

NORTH CAROLINA DEPARTMENT OF AGRICULTURE

& CONSUMER SERVICES

FOOD DISTRIBUTION DIVISION

STATE PLAN OF PROGRAM OPERATIONS AND ADMINISTRATION

OF

COMMODITY SUPPLEMENTAL FOOD PROGRAM

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I. LOCAL AGENCY IDENTIFICATION 247.6(c)(1)

NORTH CAROLINA DEPARTMENT OF AGRICULTURE
& CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION

State Plan Program of Operations and Administration of the Commodity Supplemental Food Program

This document represents our plan for the administration of the Commodity Supplemental Food Program in North Carolina. Under State law, and by agreement with the U.S. Department of Agriculture, the N.C. Department of Agriculture & Consumer Services is the distributing agency in North Carolina for USDA Donated Foods.

The State Plan provides:

Local Agency Identification

Beacon of Hope Services
P.O. Box 547
Marshall, NC 28753
Telephone: (828) 649-3470

Food Bank of the Albemarle
P.O. Box 1704
Elizabeth City, NC 27906-1704
Telephone: (252) 335-4035

Food Bank of Central & Eastern NC
1924 Capital Blvd.
Raleigh, NC 27604
Telephone: (919) 875-0707

North Carolina Baptist Men
dba/Baptists on Mission
205 Convention Drive
Cary, NC 27511
Telephone: (919) 604-4778

Second Harvest Food Bank of Metrolina
500-B Spratt Street
Charlotte, NC 28206
Telephone: (704) 375-9639

Certification, Food Distribution and Food Storage Locations:

Beacon of Hope Services 120 Calvary Drive Marshall, NC 28753	Telephone: (828) 649-3470
Food Bank of the Albemarle 109 Tidewater Way Elizabeth City, NC 27906-1704	Telephone: (252) 335-4035
Food Bank of Central & Eastern NC (<i>Raleigh Branch</i>) 1924 Capital Blvd. Raleigh, NC 27604	Telephone: (919) 875-0707
Food Bank of Central & Eastern NC (<i>Durham Branch</i>) 2700 Angier Avenue, Suite A Durham, NC 27703	Telephone: (919) 616-9060
Food Bank of Central & Eastern NC (<i>Wilmington Branch</i>) 1314 Marsteller Street Wilmington, NC 28401	Telephone (910) 442-0456
Food Bank of Central & Eastern NC (<i>Greenville Branch</i>) 1712 Union Street Greenville, NC 27834	Telephone (252) 916-1060
Food Bank of Central & Eastern NC (<i>Sandhills Branch</i>) 195 Sandy Avenue Southern Pines, NC 28387	Telephone (252) 577-1912
Food Bank of Central & Eastern NC (<i>New Bern Branch</i>) 1702 Red Robin Lane New Bern, NC 28562	Telephone (252) 497-5001
North Carolina Baptist Men dba/Baptists on Mission Charity Mission Center 1333 W. Charity Road Rose Hill, NC 28458	Telephone: (910) 385-1567
North Carolina Baptist Men dba/Baptists on Mission Brushy Mountain Baptist Association 510 Elkin Hwy North Wilkesboro, NC 28659	Telephone: (336) 262-7224
North Carolina Baptist Men dba/Baptists on Mission First Baptist Church Stanleyville 851 Ziglar Road Winston-Salem, NC 27105	Telephone: (336) 414-2215
Second Harvest Food Bank of Metrolina 500-B Spratt Street Charlotte, NC 28206	Telephone (704) 375-9639

II. CERTIFICATION 247.6(c)(2) and 247.6(c)(3)

A. ASSESSMENT

There will be an assessment made at the local level of the socioeconomic condition of all applicants and the applicant must meet the following criteria:

1. Participants need to fulfill certain eligibility requirements, which include being an active SNAP participant and/or having a household income that is at or below 150 percent of the Federal Poverty Guidelines. Applicants will self-declare their income.
2. Any resident of the following counties listed below meeting the criteria in Item #1 is eligible for consideration and participation in the Commodity Supplemental Food Program (CSFP).
3. Nutritional risk is not a factor for eligibility.

Beacon of Hope: Madison

Food Bank of the Albemarle: Beaufort, Bertie, Camden, Chowan, Currituck, Gates, Hertford, Hyde, Martin, Northampton, Pasquotank, Perquimans, Tyrell, and Washington

Food Bank of Central & Eastern NC: Brunswick, Carteret, Chatham, Craven, Columbus, Durham, Duplin*, Edgecombe, Franklin, Granville, Greene, Halifax, Harnett*, Johnston, Jones, Lee, Lenoir, Moore, Nash, New Hanover, Onslow, Orange, Pender, Person, Pitt, Richmond, Sampson*, Scotland, Vance, Wake, Warren, Wayne, and Wilson

NC Baptist Men dba/Baptists on Mission:

SENC Region: Bladen, Duplin*, Sampson*, Cumberland

NWNC Region: Ashe, Davidson, Forsyth, Guilford, Iredell*, Surry, Watauga, Wilkes, Yadkin

Second Harvest Food Bank of Metrolina: Anson, Burke, Cleveland, Gaston, Iredell*, Mecklenburg, Rowan, Rutherford, Stanly, and Union

CSFP is distributed in 70 of the 100 NC Counties

**Duplin, Harnett, Iredell, and Sampson County are split counties between the Food Bank of Central and Eastern NC, the NC Baptist Men dba/Baptists on Mission, and Second Harvest Food Bank of Metrolina.*

B. ELIGIBILITY DETERMINATION 247.16(a)

The designated CSFP official for each contracted local agency listed in section (II. A2) will promptly determine eligibility and if eligible, the participant will receive foods the same day as certified. A Certification Application form (*see attachment A*) for the elderly will be completed by CSFP staff on site and/or by the CSFP staff member/social worker when visiting eligible homebound participants. At the time of certification or re-certification, participants are given the option to self-identify race and ethnicity. This information is submitted to the SDA each year when the racial/ethnic data is due.

In accordance with section 4102 of the Agriculture Improvement Act of 2018 (Farm Bill) (P.L. 115-334) changes for CSFP certification requirements outlined in 7 C.F.R. 247.16, the maximum certification period for participants will be between one to three years. Local agencies will continue to provide temporary monthly certifications to eligible CSFP applicants to fill any caseload slots resulting from nonparticipation by certified participants. These applicants will be placed on a waitlist and must be re-certified annually.

Documents such as a Birth Certificate, Driver's License, NC ID Card, Medical Record, Medicare Card, or Family Bible can serve to verify the applicant's identity and age. This verification is necessary during the eligibility determination process and at each recertification. The certification period of one or three years will depend on the source of income. An eligible participant with stable income (i.e., Social Security, Supplemental Security Income and/or Retirement) and no additional income sources will be certified for three years. Participants with a non-stable income source will be certified for one year.

CSFP participants will continue receiving a CSFP food package during their certification without a formal review if the person's address and continued interest in receiving program benefits are verified and the agency has sufficient reason to believe the person still meets income eligibility standards. This process will be verified by utilizing the NCDA&CS Food Distribution Receipt of Foods Form. Each participant shall be notified, in writing, at least 15 days before the expiration of the certification period that eligibility is about to expire.

C. CERTIFICATION NOTIFICATION

The local agency shall either certify the applicant or notify eligible applicants that they have been put on a waiting list or notify the applicant of eligibility or ineligibility for the program within 10 days of the applicant's first visit to the local agency to apply for participation in the program. A person who is determined to be eligible shall receive supplemental foods within 10 days of notification of eligibility.

D. TERMINATION/INELIGIBILITY

Written notification to participants of termination/ineligibility will be sent 15 days prior to the termination date. This notice will include the reason for termination, ineligibility, and the participants' right to a fair hearing, including the method to request the fair hearing and the right to be represented at the hearing. The documented reasons for ineligibility are held on file by the local agency. Applicants will be advised of their rights, including non-discrimination, fair hearing, and nutrition education.

E. CERTIFICATION FOR RELOCATION

The Local Distributing Agency (LDA) shall ensure issuance to every participant who intends to relocate during the certification period. The LDA will accept forms from participants who have been participating in the Program in another local agency, within or outside the jurisdiction of the State Agency.

III. CASELOAD MANAGEMENT 247.6(c)(4)

There is an inherent need to have a management system to effectively and efficiently control caseload to ensure caseload is met and not surpassed.

The waiting list policy is established when the program has reached maximum caseload. The waiting list will include applicant's name and status, address, telephone number and date applicants are placed on list. When the maximum caseload has been reached, the local agency must keep a list of all potential applicants who contact the agency in person. Applicants should be informed of the income standards at the initial contact to confirm eligibility. Certification from waiting lists will be on a first come, first served basis.

If an agency's caseload has been filled, the local agency must maintain a waiting list of the individuals who apply and are eligible for the program. In establishing the waiting list, the local agency must include the date of application and information necessary to allow the local agency to contact the applicant when caseload slots become available. Unless they have been determined ineligible, applicants must be notified of their placement on a waiting list within 10 days of their request for benefits. In accordance with CFR 247.15. a form denoting the period of certification will be given to each participant upon approval of the application. To be eligible to participate in the Commodity Supplemental Food Program, the participant must reside in

the county in which CSFP is being offered. See section (II. A2) for the current list of CSFP counties located in North Carolina. Birth Certificate, Driver's License, NC ID Card, Medical Record, Medicare Card, or Family Bible will verify the age of applicants. A certification period of one to three years has been established for all program participants.

IV. OUTREACH 247.6(c)(5)

- A. Efforts will continue to be made to recruit additional program participants through advertisements in local news media, churches, civic and other organizations. In addition, flyers will be prepared to send to potential eligible participants outlining program benefits. This list will be obtained by working with other county and state organizations, such as local employment offices, Department of Social Services, Office of Aging, Community Senior Center, Senior Housing, etc.
- B. Recruitment of program participants will be enhanced using electronic and print media via the use of spot announcements using the events of local interest community bulletin board.
- C. Formulate a transmittal to be mailed to each approved recipient who has missed more than one planned distribution period. This document will contain such items as time of next scheduled distribution, available food package offered and the benefit the program offers.
- D. Outreach efforts will be increased by the local agency if participation falls below caseload.
- E. The official hours for distribution of food will be determined by the local distributing agency.
- F. The program administrator and administrative assistant are responsible for outreach as an effort to increase enrollment. Efforts will continue to be made to reach the eligible segment of the population who does not participate in CSFP.
- G. Certification and distribution activities will be performed for all counties as listed in section (II. A2)

V. NUTRITION EDUCATION 247.6(c)(7)

Nutrition education is a dynamic process through which health and dietary information is exchanged with the individual in a manner which will promote both his/her knowledge and application of the dietary practices required for attaining and maintaining positive nutritional and health status. To be effective nutrition education must be tailored to the needs, interests, experiences, capabilities, and lifestyles of the individuals or groups taking part in this process. Nutrition education stresses the promotion of dietary guidelines and reduces the risks of disease. CSFP nutrition education should be integrated into and coordinated with other community nutrition programs.

The State agency must establish an evaluation procedure to ensure that the nutrition education provided is effective. The evaluation procedure must include participant input and must be directed by a nutritionist or other qualified professional.

A. ASSESSMENT OF NUTRITION EDUCATION NEEDS

- 1. Prior to the initiation of nutrition education services, the CSFP staff must determine if the participant is receiving nutrition education services through other community-based nutrition programs.
- 2. CSFP participants who are not receiving nutrition education services from another source must be assessed for:
 - a. Known risk factors which can be affected by nutritional practices or diet therapy
 - b. Adequacy of the food supply and other sources of food assistance
 - c. Usual dietary intake by food frequency, diet recall, or food record

B. CSFP NUTRITION EDUCATION SERVICES

- 1. Nutrition education is to be considered a benefit of the program and is to be provided to each participant at no cost. Nutrition education may be provided by another community-based nutrition program.

2. Participants must be encouraged to participate in nutrition education services, and the long-term benefits of utilizing such services must be stressed.
3. No participant shall be denied supplemental food for failure to participate in the nutrition education services offered through the CSFP or other community nutrition programs.
4. Nutrition education must be offered to all adult participants and must include:
 - a. An explanation of the importance of the consumption of the supplemental foods by the participant.
 - b. Reference to any special nutritional needs of participants and ways to provide an adequate diet.
 - c. Information on the use and nutritional value of supplemental foods.
 - d. Referral to other social and health programs when indicated.
5. A nutrition education contact is defined as an activity designed to improve health status, achieve positive change in dietary habits, and/or emphasize relationships between nutrition and health, all in keeping with the individual's personal, cultural, and socioeconomic preferences.
 - a. To ensure consistency, the local agency shall have written policies regarding basic nutrition for participants. Policies must be consistent with the dietary guidelines where applicable.
 - b. A nutrition education contact may be provided through either individual or group education.
 - c. A nutrition education contact may be made during a certification visit, visit for food pick-up, a home visit, etc. It is desirable to integrate/coordinate nutrition education services with health agency services and other nutrition education services offered in the community.
 - d. A nutrition education contact will usually involve a face-to-face encounter between the educator and the participant. If literature is given out or a film is shown it must be accompanied by discussion.
 - e. Nutrition education must be easily understood by the participant and practical in terms of the participant's household situation and cultural food habits.
 - f. Participants who are known to be at high nutritional risk should receive a level of nutrition intervention that is consistent with their degree of risk. The CSFP may refer high nutritional risk participants to the health department.
6. Nutrition education may be provided by a nutritionist/home economist.
7. Continuing education and training of local agency staff for developing and/or updating the skills and knowledge necessary for the delivery of nutrition education to program participants are to be considered part of the nutrition education services provided through the local and state agencies.

C. DOCUMENTATION OF NUTRITION INTERVENTION

1. Where nutrition education classes or food demonstrations are offered, activity outlines should be developed. The suggested components of an outline include:
 - a. Target audience
 - b. Objectives
 - c. Outline of the presentation
 - d. Activities/materials usedSample class outlines may be obtained through the North Carolina Cooperative Extension Service EFNEP.
2. Documentation of individual and/or group nutrition education should be an ongoing part of the participant record. Documentation should include, at the least, the following information:

- a. A summary of the basic content of the nutrition education provided or the topic of the class attended
 - b. Date the nutrition education was provided and the signature and title of the person providing the service.
3. A participant's refusal and/or inability to take part in nutrition education activities must be documented.

D. EVALUATION

1. An annual review of CSFP nutrition education services will be conducted by the State Agency and will include:
 - a. A review of local agency written policies and procedures.
 - b. A review of participant records.
2. The local agency will establish an evaluation procedure to obtain the views of CSFP participants or their caretakers concerning nutrition services provided by the local CSFP agency. The purpose of the survey is to assist in program planning at the state and local level.
The procedure should be designed to obtain information regarding, but not limited to:

- a. Attitudes on the need for nutrition education
- b. Barriers to attendance at nutrition education sessions
- c. Topics participants are interested in learning about
- d. Preferred methods for delivery of nutrition education
- e. Impact of CSFP and CSFP foods on the family food choices

VI. STORAGE/DISTRIBUTION/RECORD KEEPING 247.6(c)(6)

A. DISTRIBUTING AGENCY:

The N.C. Department of Agriculture & Consumer Services, Food Distribution Division, P O. Box 659, Butner, North Carolina 27509-0659 will be the primary distributing agency. The food storage facility is located at 1015 Food Distribution Drive, Butner, North Carolina 27522. Food ordered from USDA will be delivered to the Butner warehouse. The SDA will provide storage for this food which will protect it from theft, spoilage, damage or destruction or other loss. When the LDA places an order for a delivery from Butner/Salisbury, food is taken from the warehouse and shipped to the LDA.

The following will be the Local Distributing Agencies:

- Food Bank of the Albemarle, P.O. Box 1704, Elizabeth City, North Carolina 27906-1704
- Beacon of Hope Services, P.O. Box 547, Marshall, North Carolina 28753
- Food Bank of Central & Eastern NC, 1924 Capital Blvd., Raleigh, NC 27604
- North Carolina Baptist Men dba Baptists on Mission, 205 Convention Drive, Cary, NC 27511
- Second Harvest Food Bank of Metrolina, 500-B Spratt Street, Charlotte, NC 28206

N.C. Department of Agriculture & Consumer Services from its storage facility in Butner and Salisbury will make deliveries monthly to the LDA's. When food is delivered to the CSFP local distributing agency food is placed in the existing CSFP inventory. Food will be protected from theft, spoilage, damage or destruction or other loss.

Out of the safety and well-being of CSFP participants, LDA's are permitted to use drive-thru distributions where possible, allowing participants to remain in their vehicles. Participants that are high risk are encouraged to utilize their proxy to pick up their CSFP package.

The LDA will issue a supplemental food package to participants monthly. Participants come in and present their ID and or CSFP ID card, which includes the recipient's name and ID number. A receipt of foods form is generated for the participant or an agency representative to sign to verify he/she received the food package in accordance with the food package guide rate established by FNS.

The State or local CSFP distributing agency will not require any participant to make payment or provide services in connection with receipt of CSFP food. The state or local distributing agency will not use the distribution of CSFP food as a means for furthering the political interest of any person or party.

Records will be maintained in a suitable place for a minimum of five (5) years following the close of the federal fiscal year to which they pertain. The U.S. Department of Agriculture and the N.C. Department of Agriculture & Consumer Services are authorized to inspect all program operations, including records and reports, at any reasonable time.

Physical inventories are taken annually at the state warehouse but are taken monthly at the local agency. The SDA has an inventory report. (FNS153). This report is completed first by the LDA, then the LDA sends the report to the SDA. The FNS153 report combines the ending monthly inventory for the SDA and the LDA's. The SDA verifies the reports for accuracy and combines all LDA's FNS153 reports into one document and submits to SERO.

The State agency must submit the FNS-153 by the end of each month. FNS may permit the data contained in the report to be submitted less frequently, or in another format. The report must be submitted within 30 days after the end of the reporting period. On the FNS-153, the State agency reports:

- The number of program participants
- The receipt and distribution of commodities, and beginning and ending inventories, as well as other commodity data
- On a quarterly basis, the cumulative amount of administrative funds expended and obligated, and the amount remaining unobligated
- Local agencies must submit a report of racial/ethnic participation each year, using the FNS-191.

B. USE OF FOR-PROFIT DELIVERY SERVICE COMPANIES

1. GENERAL PROCUREMENT STANDARDS

The intent of the procurement requirements in 2 CFR 200 is to ensure sound competitive practices are established by non-federal entities (State distributing agency and/or sub-recipient agency), resulting in procurements that are conducted fairly, with integrity and uniformity, so that the goods and services procured meet the needs and quality standards of the purchaser at the best possible price. Sound competitive practices foster full and open competition and are free from real and apparent conflicts of interest. If the State distributing agency (SDA) is conducting a procurement on behalf of a LDA(s), or if an LDA is conducting a procurement, both entities must follow the procurement requirements of 2 CFR 200.318 through 200.327 and they must ensure SDAs and LDAs procurement requirements conform to these same procurement standards identified in 2 CFR 200.

If a for-profit delivery service company (FPDSC) offers to provide delivery services, at no cost, to the LDA, the LDA may enter a no-cost contract with the FPDSC resembling a contract as if the LDA were to have procured the services. If FPDSC is seeking payment for their services, then the LDA will need to follow the applicable procurement requirements, as cited above, to ensure that the delivery service costs are the most responsive and best price.

If the LDA wish to consider paying a FPDCS for a delivery service, the LDA needs to consider the aggregate cost during the fiscal year in which those services would be provided and procure accordingly:

- If the aggregate anticipated amount is equal to or less than \$10,000, the LDA may consider using micro-purchasing. If the simplified acquisition threshold (currently \$250,000), the local agency can use small purchase procedures.

If the anticipated aggregate procurement action amount is over the simplified acquisition threshold, then the LDA must use the more formal methods, i.e., a sealed bid or RFP (2 CFR 200.320).

2. NCDA&CS FDD DELIVERY GUIDANCE

- NCDA&CS FDD does allow contracted partner agencies the discretion to pursue the option to have for-profit companies provide home delivery of CSFP food packages in accordance with program regulations at 7 CFR 247.6(d) and when required conditions are met. All other North Carolina CSFP program policies currently in place will continue to be in effect.
- Consistent with 7 CFR 250.4(c) and (d), an active agreement or contract must be in place between the company and the local agency which ensures that the delivery service adheres to all CSFP program regulations (see also 7 CFR 247.4). At a minimum, a contract or agreement for these delivery services must require the company to provide:
 1. Safe storage and transportation of the foods in compliance with program regulations at 7 CFR 250;
 2. Verification of the identity of each CSFP participant through a review of the participants, or proxy's, identification before issuing the CSFP food package, consistent with 7 CFR 247.10(b);
 3. All applicable records required by the State or local agency; and 4. An assurance that the privacy of participants will be maintained, consistent with 7 CFR 247.36.
- Employees of the for-profit delivery service are not permitted to carry out key local agency responsibilities, such as making participant eligibility determinations (see 7 CFR 247.5(c)(1)-(8) listing the major local agency responsibilities). Such employees may not be considered proxies for participants.
- The signature of the participant is required for all CSFP applications and/or recertifications. No participant signature is required for box delivery; however, the box must be personally delivered. Moreover, CSFP food packages cannot be left at a doorstep or unattended at a pick-up site to ensure the integrity and safe handling of the food items.
- Each participant must authorize the designated private delivery service to pick-up and deliver the food box from the distribution site to their residence by signing the *CSFP Private Delivery Service Authorization* form (see Attachment B). The participant or authorized proxy must be present at the time of delivery to accept the food package. Their identity will be presumed based on factors confirmed at certification, unless there are uncertainties. In such cases, the local agency should implement measures to verify identity according to established criteria.
 - Proxy means any person designated by a participant, or by the participant's adult parent or caretaker, to obtain supplemental foods on behalf of the participant.

- The *CSFP Private Delivery Service Authorization* form does not replace the *Proxy Authorization* form, which is used when the participant assigns an individual to receive the food box on their behalf in-person or during mobile distributions.
- The *CSFP Private Delivery Service Authorization* form must be signed at time of application and recertification similar to the *Proxy Authorization* form.
- Identification of participant or proxy must be presented and verified before being issued a food package.
- All private delivery service representatives who interact with program applicants and participants must receive, at minimum, limited civil rights training which covers customer service and any other subject matter applicable to each's role and responsibilities. The Civil Rights Training link is located on the NCDA&CS FDD website.
- A CSFP agency representative can sign the Receipt of Foods form for the participant once the food package is received.
- If the participant's certification period extends beyond one year, the distributing agency and CSFP participant should communicate at least once annually to verify if any contact information has changed. This communication should be documented in the participant's file.

VII. DUAL PARTICIPATION 247.6(c)(8)

The local agencies must detect and prevent the same person from receiving benefits at more than one CSFP distribution site. The local agencies must check the identification of all applicants when they are certified or recertified as well as when picking up their monthly CSFP package. The local agencies must ensure that the applicant signs the CSFP application and/or recertification form that includes a statement advising the applicant that he or she may not receive CSFP from more than one CSFP site. Applicants shall also be informed that the consequences of dual participation may lead to a claim against the individual to recover the value of the benefits and may lead to disqualification.

Local agencies can use various processes each month to check for dual participation. These methods include reviewing issuance register, having verbal communication with the site partners and volunteers, running reports in participant databases (where applicable), record keeping and research.

A participant found to be committing dual participation must be discontinued from participation at more than one CSFP site. In accordance with 247.20(b), If the dual participation resulted from the participant or proxy of the participant making false or misleading statements, or intentionally withholding information, the local agency must disqualify the participant from CSFP for a period of up to one year, unless it is determined that it would result in a serious health risk. In addition, the local agency may be required to institute a claim against the participant to recover the value of the benefits.

Fair Hearings: A right to an appeal and a fair hearing is provided to applicants who contest a denial of certification.

VIII. CLAIMS 247.6(c)(9)

The LDA will be responsible to the N.C. Department of Agriculture & Consumer Services for any improper or negligent issuance of supplemental foods and will make restitution for any improper or negligent authorization.

Pursuit of Claims Against Participant

The pursuit of a claim against a participant to recover the value of CSFP commodities improperly received or used is cost effective when the value exceeds \$135.00 or 5 months of benefits. The estimated value of the monthly CSFP benefit is \$27.00. In accordance with 7 CFR 247.30 (c) and (d), NCDA&CS FDD has established the following claim procedures regarding foods received or used by a participant through fraud:

- The local agency will issue a letter to participants indicating that they are ineligible for participation in CSFP for a period of up to one year.
- A letter demanding repayment for the value of the commodities improperly received or used will be issued in instances when the dollar value is determined to be over \$135.00. Payment is to be received within 30 days of the date the letter was sent. If an appeal is sought, then the timeframe may be extended as deemed necessary.
- Additional measures will be taken as necessary if payment is not received within 30 days.
- The local agency will permanently disqualify a participant who commits three program violations that involve fraud, in accordance with the requirements of 7 CFR 247.20 (b).

Pursuit of Claims Against Local Distributing Agency (LDA)

When a loss of food occurs after delivery to the local CSFP agency, a claim determination must be made. If the value of the food loss is more than \$500.00 documentation must be forward to the USDA Regional Office for concurrence with a claim determination by NCDA&CS. If the CSFP agency is found to be negligent, NCDA&CS must pursue a claim requesting the LDA to replace the food for the value of the loss. The SDA will not assess any claim against the LDA which is less than \$500.00.

IX. PROVISIONS FOR NON-ENGLISH OR LIMITED ENGLISH SPEAKERS

If a significant proportion of the population in an area is comprised of non-English or limited English-speaking persons with a common language, the State agency must ensure that local agencies inform such persons of their rights and responsibilities in the program, as listed under Statue 247.12, in an appropriate language. State and local agencies must ensure that bilingual assistance is available to serve these persons.

X. HOMEBOUND 247.6(c)(10)

Homebound participants are signed up for CSFP by the local distributing agency. It is the participant's responsibility to have someone pick up the food for them.

XI. PERMANENT AGREEMENTS BETWEEN N.C. DEPARTMENT OF AGRICULTURE FOOD DISTRIBUTION DIVISION & CONSUMER SERVICES AND THE CONTRACTED LOCAL DISTRIBUTING AGENCIES (SEE ATTACHEMENTS A-E) 247.6(c)(11)

The N.C. Department of Agriculture & Consumer Services enters into agreement with the contracted Local Distributing Agencies listed in (section II 2A) to participate in the Commodity Supplemental Food Program (*see Attachment C*). Copies of this agreement shall be kept on file at both the state and local level agency for the purpose of review and audit.

The Contracted Local Distributing Agencies agree:

1. To comply with all the fiscal and operational requirements prescribed by the state agency in accordance with the Commodity Supplemental Food Program regulations as stated in Federal Regulation 7 CFR 250 and 7 CFR 247.
2. To have an active/signed EFO-Sub-Distributing Agency Agreement (*see Attachment D*) on

file and available for review at all times.

3. To continue to provide nutrition education.
4. To ensure that issuance of supplemental food is in accordance with the approved food package guide rate.
5. To be responsible to the state agency for any loss resulting from improper or negligent issuance of supplemental foods or improper storage care or handling of food.
6. To be responsible to the state agency for program losses caused by other agencies which have entered into agreements with the same local agency.
7. To maintain the name and address of each certification, food distribution and storage site under the jurisdiction of the local agency.
8. To maintain accurate and complete records with respect to activities under the program and retain such records for a period of five (5) 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.
9. That the nutritionist on staff with the Local Distributing Agency will stress the use of these supplement foods by the eligible recipients.
10. Each applicant/participant shall be provided with written information regarding SNAP, Supplemental Security Income Program and the Medicaid Program at the time of certification.

The North Carolina Department of Agriculture & Consumer Services agrees:

1. To provide state agency regulatory guidance in administering the Commodity Supplemental Food Program.
2. To provide supplemental foods for the present caseload.
3. To provide truck delivery to the Local Distributing Agency.
4. To provide technical assistance as needed.
5. To monitor the program through monthly checks and a yearly evaluation.
6. To continue to provide the foods for the eligible recipients. The foods will be furnished in accordance with the regulations. These same foods will be available to use in outreach educational training and for demonstration teaching purposes. The results of the classes will be a more effective and efficient use of these supplemental foods.

The North Carolina Department of Agriculture & Consumer Services enters this agreement with the Local Distributing Agency (LDA) to provide guidance and direction for the Commodity Supplemental Food Program operating in the LDA's service area.

Regular monitoring visits will be conducted by the Food Distribution Division of the NC Department of Agriculture & Consumer Services.

The goal of this joint agreement will be to provide the eligible participants with a supplemental food package, nutrition education information and training to make the most efficient and effective use of the commodity supplemental foods

The state agency and local distributing agency each agree to be responsible for any misuse of program funds.

When both parties sign this agreement, it will be considered a permanent agreement. This agreement may be terminated upon thirty (30) days' written notice on the part of either party.

The local agency will not discriminate against anyone because of race, color, national origin, sex, age, disability, gender identity or religion.

ON BEHALF OF NCDA&CS FOOD DISTRIBUTION

Walter C. Baf

SIGNATURE

Director

TITLE

12/30/2024

DATE

ON BEHALF OF USDA FOOD AND NUTRITION SERVICE

SIGNATURE

TITLE

DATE



North Carolina Department of Agriculture and Consumer Services
Food Distribution Division

Steven W. Troxler
COMMISSIONER

COMMODITY SUPPLEMENTAL FOOD PROGRAM APPLICATION

Contracted Agency: _____

Distributing Agency if different from Contracting Agency: _____

County Name: _____

Applicant Information (Please Print Clearly)

Applicant Name:	Date of Birth:	Age:	Sex:	Application Date:
Residential Address:	City:	State:	Zip Code:	Home Phone:
Mailing Address:	City:	State:	Zip Code:	Cell Phone:

Racial/Ethnic Data (Optional)

(Data will not affect consideration of application for assistance. This information is requested solely to ensure compliance with Federal Civil Rights laws.)

Ethnic Category (Select only one)

Are you Hispanic or Latino?

☐ Yes ☐ No

Racial Category (Select one or more)

☐ American Indian or Alaska Native

☐ Asian

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander

☐ White

☐ Other

Household Income

Did you provide a copy of the current adjusted household income guidelines at 130 percent Federal Poverty Income Guideline to applicant? ☐ Yes ☐ No

Gross Household Income: \$ _____

☐ Monthly ☐ Semi-monthly ☐ Weekly ☐ Every 2 Weeks

Source(s) of Income: ☐ FT Employment ☐ PT Employment

☐ Social Security ☐ Other: _____

Total Household Members _____ (Check box if included for CSFP) **Total CSFP Household Members** _____

List the name of all household members below and place a check in the box by the name of all CSFP participants.

	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

I hereby certify that:

I understand that the foods given me are to be used by person listed hereon and as directed by the distributing agency. I authorize the following persons to pick up food for me from the Food Distribution Center.

1. _____ 2. _____

Eligibility Verification (Document the verification used for each eligibility criteria listed below):

Eligibility Criteria Verification Source: ☐ Driver's License ☐ Medicare Card

☐ Birth Certificate ☐ NC ID Card ☐ Other: _____

Has applicant's age been verified:

☐ Yes ☐ No

Birth Date on Verification Source:

"This application is being completed in connection with the receipt of Federal assistance. Program officials may verify information on this form. I am aware that deliberate misrepresentation may subject me to prosecution under applicable State and Federal statutes. I am also aware that I may not receive CSFP benefits at more than one CSFP site at the same time. Furthermore, I am aware that the information provided may be shared with other organizations to detect and prevent dual participation. I have been advised of my rights and obligations under the program. I certify that the information I have provided for my eligibility determination is correct to the best of my knowledge. I authorize the release of information provided on this application form to other organizations administering assistance programs for use in determining my eligibility for participation in other public assistance programs and for program outreach purposes." (Please indicate decision by placing a checkmark in the appropriate box.) ☐ Yes ☐ No

Signature of Applicant: _____ **Date:** _____

Witness Signature (if signature above is an "X") _____



COMMODITY SUPPLEMENTAL FOOD PROGRAM APPLICATION

Certification Approval (To be signed by CSFP Contracted Distributing Agency Staff Only)	
Status: <input type="checkbox"/> Eligible (Active) <input type="checkbox"/> Eligible (Waiting List) <input type="checkbox"/> Denied/Discontinued	Eligibility Notification: <input type="checkbox"/> Letter <input type="checkbox"/> Verbal Date:
Certification Period <input type="checkbox"/> 1 Year Certification _____ to _____ <input type="checkbox"/> 3 Year Certification _____ to _____	
Reason for Denial/Discontinuation:	Denial/Discontinuation Letter Given/Sent: <input type="checkbox"/> Yes <input type="checkbox"/> No Date:
<p>I hereby certify that all eligibility criteria were applied as defined by the North Carolina Department of Agriculture and Consumer Services.</p> <p>Contracted Distributing Agency Certification Staff</p> <p>Printed Name: _____ Title: _____</p> <p>Agency Certification Staff Signature: _____</p>	
<p>In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.</p> <p>Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.</p> <p>To file a program discrimination complaint, a Complainant should complete a <u>Form AD-3027</u>, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; or (2) fax: (833) 256-1665 or (202) 690-7442; or (3) email: program.intake@usda.gov</p> <p style="text-align: center;">This institution is an equal opportunity provider.</p>	

CSFP Private Delivery Service Authorization

By completing and signing this form, I authorize any driver for the private delivery service listed below to pick up and deliver my senior food box (CSFP) to the address indicated below during my participation in the private delivery service option.

I understand that in accordance with the North Carolina Department of Agriculture & Consumer Services Food Distribution Division guidelines, I must communicate at least once annually with my CSFP distributing agency to verify if any information has changed since my last certification.

Delivery Service Company Name

Participant's Signature

Today's date

Phone number

Does your phone accept text messages? ☐ Yes or ☐ No

Mailing Address

Residential Address (if different from mailing)

List any special delivery instructions here: _____

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<https://www.fns.usda.gov/civil-rights/usda-nondiscrimination-statement-other-fns-programs>

(see page 2 for full USDA civil rights statement of nondiscrimination)

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

**NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
FOOD DISTRIBUTION
DIVISION PO Box 659
Butner, NC 27509-0659**

**AGREEMENT COVERING USDA FOODS
PERMANENT**

The _____ (hereinafter referred to as the Recipient Agency) in consideration of approval by the North Carolina Department of Agriculture and Consumer Services-Food Distribution Division (hereinafter referred to as NCDA&CS-FDD) of its application for food by the United States Department of Agriculture (hereinafter referred to as USDA) covenants and agrees to the terms and conditions herein set forth. The agency shall agree to conform to the services and/or requirements as described in the Code of Federal Regulations (CFR), specifically 7 CFR 250 and 7 CFR 247 including food safety and food recalls.

The Recipient Agency being the authority having supervision and control over the operation of this recipient group will supervise the storage, handling, and use of all USDA foods received in such a manner as will ensure compliance with the following terms and conditions of this agreement:

TERMS AND CONDITIONS

Recipient Agency receiving program funds is responsible for any misuse of program funds.

Recipient Agency will assure that issuance of supplemental food is in accordance with the approved food package guide rate.

Recipient Agency will be responsible to the state agency for any loss resulting from improper or negligent issuance of supplemental foods or improper storage care or handling of food.

Recipient Agency will be responsible to the state agency for program losses caused by other agencies which have entered into agreements with the same local agency.

Recipient Agency will maintain the name and address of each certification, food distribution and storage site under the jurisdiction of the local agency.

Recipient Agency will take steps to prevent and detect dual participation as directed by 7 CFR 247.4(c)(4).

Recipient Agency will maintain accurate and complete records with respect to activities under the program and retain such records for a period of five (5) 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.

Recipient Agency will continue to provide nutrition education.

The nutritionist on staff will stress the use of these supplement foods by the eligible recipients.

Each elderly applicant/participant shall be provided written information regarding SNAP, Supplemental Security Income Program and the Medicaid Program at the time of certification.

The Recipient Agency shall be responsible for adequate personnel to off-load USDA food deliveries from NCDA&CS FDD trucks. The local agency will also be responsible for the return of NCDA&CS-FDD pallets to their respective warehouses.

Representatives of USDA or the NCDA&CS-FDD may inspect USDA foods in storage or the facilities used in the handling or storage of such USDA foods and may inspect and audit all records including financial records and reports pertaining to the distribution of USDA foods and may review or audit the procedures and methods used in carrying out the requirements of this part at any reasonable time and place.

All parties to the agreement shall adhere to CFR Title 2, Part 200: Any Grantee that receives \$750,000 or more in federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's CFR Title 2, Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Federal Clearing House. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

"The program applicant hereby agrees that it will 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."

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

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 which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such a sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by the department. This includes any Federal agreement, arrangement, or other contract which has one of its purposes the provision of assistance such as 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 Recipient Agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the distributing agency or, where applicable, Recipient Agency, its successors, transferees, and assignees

as long as it receives assistance or retains possession of any assistance from the department. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the program applicant.

Either agency may terminate this agreement by giving thirty (30) day notice in writing to the other party regardless of whether the termination is for cause or at will. If the Recipient Agency fails to comply with the provisions of this agreement or to return any reports or inventories or procedures issued in connection with or any agreement entered on pursuant hereto, the NCDA&CS-FDD may at its discretion, disqualify the Recipient Agency from further participation in any Distribution Program. The NCDA&CS-FDD may cancel this agreement immediately upon receipt of evidence that the terms and conditions hereof have not been fully complied with by the Recipient Agency, except that any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations. Subject to such notice of termination or cancellation of the agreement, the Recipient Agency agrees to comply with the instructions of the NCDA&CS-FDD, either (a) to make distribution of remaining inventories of USDA foods in accordance with provision of this agreement or (b) to return such inventories to NCDA&CS-FDD and to transmit such records and reports as are required by NCDA&CS-FDD to record final disposition of such inventories.

The aforementioned terms and conditions agreed to for this agency.

(Name of Recipient Agency)

(Signature of Authorized Representative) (Date)

(Type or Print Here the Above Signature) (Title)

(Code No.)

(PO Box or Street No.)

(City) (Zip) (County)

(Contact Phone #) (Ext) (Fax)

(Contact Email Address)

=====

FOR STATE USE ONLY

Approved and certified for the period beginning _____ and continuing until terminated.
(Date)

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER
SERVICES FOOD DISTRIBUTION DIVISION
Butner, North Carolina**

(Signature of Director, Food Distribution Division, Walter Beal) (Date)

(Signature of Chief Deputy Commissioner, N. David Smith) (Date)

**NORTH CAROLINA DEPARTMENT OF
AGRICULTURE AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
PO Box 659 Butner, NC 27509-0659**

**Emergency Feeding Organization to Sub-Distributing Agency
Agreement Covering USDA Foods**

The _____ (hereinafter referred to as the Sub-Distributing Agency aka Local Distributing Agency) in consideration of approval by the _____ (hereinafter referred to as Emergency Feeding Organization aka Local Agency) of its distribution of USDA foods for the Emergency Food Assistance Program (TEFAP) and/or Commodity Supplemental Food Program (CSFP) covenants and agrees to the terms and conditions herein set forth. The agency shall agree to conform to the services and/or requirements as described in the Code of Federal Regulations (CFR), specifically 7 CFR 250, and/or 7 CFR 251 (TEFAP) and/or 7 CFR 247 (CSFP) including food safety and food recalls.

The Emergency Feeding Organization being the authority having supervision and control over the operation of the Sub-Distributing Agency will supervise the storage, handling, and use of all USDA foods received in such a manner as will ensure compliance with the following terms and conditions of this agreement:

TERMS AND CONDITIONS

Sub-Distributing Agency receiving program funds is responsible for any misuse of program funds.

Sub-Distributing Agency will assure that issuance of supplemental food is in accordance with the approved food package guide rate.

Sub-Distributing Agency will be responsible for any losses due to improper distribution, storage, care, or handling of USDA foods.

Sub-Distributing Agency will take steps in cooperation with the Emergency Feeding Organization to prevent and detect dual participation as directed by 7 CFR 247.4(c)(4).

Sub-Distributing Agency will maintain accurate and complete records with respect to activities under the program and retain such records for a period of five (5) 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.

Sub-Distributing Agency for CSFP will continue to provide nutrition education.

Participants shall be provided information of other organizations administering assistance in their service area to include SNAP, Supplemental Security Income Program (SSI) and the Medicaid Program.

Representatives of USDA or the NCDA&CS-FDD may inspect USDA foods in storage, or the facilities used in the handling or storage of such USDA foods and may inspect and audit all records including financial records and reports pertaining to the distribution of USDA foods and may review or audit the procedures and methods used in carrying out the requirements of this part at any reasonable time and place.

"The program applicant hereby agrees that it will 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."

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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- 2. **fax:**
(833) 256-1665 or (202) 690-7442; or
- 3. **email:**
program.intake@usda.gov

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This agreement is considered permanent with amendments to be made, as necessary. Either agency may terminate this agreement by giving thirty (30) day notice in writing to the other party regardless of whether the termination is for cause or at will. If the Sub-Distributing Agency fails to comply with the provisions of this agreement or to return any reports or inventories or procedures issued in connection with or any agreement entered on pursuant hereto, the Emergency Feeding Organization may at its discretion, disqualify the Sub-Distributing Agency from further participation in any USDA Foods Program. The Emergency Feeding Organization may cancel this agreement immediately upon receipt of evidence that the terms and conditions hereof have not been fully complied with by the Sub-Distributing Agency, except that any termination of this agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations. Subject to such notice of termination or cancellation of the agreement, the Sub-Distributing Agency agrees to comply with the instructions of the Emergency Feeding Organization, either (a) to make distribution of remaining inventories of USDA foods in accordance with provision of this agreement or (b) to return such inventories to the Emergency Feeding Organization and to transmit such records and reports as are required by the Emergency Feeding Organization to record final disposition of such inventories.

The terms and conditions of this agreement are effective beginning _____ (Date).

(Name of Sub-Distributing Agency)

(Signature of Sub-Distributing Agency Authorized Representative) (Date)

(PO Box or Street No.)

(City) (Zip) (County)

FOR EMERGENCY FEEDING ORGANIZATION USE ONLY

Approved and certified for the period beginning _____ and continuing until terminated.
(Date)

(Signature of Emergency Feeding Organization Representative) (Date)