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Board of Commissioners
Agenda Item Transmittal Form
Procurement/Contract Transmittal Form

Type of contract: 1 year <input checked="" type="checkbox"/> Multi-year <input type="checkbox"/> Single Event <input type="checkbox"/>		CC Use Only Contract #:
<input type="checkbox"/> Submission Information		<input type="checkbox"/> Vendor Information
Contact Name: Jason Redmond Department: Parks and Recreation Senior Services Division Project Title: Commodity Foods Funding Account Number: 5500 Contract amount: \$0 (MOU only) Contract Type: Goods (x) Services () Labor () Contract Action: New (x) Renewal () Change Order () Original Contract Number:	Vendor Name: Atlanta Food Bank Address: 3400 North Desert Drive Address: Atlanta GA 30344 Email: Tracina.green@ACFB.org Phone #: 404-892-9822 Contact: Tracina Green Term of contract: January 1, 2025 - December 31, 2025	

Finance Director Signature I have reviewed the attached contract, and the amount is approved for processing. Signature: <i>[Signature]</i> Date: 12/4/2024	Procurement Officer Signature I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <i>[Signature]</i> Date: 12/2/24
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Summary:
 The Parks and Recreation Department Division of Senior Services recommends acceptance of the MOU with the Atlanta Community Food Bank. The MOU is to authorize Senior Services to act as a distributor of commodity foods. To qualify for the program, participants must be 60 years of age or older and meet the Commodity Supplemental Food Program (CSFP) requirements. This contract involves receiving monthly boxes of goods. Rockdale County has no monetary match for this program.

Rockdale County Senior Services has participated in CSFP in various supportive roles since 2005. The MOU for this project designates Rockdale County BOC/Rockdale Senior Services as the local distributing agency. Our focus as a partner distribution site will be to provide allocation of commodity boxes to eligible seniors and to maintain a waiting list for those desiring service. The Food Bank will determine the number of boxes Rockdale Senior Services will receive and will deliver those commodity boxes to the Olivia Haydel Senior Center at 1240 Dogwood Drive once per month. We anticipate being able to serve 53-60 seniors a month (cumulative 636-720 annually) through this program.

Susan Morgan *[Signature]*
 Deputy Director
 770-278-7278

Department Head/Elected Official Signature: *[Signature]* **Date:** 11/26/2024

2024-645

Georgia Department of Human Services
COMMODITY SUPPLEMENTAL FOOD PROGRAM

AGREEMENT BETWEEN THE LOCAL AGENCY (LA)

LA NAME: **Atlanta Community Food Bank, Inc.**

ADDRESS: **3400 North Desert Drive
Atlanta, Georgia 30344**

AND

~~THE LOCAL DISTRIBUTING AGENCY (LDA)~~

LDA Organization Name:	Rockdale County Board of Commissioners
LDA Address:	Rockdale County PO Box 289 Conyers GA 30012
LDA Contact Person :	
Phone :	Susan Morgan, Deputy Director
Email :	770-278-7278 susan.morgan@rockdalecountyga.gov

**FOR THE LOCAL OPERATIONS OF THE COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
ADMINISTERED UNDER THE DIRECTION OF LOCAL AGENCY (LA)**

DEFINITION OF TERMS:

Agreement means the terms and conditions listed in this document and those contained in the Local Agency agreement and the Georgia Commodity Supplemental Food Program (CSFP) State Agency Plan of Program Operation and Administration (State Plan) effective as of the date signed by both the Local Agency and the Local Distributing Agency.

Certification means the use of criteria and procedures to assess and document each applicant's eligibility for CSFP.

Dual participation means simultaneous participation by an individual in the CSFP in multiple local agencies.

Elderly persons means persons 60 years of age or older.

Local Agency means a public or private nonprofit agency that enters into an Agreement with Georgia Department of Human Services to distribute commodities under 7 CFR part 250, subchapter B-Food Distribution Regulations.

Georgia Department of Human Services
COMMODITY SUPPLEMENTAL FOOD PROGRAM

Local Distributing Agency is an agency that has entered into an agreement with the Local Agency to administer the CSFP at the local level.

Participants are elderly persons who are receiving supplemental foods under the CSFP.

~~**Program means** the Commodity Supplemental Program (CSFP) of the Food and Nutrition Service of the United States Department of Agriculture (USDA).~~

Supplemental foods means foods donated by USDA for use by eligible persons in low-income groups who are vulnerable to malnutrition.

TERMS AND CONDITIONS:

In addition to the terms of this Agreement between the Local Agency and the Local Distributing Agency whose name appears on the first page of this Agreement for the performance of the following function relating specifically to the receipt and distribution of prepackaged boxes of USDA foods under the Commodity Supplemental Food Program (CSFP), as described below:

The United States Department of Agriculture (USDA), under Federal Regulations in 7 CFR 247, has made available the distribution of commodities through the Commodity Supplemental Food Program (CSFP) under which women, infants and children and elderly persons in low-income groups vulnerable to malnutrition may obtain supplemental nutritious foods without charge to the recipient. The purpose of this Program is to provide supplemental foods and nutrition education to eligible persons through State and local Agencies. Through the Food and Nutrition Service of USDA, the Georgia Department of Human Services (GADHS) submitted the CSFP State Plan for approval. Under an Agreement with the GADHS, the Local Agency administers the CSFP as approved by the GADHS State Plan, receiving the donated commodities in bulk supplies and prepackaging the products into individual food boxes for distribution once a month by approved Local Distributing Agencies to eligible persons who do not participate in WIC. The quantity and types of food in each box are determined by USDA and targeted explicitly for adult's nutritional needs. The CSFP State Plan, as approved by USDA, defines the counties in Georgia where the Program will operate and the number of individual food boxes available for distribution in each county. Only approved agencies in the designated counties can participate in CSFP.

The Local Distributing Agency agrees to immediately notify the Local Agency in writing if it alters its Program so that it is no longer eligible to receive and distribute the CSFP food boxes. The Local Distributing Agency agrees to comply with all provisions of the CSFP State Plan, Local Distributing Agency Agreement, and Federal Regulations and any amendments to it and to any instructions, policies, or procedures issued in connection in addition to that by the Georgia Department of Human Services (GADHS) or the Local Agency. **The Required terms of this Agreement per 7 CFR 247.4 are as follows:**

1. An assurance that each Agency will administer the Program in accordance with the provisions of this part and with the requirements of part 250 of this chapter unless they are inconsistent with the provisions of this part;
2. An assurance that each Agency will maintain accurate and complete records for three years from the close of the fiscal year to which they pertain, or longer if the documents are related to unresolved claims actions, audits, or investigations;
3. A statement that each Agency receiving commodities for distribution is responsible for any loss resulting from improper distribution or improper storage, care, or handling of commodities;
4. A statement that each Agency receiving program funds is responsible for any misuse of program funds;
5. A description of the specific functions that the State, sub-distributing, or local agency is delegating to another agency and
6. A statement specifying:
 - i. That either party may terminate the Agreement by written notice to the other; and
 - ii. The minimum number of days of advance notice that must be given

Other assurances or information that must be included in the Agreement per 7CFR 247.4 are:

Georgia Department of Human Services
COMMODITY SUPPLEMENTAL FOOD PROGRAM

1. An assurance that the local Agency will provide, or cause to be provided, nutrition education to participants as required in 247.18;
2. An assurance that the local Agency will provide information to participants on other health, nutrition, and public assistance programs and make referrals as appropriate, as required in 247.14;
3. An assurance that the local Agency will distribute commodities in accordance with the approved food package guide rate;
4. An assurance that the local Agency will take steps to prevent and detect dual participation, as required in 247.19;
5. The names and addresses of all certification, distribution, and storage sites under the jurisdiction of the local Agency and
6. An assurance that the local Agency will not subject any person to discrimination under the Program on the grounds of race, color, national origin, age, sex, or disability.

The Receipt and Distribution of CSFP boxes, the LDA agrees to the following:

1. Provide adequate facilities for the handling, storing, and distributing the CSFP food boxes.
2. Adequately safeguard the food products against theft, spoilage, infestation, damage, or loss. Refrigeration is required for the storage of cheese. The prepackaged boxes or USDA foods shall not be sold or exchanged. They shall not be disposed of without approval from the Local Distributing Agency or GADHS.
3. Distribute commodities under the approved food package guide rate and request and accept only the number of CSFP boxes for children and elderly adults that can be stored and distributed without waste, according to the allocation for the county and the number of eligible individuals approved for service through this local Agency.
4. Report promptly all instances of lost USDA commodities to the Local Agency. Lost commodities are those that, for any reason, cannot be demonstrated by appropriate records or other satisfactory evidence to have been received or adequately distributed. (Commodities may be lost through theft, damage, spoilage, infestation, diversion to improper use, natural disaster, or other causes.)
5. Be held responsible to the Local Agency and GADHS for any donated USDA commodity food or the loss of, damage to, donated foods caused by fault or negligence of the local Agency. The Local Agency will take action to obtain restitution in connection with claims for improper distribution, use, or loss of, or damage to, the USDA donated food. The Local Distributing Agency may be required to pay for the lost commodities at a sum equal to the USDA market value established at the time of allocation to the Local Agency.

Accountability, the LDA agrees to the following:

1. Determine eligibility for individual participation and conduct timely case reviews according to Program policy provided by the Local Agency. (See the Monthly Income Eligibility Guidelines issued by USDA based on the Federal Poverty Level updated annually.)
2. Case reviews for eligible individuals will be conducted as follows:
 - Eligibility for adults aged 60 years and older shall be reviewed every 12 months.
3. Serve only eligible residents of your assigned county and will cooperate with Other CSFP local distributing agencies in the county to prevent duplication of services.
4. Ensure timely pick up of the local distributing Agency's CSFP boxes at the designated delivery location, date, and time according to the schedule provided in advance by the Local Agency.
5. Inform eligible participants of the local distributing Agency's monthly pick-up or delivery schedule.

Georgia Department of Human Services
COMMODITY SUPPLEMENTAL FOOD PROGRAM

6. Submit all reports of enrollment, participation, and other documentation required by the Local Agency. In addition, provide a copy of enrollment documentation to GADHS. Failure to file timely reports may be a basis for suspension or cancellation of this Agreement. (Participation reports are due no later than the 5th working day of the following month.)
7. Do not charge or require donations or services from any individual for any USDA-CSFP box distributed or delivered to the eligible participant.

Records and Inspections, the LDA agrees to the following:

1. Maintain accurate and complete records to document client eligibility determination and reviews: the receipt, storage, distribution, and inventory of the USDA foods, using forms approved/developed by GADHS. Each Agency will maintain accurate and complete records for a period of three 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:
 - a. Maintain separate records for eligibility, distribution, and inventory for the boxes and cheese for participating elderly adults and children.
 - b. Maintain a copy of the individual's signature and date on the completed application. The application will include the applicant's name, address, phone number and contact number, Social Security number, income, and household size.
2. Maintain the eligibility determination form signed by the elderly applicant with the designated local agency person's signature. Submit an appropriate copy of the completed CSFP enrollment form to the Local Agency and GADHS.
3. If necessary, maintain a current waiting list and notify eligible participants when participation becomes available as others are terminated from the local Agency's active CSFP rolls. Document why the participating individual is removed, such as moving from the county into a nursing facility, client request, etc.
4. Maintain a monthly receipt log and obtain the signature of each person who receives a food box: the participant, the child's parent, or their designated proxy. Record the date of receipt.
5. Compile the number of adults participating each month and report the number to the Local Agency. The report will include the CSFP Boxes remaining in inventory at the beginning of the month, the number of new boxes received, and any remaining inventory available for distribution in the next month. The remaining inventory is considered when requesting boxes needed for the next month's distribution.
6. Permit representatives of the Local Agency, GADHS, and USDA to inspect the facilities used for handling and storage of USDA commodities, to inspect the donated foods in storage, and to review or audit all USDA-related records at any reasonable time.

Civil Rights, the LDA agrees to the following:

1. The local Agency will not subject any person to discrimination under the Program on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and, where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or any program or activity conducted or funded by the Department.
2. Comply with all applicable Federal and State laws, regulations and executive orders relative to nondiscrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by

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COMMODITY SUPPLEMENTAL FOOD PROGRAM

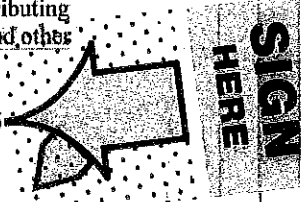
the Department. (Not all prohibited bases will apply to all programs and/or employment activities.). The current USDA "...And Justice for All" poster and any other materials furnished to the local distributing Agency by the Local Agency for such use must be prominently displayed in the local Agency's application and distribution area for the information of all participants and applicants of the current policy and procedures.

3. Inform applicants/recipients of the procedure to file a complaint about the Program or request a fair hearing regarding any adverse action the Local Agency takes on the person's case, such as denial or termination of benefits. The Georgia Department of Human Services (GADHS) will handle all requests for fair hearings for CSFP eligibility and distribution. GADHS or the Local Distributing Agency may handle complaints other than civil rights.

Terms of Agreement:

This Agreement shall become effective on the date signed. This Agreement will remain in effect unless amended or terminated by both parties or unless changes in regulations (Federal or state) and USDA or GADHS policies and procedures require amendments or until the ending date listed below. This Agreement may be terminated upon 30 days written notice by either party. The Local Agency may suspend or terminate this Agreement upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the Local Distributing Agency. Any termination of this Agreement shall be in accordance with applicable laws and regulations. Upon termination, the Local Distributing Agency agrees to comply with instructions from the Local Agency regarding the transfer or disposal of all donated USDA commodities remaining in the Local Distributing Agency's possession or control. All records shall be maintained and made available to GADHS, USDA, and other officials for three years after the program year to which they pertain.

The terms of this Agreement are effective beginning (today's date) 1/1/2025 and ending 12/31/2025



Local Agency Official Signature

X

Local Distributing Agency Official Signature

Title

Chairman, Board of Commissioners
Title

Click here to enter a date.
Date

Date

ATTEST:

Jennifer O. Ruffledge, County Clerk



**ATLANTA
COMMUNITY
FOODBANK**
End hunger. Grow stronger.

Commodity Supplemental Food Program (CSFP) Contract

Local Agency:	Atlanta Community Food Bank
Mailing Address:	3400 North Desert Dr., Atlanta, GA 30344

Local Distributing Agency:	Rockdale County Board of Commissioners
Mailing Address:	PO Box 289 Conyers GA 30012
Distribution Site Address: (Street, City, State, Zip)	1240 Dogwood Drive Conyers GA 30012
Telephone: 770-278-7278	Email Address: susan.morgan@rockdalecountyga.gov

This contract between the above Local Agency and the Local Distributing Agency outlines the policies and procedures concerning the distribution of pre-packaged boxes of USDA foods under the Commodity Supplemental Food Program (CSFP). By signing this Agreement, both parties are bound by its terms and conditions unless terminated earlier in accordance with this Agreement. This Agreement may be terminated for cause by either party, by mutual consent of both parties, or solely by the Atlanta Community Food Bank without cause or mutual consent with a 30-day written notice.

Local Distributing Agency Requirements and Services

- Agree to distribute CSFP products once a month to participants 60+ years of age and who are qualified for the program.
- Ensure participants are fully aware of the dates and times of food distribution. Post the criteria of eligibility at each site.
- All notices and advertisements regarding the program must include the non-discrimination statement.
- Request identification and signatures from participants or their proxy during distribution.
- Must not sell or trade CSFP products, must not require any type of donations, volunteer work time, or participation in religious services to receive CSFP.
- Agree never to break down CSFP boxes for distribution, e.g., opening and portioning contents of cans or jars.
- Understand that all CSFP boxes are to be distributed by the 31st day of each month.
- Notify participants at least 30 days before the re-certification period that eligibility is due for a full review for renewal. Eligibility can be extended without formal review for another 6 months with an extension certification by calling the participants with a question and answer review.
- Agree to contact participants on your waitlist when active participants fail to show up.



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Anti-Discrimination

- Provide adequate space, seating, and time to complete registration materials. Tables and chairs are needed for clients to sit for paperwork completion.
- Not discriminate under the program on the grounds of race, color, national origin, sex, age, or disability.
- Display the "Justice for All" poster during each month's distribution and provide Civil Rights Training to volunteers/employees who directly interact with clients annually.
- Inform participants of their rights. Provide documents and information in a timely manner to participants who request a fair hearing.

Food Safety

- Assume full responsibility and accountability for food, including but not limited to having a site that is zoned as commercial and non-residential.
- Protect CSFP food products from loss, spoilage, or theft before and during distribution. Food products must be stored in a dry, secure space six inches off the ground. Cheese must be refrigerated at a temperature of 41 degrees or below until distribution.
- Maintain thermometers in all refrigerators, and monitor temperatures with a temperature log.
- Will notify the Atlanta Community Food Bank of any damaged product for instructions on how to dispose of it and how it will be replaced.

Administration

- Maintain accurately and complete records on-site for a period of three years from the close of the fiscal year to which they pertain or longer if the records are related to unresolved claims actions, audits, and investigations.
- Submit monthly reports by the 25th day of every month on all records of product distribution, certification, and re-certification forms and inventory reports (boxes distributed & stored).
- All reports submitted are subject to review.
- Ensure food storage space receives pest control on a regular basis.
- Circulate nutrition education, community, and health information to participants every month and during the initial application.
- Keep participants and their proxy's information confidential and documents stored away at all times.
- Each LDA that participates in the CSFP program will receive regularly scheduled visits by an Atlanta Community Food Bank representative and a state representative.

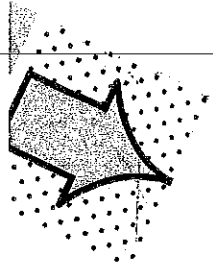
The terms of this Agreement are effective beginning 1/1/2024 and ending 12/31/2024



ATLANTA COMMUNITY FOODBANK

End hunger. Grow stronger.

Official Signatures:



X



Local Distributing Agency Chairman, Board of Commissioners Date

Atlanta Community Food Bank

Date

ATTEST:

Jennifer O. Rutledge, County Clerk

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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
- (2) Fax: (202) 690-7442
- (3) Email: program.intake@usda.gov This institution is an equal opportunity provider.