions, a new site visit for CSFP operations and civil rights training is required.
- c. Ensure that the USDA "And Justice for All" nondiscrimination poster is conspicuously displayed at the time of the distributions for clients to review. UFB shall provide new posters upon request.
- d. If the distribution site is a religious or faith-based organization, it shall separate, in time or location, any explicitly religious activities from the distribution of CSFP foods to participants.

### 3. Commodity Distribution:

- a. Where a driver has not been designated to deliver door-to-door, distribution sites must have a responsible, trained coordinator to oversee the distribution of CSFP boxes and its accompanying obligations.
- b. UFB must be notified immediately of changes in agency contact information.
- c. Perishable products shall be delivered to clients as product becomes available. Perishable items are not an official part of the Utah CSFP food box. If a distribution site has a surplus of perishable products, these should be distributed to anyone in need. Perishable product does not need to be returned and is inventoried separately from USDA foods.
- d. Each agency is responsible for any loss resulting from improper distribution, storage, and care of handling of commodities.
- e. CSFP foods may not be sold, bartered, or exchanged for other goods.
- f. Agency will verify participant identity or proxy identity prior to issuing CSFP foods.
- g. Agency will help applicants, when necessary, complete applications
- h. Agency will assist UFB in the recertification process.

**4. Record Keeping & Reporting Requirements:**

- a. All parties shall maintain accurate and complete records for a minimum of 4 years, or longer if they are related to unresolved claims, actions, audits, or investigations as outlined in the Utah CSFP Policies & Procedures manual.
- b. Agency will forward UFB the CSFP monthly signature sheets in conformance with reporting due dates.

**5. Monitoring:**

- a. Upon reasonable notice and at reasonable times, the distribution site shall allow UFB and/or State representatives access to inspect, review, and audit all records concerning CSFP. UFB and/or the State reserve the right to conduct unannounced site visits at any time and for any reason.
- b. Agency will permit and participate in periodic monitoring for program compliance by UFB and or/ the State no less than once every two years.

**6. Period of Performance:**

- a. This agreement is considered permanent, with amendments to be made as necessary unless terminated or superseded by a new agreement.
- b. A signed copy of the agreement shall be on file with both parties for the duration of the time outlined within the agreement.

**7. Termination or Suspension:**

- a. Either party may terminate the agreement by written notice to the other with the required minimum days advance notice. The advance notification period must be at least 30 days.

If you have any questions regarding the information provided, please contact your Utah Food Bank representative.

UFB reserves the right to postpone or deny CSFP partnership to agencies. Failure to comply with any of these requirements may result in suspension or termination of CSFP service by Utah Food Bank. By providing the signatures below, the site hereby acknowledges that it understands and agrees to the terms of this Agreement. Please provide the signatures of those who are in any way involved with CSFP program, as either manager, coordinator, distributors, etc. By signing, each individual agrees to the terms herewith outlined in the agreement and that they have read, understand and will adhere to the procedures as outlined in the CSFP program instructions.

CSFP Coordinator	Signature	Date
UFB Representative	Signature	Date