

Agreement Between Contracting Entity and Site

A **site** can be a certification site, a distribution site, or a storage site. This agreement applies to all sites.

Name of Contracting Entity (CE)	Email Address of CE
Address of CE (Street, City, State, ZIP)	Area Code and Telephone Number - -
Mailing Address (If different from above)	Area Cod and Fax Number - -

Name of Site	Email Address of Site
Address of Site (Street, City, State, ZIP)	Area Code and Telephone Number - -
Mailing Address (If different from above)	Area Code and Fax Number - -

Agreement

This Agreement specifies the rights and responsibilities of the above named Contracting Entity (CE) and Site as participants in the Commodity Supplemental Food Program (CSFP). By signing this Agreement, both parties are bound by its terms and conditions. Thirty days' written notice by either party is required for termination, except that if the health or safety of a CSFP participant is at risk, the CE may terminate the Agreement without prior notice. This Agreement may be terminated for cause by either party, by mutual consent of both parties, or solely by the Site without cause or mutual consent.

Rights and Responsibilities of the Contracting Entity

The Contracting Entity agrees to fulfill the following responsibilities:

1. Comply with all guidance issued by TDA and USDA
2. Train the site in the following areas: eligibility criteria; client rights (including civil rights requirements); complaint and administrative review procedures; the processing of applications or requests for packages; and procedures for food safety and food recalls
3. Offer training sessions and technical assistance at a time and place that is convenient to the site
4. Provide CSFP record keeping forms to the site without charge
5. Provide CSFP services and guidance to the site without charge
6. Ensure that all USDA Foods are distributed to participants without regard to race, color, national origin, sex, age, or disability
7. Ensure that all USDA Food packages comply with CSFP requirements
8. Monitor the site's distribution of USDA Foods according to CSFP requirements, and do so during the site's normal hours of operation
9. Terminate this agreement without prior notice if the health or safety of a CSFP participant is at risk
10. Ensure that sites protect applicants' information stored on information technology systems
11. Notify the site of its right to appeal any adverse action, in accordance with CSFP requirements
12. Obtain the signature of the site's representative showing the receipt of USDA Foods, and maintain the receipts, as well as other program records, for three years from the close of the fiscal year to which they pertain, or until claims actions, audits, or investigations are resolved. Records include, but are not limited to, the following: 1) this Agreement and 2) documentation of the receipt, inventory, and disposal of USDA Foods.
13. Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines; and collect such records from sites as applicable.
14. Collect, from the site upon request, certain data (including, but not limited to, reports about the number of individuals served)
15. Ensure that the site does not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages
16. Ensure that the site makes clear that participants are not required to cooperate with activities unrelated to the distribution of USDA Foods. Activities include the following: contribute money, sign petitions, or converse with a person conducting such activity; belong to, attend meetings of, or pay dues to any organization
17. Ensure that unrelated activities do not disrupt the distribution of USDA Foods

Rights and Responsibilities of the Site

The Site agrees to fulfill the following responsibilities:

1. Comply with all guidance issued by the CE, TDA, and USDA, including procedures for food safety and food recalls
2. Assume responsibility for any loss that results from improper storage, care, handling, or distribution of USDA Foods
3. Determine the eligibility of applicants who apply for USDA Foods packages in compliance with CSFP requirements
4. Notify the CE immediately if a participant fails to visit a distribution site for two consecutive months
5. Distribute the appropriate USDA Foods package to a CSFP participant based on his or her categorical eligibility and in compliance with CSFP requirements
6. Ensure that all USDA Foods are distributed to eligible participants without regard to race, color, national origin, sex, age, or disability
7. Provide, to the CE upon request, certain data (including, but not limited to, reports about the number of individuals served)
8. Collect records that show the data and method used to determine the number of participants; and provide the data to the CE upon request.
9. Compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines; and provide this data to the CE upon request.
10. Notify CSFP applicants and participants of their right to appeal an adverse action, in accordance with CSFP requirements
11. Maintain the confidentiality and security of household information, including applicants' information stored on information technology systems
12. Sign for receipt of USDA Foods (if the foods are not distributed immediately), and keep the receipts, as well as other program records, for three years from the close of the fiscal year to which they pertain; or until claims actions, audits, or investigations are resolved. Records include, but are not limited to, the following: 1) this agreement and 2) documentation of the receipt, inventory, and disposal of USDA Foods.
13. Allow representatives of the CE, TDA, and USDA to review site operations and records
14. Make clear that participants are not required to cooperate with activities unrelated to the distribution of USDA Foods. Activities include the following: contribute money, sign petitions, or converse with a person conducting such activity; belong to, attend meetings of, or pay dues to any organization
15. Ensure that unrelated activities do not disrupt the distribution of USDA Foods
16. Attend training sessions required by TDA and the CE
17. Do not require, solicit, or accept payment from applicants or participants in money, materials, or services for USDA Foods packages
18. Report fraud to the CE immediately
19. Do not sell USDA Foods
20. Obtain prior approval from the CE before transferring USDA Foods to any other entity
21. Help applicants, when necessary, complete applications
22. Display prominently, for applicant and participant viewing, USDA's "...And Justice For All" poster

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 operate CSFP in compliance with federal civil rights laws and to implement nondiscrimination regulations. We do mutually agree to comply with Commodity Supplemental Food Program (7 CFR Part 247, as amended); Donation of Foods for Use in the United States, Its Territories and Possessions and Areas under Its Jurisdiction (7 CFR Part 250, as amended); Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200); and state policies and procedures as issued and amended by TDA. By signing this Agreement, the site certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency or by the State of Texas. We understand that the deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

Name of Site Official (type or print)	
Title of Site Official	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> </div>

Name of CE Representative (type or print)	
Title of CE Representative	<div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> </div>