



State of Minnesota  
Commodity Supplemental Food Program  
(CSFP)

# State Plan of Operations

Revised February 2024

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## **INTRODUCTION**

The Minnesota Commodity Supplemental Food Program (CSFP) provides supplemental USDA foods, nutrition education services and health/social service referrals to Minnesota residents who meet specific categorical and income requirements. The Minnesota Department of Health, (MDH) administers CSFP in accordance with the provisions of 7 CFR Parts 247 and 250, as applicable.

## **PARTICIPATING LOCAL AGENCIES – 7 CFR 247.6(c)**

The Minnesota Department of Health has entered into written agreements through a grant approval process, which is a five-year cycle, beginning with the announcement of an RFP an intent to apply, after which the process of applicant review commences.

The State needs local agencies to carry out the CSFP program and the State anticipates it will have grant funds available to provide to qualified local agencies to delivery program services.

Funding is allocated through a competitive process every five years with review by a committee of representatives from local public health agencies, community partners, and MDH. The review committee evaluates all eligible applicants and completed applications received by the deadline.

Local agencies must also have the basic requirements of warehouse space to include dry storage, cooler and freezer space, large enough to accommodate USDA foods; able to execute food distribution procedures per CSFP Federal Regulations, the ability for the agency to have staff available to provide nutrition education, site monitoring visits and the ability to make referral to other public health assistance programs to its participants.

The agency must be able to effectively service those whose primary language is not English, describe procedures for proposed record keeping, complete monthly reports on expenditures and maintain accurate and complete records pertaining to all program activities and retain such records according to State of Minnesota’s record retention policy.

According to the grant agreement, it is the responsibility of the grantee to check the IRS Automatic Revocation of Exemption list found at Tax Exempt Organization Search ([irs.gov](http://irs.gov)) and maintain documentation (Excel Spreadsheet, Word or OneNote, for example) to ensure that its community partners/distribution sites do not appear on this list.

As part of the biennial local agency management evaluations, this is checked by the State Agency every two years to ensure this is being verified.

Per the grant agreement, it is the grantee's responsibility to guarantee participants may reside in any county in Minnesota and attend the CSFP distribution that is most convenient for them. A brief description of the five Minnesota local agencies follows:

### **Channel One Regional Food Bank**

**131 35<sup>th</sup> Street East**

**Rochester. MN 55904**

**(507) 287-2350 or 1-877-500-8699**

Channel One, located in Rochester, is currently authorized to serve participants in a 13 county area located in the Southeast portion of Minnesota. Eligible individuals can receive services directly at the food bank through the on-site food shelf open Monday-Friday, and Channel One delivers directly to seven high rise residential buildings in Rochester, MN one time each month. Elsewhere in the service area, Channel One relies on partnerships with hunger relief agencies to provide program benefits to eligible individuals. Training is available to agency partners, and all distribution sites are monitored on an annual basis. Channel One Food Bank is responsible for certifying participants, distributing the USDA foods to eligible participants and warehousing the USDA foods. [Channel One Regional Food Bank \(www.helpingfeedpeople.org\)](http://www.helpingfeedpeople.org)

### **Second Harvest Heartland Food Bank**

**7101 Winnetka Avenue North**

**Brooklyn Park, MN 55428**

**(651) 484-8241 or 1-800-365-0270**

Second Harvest Heartland Food Bank is authorized to serve the entire Minneapolis-St. Paul metropolitan area as well as 41 counties in the southwest and central portions of Minnesota. In the Twin Cities metropolitan area, participants can receive services at a number of community sites where they have established site partner agreements. In greater Minnesota, Second Harvest Heartland relies on community site partners to provide program benefits to eligible individuals. The site partners are trained and monitored. Second Harvest Heartland is responsible for certifying participants, distributing the USDA foods to eligible participants and warehousing the USDA foods. [Second Harvest Heartland \(www.2harvest.org/\)](http://www.2harvest.org/)

## **Second Harvest Northland**

**4503 Airpark Boulevard**

**Duluth, MN 55811**

**(218) 727-5653**

Second Harvest Northland Food Bank, located in Duluth, is currently authorized to serve participants in an 11-county area located in the Northeast and North Central portion of Minnesota. In the Duluth area, participants can receive services at the Food Bank, which is open for CSFP twice a month. Elsewhere in the service area, Second Harvest Northland relies on community site partner agreements to provide program benefits to eligible individuals. The site partners are trained and monitored. Second Harvest Northland Food Bank is responsible for certifying participants, distributing the USDA foods to eligible participants, and warehousing the USDA foods. [Second Harvest Northern Lakes Food Bank \(www.northernlakesfoodbank.org/\)](http://www.northernlakesfoodbank.org/)

## **North Country Food Bank**

**1011 11<sup>th</sup> Avenue NE**

**East Grand Forks, MN 56721**

**(218) 281-7356**

North Country Food Bank, located in East Grand Forks, is currently authorized to serve participants in an 18-county area located in the Northwest portion of Minnesota. North Country Food Bank relies on community site partner agreements to provide program benefits to eligible individuals. The site partners are trained and monitored. North Country Food Bank is responsible for certifying participants, distributing the USDA foods to eligible participants and warehousing the USDA foods. [North Country Food Bank, Inc. \(www.northcountryfoodbank.org/\)](http://www.northcountryfoodbank.org/)

## **Anoka County Brotherhood Council (ACBC)**

**2615 9th Ave S N**

**Anoka, MN 55303**

**(763) 422-0046**

Anoka County Brotherhood Council, located in Anoka, MN, is a food shelf that currently is authorized to serve participants in Anoka County, with greatest concentration of service in the communities of Anoka, Coon Rapids, Ramsey, Champlin, Andover, and Nowthen. They provide a “Client Choice” option in addition to the CSFP boxes to eligible participants. ACBC is responsible for certifying/re-certifying participants, distributing and warehousing the USDA foods. [ACBC Anoka County Brotherhood Council \(www.acbcfoodshelf.com/\)](http://www.acbcfoodshelf.com/)

## **STATE AGENCY STAFFING AND FUNDING – 7 CFR 247.23(b)**

The CSFP Program is in the Supplemental Nutrition Programs section in the Child and Family Health Division of the Minnesota Department of Health.

Per 7 CFR 247.23(a)(4)(b) for each federal fiscal year, MN CSFP State Agency will submit a waiver to request to retain greater than \$30,000 of its administrative funds for its own use since its grant exceeds \$400,000. MN CSFP State Agency will provide just cause as to the need for the larger amount at the State level and ensure that local agencies will not suffer undue hardship as a result of reduction in administrative funds.

In addition to warehouse inspection and review, warehousing services include coordinating the ordering and receipt of the USDA foods, assuring that pallet identification tags are in place and used correctly, checking racking and stock rotation procedures, monitoring storage conditions and temperatures, managing inventory control, reporting and verifying physical count of inventory, and providing in-service training on site for warehouse staff.

The state agency also provides the local CSFP agencies with access to telephone interpreters through The Language Line service.

## **CERTIFICATION COMPONENTS**

The local agencies determine eligibility for CSFP participation through the certification process. Each local agency is responsible for thoroughly training all staff and volunteers engaged in certification activities in accordance with the relevant sections of the CSFP regulations.

### **Eligibility Screening**

To be eligible for program services, an individual must meet the following categorical, income and residency criteria.

### **Categorical – 7 CFR 247.9(a)**

Participants served by the CSFP program are individuals over 60 years of age. Age is determined by proof of identity such as a birth certificate, driver's license, state identification card or passport.

### **Income – 7 CFR 247.9(c)**

The Minnesota CSFP Program determines income eligibility based on the current federal poverty guidelines and is self-declared.

In Minnesota, self-declaration means during the application or re-certification process, a dollar amount of either weekly, monthly or yearly shall be verbally declared by the applicant/re-certification participant to the best of his/her knowledge. The declared dollar amount is written on the application to determine eligibility.



Income eligibility for this population cannot exceed 130% of the federal poverty guidelines. The federal poverty guidelines are adjusted annually. When so advised by the Regional Office, a copy of the new guidelines is provided to each of our local agencies and is implemented upon receipt, per 7 CFR 247.9(d)

### **Notice of Ineligibility – 7 CFR 247.15(a)(b)**

Notification of ineligibility is required when an individual has completed a CSFP application, and the applicant is found to be ineligible for enrollment for any of the following reasons:

- Does not meet minimum age requirement (60 years of age)
- Does not meet income requirements of at or below 130% of the federal poverty income guidelines.
- Does not currently live in the State of Minnesota
- Lives in a facility that provides meals.

The notice of ineligibility must be in writing and within 10 days from the date of application. It must include the reason the applicant is not eligible, a statement of the individual's right to a fair hearing to appeal the decision, and a statement that informs the applicant that program standards are applied without discrimination by race, color, national origin, age, sexual orientation, or disability.

The above regulation does not apply to an individual who verbally inquires about the program and a local agency staff or trained volunteer provides a said confirmation of ineligibility based on information provided (income, residency, age).

### **Residency – 7 CFR 247.8(1)**

Minnesota residency is required and checked at certification and recertification. Must include name and address. Acceptable forms of proof include a current utility bill, rent receipt or a current piece of mail may be accepted.

### **Certification Periods – 7 CFR 247.16**

Section 4102 of the Farm Bill has established a statutory definition for the term “certification period” as the period during which a CSFP participant may continue to receive benefits under CSFP without a formal review of eligibility.

Participants are certified/re-certified according to the following time periods:

Individuals are certified for a three-year certification period. After one year of certification, local agencies administering CSFP during the certification period applicable to the participant shall:

1. Verify the address and continued interest of the participant to continue receiving monthly food packages for another year; and
2. Have sufficient reason to determine that the participant still meets the income eligibility standards, which may include a determination that the participant has a fixed income.
3. This information is reviewed and documented for each CSFP participant.

### **Expiration of Participant's Certification Period – 247.16(d)**

The local agency must notify program participants in writing at least 15 days before the expiration date that eligibility/certification period for the program is about to expire. The local agency must include a statement in the written notification that informs the applicant that program standards are applied without discrimination by race, color, national origin, age, sexual orientation, or disability.

### **Procedures For Certifying Homeless Individuals**

Homeless individuals are certified in a similar manner to other CSFP participants. The local agencies follow the procedures outlined below:

A person who lists his or her residence as a homeless shelter will need to bring to the certification appointment a statement from the shelter staff to verify that the person is residing there. Local Agency staff must document what identification is presented. A person who lives out of a vehicle or who does not have any temporary shelter is certified using the address of the nearest intersection where the individual usually resides.

The homeless person's living situation is reassessed monthly at the person's distribution site. The local agency staff will also review the suitability of the food package with all homeless individuals on a monthly basis. The local agency must allow the homeless individual to select which, if any, foods s/he does not want to accept and must document the results.

Homeless persons, whether residing in a shelter or in a vehicle, or living on the street, have a special need for health/social service referrals. The local agency will work with each individual, when possible, to expedite the referral process for required services and will document all actions taken.

## **Notification of Rights and Responsibilities - 7 CFR 247.12**

During the certification process, or included in each local agency's application or participant's "Welcome to CSFP" or other local agency CSFP literature, each applicant is informed, either orally or in writing:

- The local agency will provide applicant of notification of eligibility or ineligibility within ten (10) days of application.
- That s/he has a right to a fair hearing if s/he is found ineligible for the CSFP program.
- The local agency will provide each applicant information on other nutrition, health, or assistance programs, such as Medicare, Supplemental Security Income benefits, The Supplemental Nutrition Assistance Program (SNAP) and make referrals as appropriate.
- Improper use or receipt of CSFP benefits as a result of program violations, may lead to a claim against the participant to recover the value of the benefits, and may lead to disqualification from CSFP.
- Participant must report changes in household income or composition within ten (10) days after the change becomes known to my household.

Each participant is asked to read, or be read to, and sign the certification statement on the CSFP application, at each certification and recertification. These forms are auditable documents and must be retained for six calendar years after the end of the current grant agreement. If, during a certification visit, an applicant is found ineligible, s/he is given a written notice of ineligibility and informed of the right to a fair hearing. The reasons for the ineligibility must be documented and retained on file.

In the event of a state declared disaster or state of emergency, where signing of the application in person is not possible (i.e., a stay-at-home order is issued, travel is not possible for the near future, a pandemic or epidemic evolves), the statement shall be read to the CSFP applicant or re-certification individual during the application process via phone, Zoom, Google, Teams, or some other form of acceptable technology.

**7 CFR 247.8(b):** Signature is still required for all new certifications; and a signature for certification is not allowed to be waived; therefore, a CSFP staff person or volunteer can either PRINT or SIGN the new participant's/re-certifying participant's name if the application interview is being done via telephone, Zoom, or some other electronic or "virtual" means.

Volunteers/Staff may write or attach a note to the application stating the reason for not capturing the participant's/applicant's original signature. Signature on the application must be capture1d at a future distribution date, via mail by sending participant a self-addressed stamped envelope or by in-home visit.

This is only an interim measure of capturing a signature and cannot replace the applicant's/participant's or proxy's actual signature.

These "remote" instructions for certification/recertification and capturing signatures are to be followed consistently across all local agencies in the State.

If a distribution site has to close, exercise the following FIRST to ensure the participant can get their CSFP benefits before the end of the current month: ***allow participant/proxy to pick up box at other locations throughout the month; offer as many opportunities as possible for that participant to get his/her CSFP benefits; use home delivery options if possible.***

If a participant or distribution site requests to have a "retro" distribution (e.g., providing a March box in April or an April box in May), please reach out to the State Agency as this needs to be approved at the USDA/FNS national office level. If a retro distribution does occur, the distribution number should still be reflected on the March 153.

When the state of emergency recedes, local agencies are expected to resume operations per usual as they are able, providing in-person services at distribution sites, using precautions as deemed necessary by public health and state officials.

Simultaneous participation by an individual at more than one CSFP site is prohibited. The CSFP certifier verbally explains what dual participation is and that it is not allowed before having the applicant read, sign and date the certification statement.

### **CSFP Identification Cards**

The CSFP identification (ID) card is also called a verification of certification (VOC) card. This card is proof of program participation and entitles the participant to program benefits at his/her usual distribution site or as a transfer within or out of the state. ID cards are required to contain these components:

- The full name of the participant
- The participant's identification number
- Date the certification was performed and certification expiration date
- The signature of the official from the local agency where the certification occurred.

Verification Of Certification (VOC) proof is accepted from in state and out of state participants who have moved into Minnesota and wish to transfer their program benefits. If the local agency has a waiting list for participation, the transferring participant is placed on the waiting list ahead of all waiting applicants.

## Waiting Lists When State's Maximum Caseload Has Been Reached – 7 CFR 247.11(a)(b)

MDH assigns caseload to each local agency on a quarterly basis. If all caseload has been filled, the local agency shall implement a waiting list for those who applied for and are certified to receive CSFP benefits. The local agency must include the date of application and information necessary to allow the local agency to contact the applicant when caseload space becomes available.

Unless they have been determined to be ineligible, applicants must be notified of their placement on a waiting list within 10 days of their request for benefits in accordance with [§ 247.15](#).

Applicants on the waiting list will be served on a **first come, first serve** basis when caseload slots become available. Examples of when slots may become available are:

- The certification period is not extended for a participant.
- Current participant moves out of State, moves to an assisted living or skilled nursing facility, or voluntarily stops participating in the program.
- Participant is discontinued or disqualified.
- Site received additional caseload slots.
- Upon the death of a current participant.

When waiting lists are required, available caseload authorizations must be offered to the **first** individual listed.

Reasonable efforts must be made to contact individuals in the order they were placed on the list until all available caseload authorizations are filled. When undistributed food packages remain after distribution, the packages shall be offered to the first applicants on the waiting list. Recipients of such packages must be advised that there is no guarantee of a food package the following month.

Local Agencies should contact MDH before placing potential clients on a waiting list, as additional slots may be available. MDH shall ensure that the State's assigned caseload is fully maximized. Therefore, caseload to local agencies may be reassigned, as needed, every quarter to increase the ability to 100% caseload distribution statewide.

## **ADVERSE ACTION NOTIFICATIONS**

If a local agency has evidence that a participant is no longer eligible for CSFP benefits during the certification period, it must provide the participant with a written notification of discontinuance including the reason for discontinuance at least 15 days before the effective date of discontinuance **and** the date the discontinuance will be effective.

Documentation of the notification shall have a copy retained in the individual's file.

### **Program Discontinuance – 7 CFR 247.17**

If a local agency has evidence that a participant is no longer eligible for CSFP benefits during the certification period (now residing in a facility serving meals, over income), the local agency must provide the participant with a written notification of discontinuance including the reason for discontinuance at least 15 days before the effective date of discontinuance **and** the date the discontinuance will be effective. Documentation of the notification shall have a copy retained in the individual's file.

### **Program Disqualification – 7 CFR 247.20**

CSFP applicants or participants, or caretakers of applicants or participants, who commit program violations may be disqualified for a period of up to one year in accordance with 7 CFR 247.20.

The local agency must provide the individual with written notification of disqualification for CSFP including the effective date and period of disqualification and the reason(s) for the disqualification at least 15 days before the effective date of disqualification and a statement that the individual may appeal the disqualification through the fair hearing process, in accordance with §247.33(a). Documentation of the notification shall have a copy retained in the individual's file.

### **Dual Participation - 7 CFR 247.19**

The local agencies must detect and prevent the same person from receiving benefits at more than one CSFP distribution site.

Each local agency uses various processes each month to check for dual participation. These methods include reviewing distribution logs; having verbal communication with the site partners, their volunteers, the other CSFP local agencies that border their own, running reports in participant databases (where applicable), record keeping and research.

The local agency must also ensure that the applicant signs the CSFP application 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.

If the dual participation resulted from 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.

### **CSFP Food Losses and Claims - 7 CFR 247.6(c)(9); 7 CFR 250.16(a); FNS Instruction 410-1, Rev. 2 Food Losses**

If a local agency sustains CSFP USDA foods losses totaling more than \$500 in one month, a CSFP Claim Determination Form must be completed. This also includes foods that were discovered damaged upon multi-food or direct deliveries that cannot be distributed and foods that are within 30 days of their “best if use by” date.

Additionally, the losses must be reported on the monthly 153 inventory report under the “Food Loss” column in “units”, on the food loss/damage section of the 153 and an explanation must be provided in the “Remarks” section at the bottom of the 153 form.

The State Agency will provide the local agency the current dollar amount(s) of the food losses to assist in completing the Claim Determination Form.

If, upon review of the Claim Determination Form it is found there was neglect, carelessness, and/or willful mishandling which caused damage to or loss of USDA donated food or if USDA donated foods are used or distributed improperly, local agencies, warehouse personnel and other persons are subject to a claim determination and the corresponding repayment responsibility or recovery of the commodities lost.

If the value of the lost commodities exceeds \$500 (whether a claim was pursued or not), it must be reported to the FNS Regional Office. If the loss has occurred because of theft, neglect, embezzlement, willful misapplication or fraud, it must be reported to the FNS Regional Office for further action, regardless of the value of the loss.

### **PUBLIC ASSISTANCE REFERRALS - 7 CFR 247.14**

CSFP local agencies are required to provide applicants and participants with information about and referral to other health related and social service or food programs. A staff person who observes an income that qualifies the person for other services is obligated to tell that person about the other programs for which s/he may be eligible.

The local agency has discretion how to best accomplish this function, but at a minimum, staff must advise participants of the importance of health care and where low-income persons may obtain such services. One way this can be accomplished is to have state and county brochures



available at in-house, outreach and drop-off sites describing the programs and how to apply for them.

Among the referral resources for which local agencies should routinely have information available are the following: the SNAP Program, SSI benefits and Medicaid. This requirement applies to all categorically eligible CSFP participants and applicants.

### **CASELOAD MANAGEMENT/OUTREACH**

The Minnesota CSFP program performs outreach to potential program participants in a variety of ways. The methods used include e-mails to target groups, exhibits, speaking engagements. The low-income and homebound individuals are identified through the assistance of staff from other programs that deliver services to this group. The State agency develops and maintains contact with numerous low income feeding program, housing, nursing and social service agencies throughout the state.

Outreach activities include but are not limited to:

- Presentations to service providers who can refer applicants to CSFP.
- Providing written program information/flyers to referral agencies.
- Making sure program information is available at places potential participants visit (clinics, hospitals, grocery stores, community centers).
- Attending community or professional workshops, a local citizen's guide.
- Serving on a board or a community of local volunteer organization.

Notification of the availability of CSFP services is provided to Grassroots and Minority organizations. These organizations are identified by the local agencies and the list is reviewed by the State agency. The State agency may recommend additional organizations be added to the list.

### **NUTRITION EDUCATION - 7 CFR 247.18**

The goal of the nutrition education program is to enable food program participants to obtain better nutritional status through increased understanding of basic nutrition principles and through effective use of the food products.

Nutrition education shall be based on the following two general goals:

1. To emphasize the relationship of proper nutrition to the concept of good health, with special emphasis on the nutritional needs of the population served; and
2. To assist participants in obtaining a positive change in food habits, resulting in improved nutritional status and in the prevention of nutrition related problems through maximum use of supplemental and other nutritious foods.



The Minnesota CSFP program emphasizes the importance of the link between nutrition education and the ability of the participant to improve his/her present and long-term health status. The nutrition education component encourages the participant to select and consume nutritious foods to complement the USDA foods provided by CSFP.

Local agencies, in partnership with the Minnesota Department of Health, are responsible for, and to ensure that nutrition education services are available to all CSFP participants.

The local agency must provide nutrition education that includes the following information:

- The nutritional value of CSFP foods and their relationship to the overall dietary needs of the population served;
- Nutritious ways to use CSFP foods;
- Special nutritional needs of participants and how these needs may be met;
- The importance of health care and the role nutrition plays in maintaining good health.

### **NUTRITION EDUCATION PLAN**

The Minnesota Department of Health will provide technical assistance, basic nutrition support, public assistance information and recipes to support nutrition education for the local agencies. The Minnesota Department of Health will maintain these and other nutrition resources on its CSFP webpage. The State will also integrate materials developed through the University of Minnesota Extension/Health and Nutrition, SNAP-Ed Nutrition Education Resources, USDA MyPlate and the USDA CSFP Sharing Gallery on its CSFP webpage and with the local agencies.

Local agencies are required to provide clients with nutrition education at least once per quarter. A review of local agency nutrition education materials is conducted as part of the compliance review process once per quarter.

### **NUTRITION EDUCATION EVALUATION – 7 CFR 247.18(a)**

Local agencies are required to gather input from clients on the types of nutrition education they would find beneficial; this ensures nutrition education is up to date with the needs of the individual communities served. Each local agency is encouraged to reach approximately 15% of their assigned caseload for the quarter the evaluations occur.

The State Agency will create a nutrition education evaluation survey to ensure the nutrition education provided is effective. The evaluations will be provided to, and completed by, the participants at the distribution sites when participants pick up their monthly food benefits.

The evaluations are established under the direction of a Nutritionist or other qualified nutrition professional. The results of the evaluations will be collected by each local agency and submitted

to the State Agency. The State Agency will analyze the data, including working alongside other qualified nutritionists to assist in assessing the data. This will help to evaluate the effectiveness of the nutrition education provided by the local agencies.

Based on the results, local agencies are encouraged to incorporate the suggestions from the evaluations into their future nutrition education materials with assistance from the State Agency, if requested.

### SAMPLE PARTICIPANT SURVEY

The participant survey is to be issued every 18-24 months, at each local agency distribution site. It is also updated with different questions based on food, nutrition and physical activity trends. Below is a sample nutrition survey distributed in 2021.

1. What amount of your CSFP food package do you use in one month's time?  
 ¼  ½  ¾  I use all my CSFP foods
2. What foods do you NOT use or have left over each month?  
 Dry milk  Beef products  Pasta/Rice  Canned fruit  Juice
3. What types of fruits and vegetables would you like to see more of in your CSFP food package?  
 Plums  Mixed Fruit  Applesauce  Raisins  Apricots/Peaches  
 Pears  Green Beans  Mixed Veg  Carrots  
 Dehydrated Potatoes  Veg Soup  Corn  
 Diced Tomatoes  Spaghetti Sauce  Sweet Potatoes  
 Peas  Slices White Potatoes  Spinach
4. Are the recipes and/or nutrition information from the newsletter helpful to you?  
 Very helpful  
 Fairly helpful  
 Not helpful  
 I receive no recipes or nutrition information
5. I would like to see more nutrition education about:  
 Meal planning and recipes  
 Preventing/Improving medical conditions through CSFP foods, vitamins/minerals  
 Benefits of a featured food item I receive in my CSFP food package  
 MyPlate for Older Adults

## **FOOD DELIVERY SYSTEM**

Minnesota does not operate a State CSFP warehouse. All CSFP USDA foods are shipped by common carrier (truck) directly from the vendor (direct shipment) or government storage (Multifood shipment) to the warehouse at the local agency. USDA pays transportation costs to get the food to Minnesota. Local agencies bear the cost of transporting the USDA foods to the distribution sites. Any cost, such as gas, for delivery of food to the homebound is absorbed by the volunteer (individual or organization) providing the service. The CSFP USDA foods must be *clearly* separated from TEFAP and Food Bank USDA foods in the warehouse.

The local agencies either pre-box the food or offer the Client Choice Model and all participants are issued monthly food packages at all sites.

Distribution is offered at the main warehouse sites and through written agreements with community partner sites. A foods available list and a CSFP guide rate are available for the local agencies that provide as a benchmark for packing boxes for the volunteers.

Distribution is also made available through a client choice option at certain sites.

With the Client Choice, participants may choose to decline food that will not be consumed by the household in a timely manner.

## **SHIPMENT AND RECEIPT OF USDA FOODS – FNS Instruction 709-5, Revision 3 and 7 CFR 250**

The purpose of this Instruction is to establish the general standards and procedures that the consignee (i.e., local agency) must follow in receiving shipments of USDA Foods (i.e., donated foods) in Department of Agriculture (USDA) food assistance programs, including the Commodity Supplemental Food Program (CSFP).

### **Direct Shipments/Split Trucks**

The vendor or carrier must arrange for a delivery appointment with each local agency who is to receive either part or all of a full truck of commodities.

The vendor or carrier may make an earlier delivery than scheduled only if a new delivery date is arranged that is acceptable to the local agency and USDA personnel are available, as necessary, to perform any required inspections; otherwise, the original delivery date must be honored.

If the vendor or carrier arrives without a delivery appointment or is late for an appointment, the local agency should accept the shipment, if able, or work with the vendor or carrier to schedule delivery at a later time.

When a carrier does not make a delivery appointment in advance, it is recommended that the local agency report the issue to the Minnesota Department of Health/CSFP Program. MDH will in turn identify the carrier and make note the carrier did not make a delivery appointment in the comment section of WBSCM when receipting the bill of lading.

## **Multifood Shipments**

The National Multi-Food Warehouse must arrange regular delivery dates with each local agency. A National Warehouse delivery schedule is made for each local agency at the end of the current calendar year for the next calendar year. The schedule is available in WBSCM under “reports”. When the schedules are made available, MDH sends them to each local agency for review. It is the local agency’s responsibility to inform MDH if the prearranged date(s) are not suitable (i.e., closed for a holiday) so MDH can work with the National Warehouse to assign and alternate date.

If an order includes multiple truck loads, every effort must be made to arrange for all deliveries on the same day. The local agency must negotiate any tailgating by the National Multi-Food Warehouse when setting the delivery date(s). The local agency is responsible for accepting shipments on the prearranged delivery date. If the regularly scheduled delivery must be postponed (e.g., as a result of inclement weather or equipment failure), the National Multi-Food Warehouse will immediately contact the local agency to determine a revised delivery date that is agreeable to both parties.

## **Inspection and Accepting/Receiving Deliveries**

The local agency must inspect each shipment and commercial delivery receipt (e.g., BOL) carefully prior to unloading to ensure that the high security seal(s) is/are intact, to determine the overall condition of the USDA Foods and the number of units in the shipment, and to ensure the accuracy of the receipt.

## **Seals**

The local agency must ensure that the seal(s) on the door or other point of entry of the truck or trailer is/are intact and must make a record/documentation of the serial number of the seal(s) on the bill of lading.

If the seal is broken or lacking, or the serial number on the seal does not match the number on supporting documentation (e.g., BOL), the local agency must refuse the shipment, including split shipments, and immediately notify MDH, which must in turn notify the FNSRO. FNS will notify the appropriate Contracting Office or the National Multi-Food Warehouse, as applicable.

## **Requirements participants must provide to receive program benefits.**

The participant or proxy shows his/her CSFP ID card to program staff or a trained volunteer. The participant or proxy signs a Commodity Issuance Log or similar document, indicating the transfer of food from the local agency to the participant. Though signature by a participant or proxy is not a federal regulation, it is up to the agency to determine if capturing signatures at distribution are warranted.

If a local agency does utilize a signature log or other document, these logs are considered auditable documentation and must be retained on file by the local agency for six calendar years following the end of the current grant cycle.

### **Procedures for homebound participants**

A homebound person is defined as a new or currently certified individual who is not residing in an institution and who would have trouble receiving his/her monthly food package due to any of these factors:

- Inability to lift the box.
- Lack of transportation
- Recuperating after illness or hospitalization
- Unavailability of a family, friend or neighbor who could be designated as a proxy.
- Other reasons where proper documentation is maintained at the local agency.

The local agency provides services to the homebound participants by assigning a volunteer delivery driver to each participant and arranging a regular delivery time. When the food package is delivered, the driver obtains the participant's signature that s/he has received the food package and provides the person with any nutrition education or other materials that the local agency has that month. Periodically, the local agencies contact the homebound participants to check on their level of satisfaction with the food package and delivery service and to address any questions that they might have. These contacts are documented by the local agency.

### **Procedures at the State and local level to ensure handling, storage and distribution of supplemental foods are safeguarded against fire, theft, spoilage, infestation and other losses**

The State Agency requires that local agencies have secured all required federal, state and local health inspections and approvals prior to signing the agreement. The State agency additionally requires that all such inspections are current, and that supporting documentation is available for review. Insurance coverage to protect the value of stored foods is purchased by the local agencies where the USDA foods are warehoused. The State annually receives a copy of the face sheet of these liability policies to demonstrate that coverage is in force.

Other requirements include:

- Storage areas must be kept sanitary and free from rodent, bird, insect and other animal contamination.
- The temperature must be maintained at the appropriate level for the food item(s) being stored
- Fire and smoke detectors must be operational.

- The USDA guidelines for storage of various USDA foods must be observed, including maintaining proper storage temperatures as well as maximum storage times.

Any issues relating to the safeguarding of the CSFP foods must be reported immediately to the State CSFP Consultant. USDA publications that provide guidance on safeguarding the USDA foods include: "Warehousing, Distribution and Storage of Donated Foods", "Guidelines for the Receipting of Donated Foods", "Inspecting Incoming Food Materials" and "Commodity Facts."

### **Type and frequency of inventories at the local agency storage sites.**

Local agencies conduct a monthly physical inventory, prepare an FNS-153 form, and forward it to the State office. The completed FNS-153 is due to MDH by the 10<sup>th</sup> of each month for the preceding month. Two teams take inventory independently, amounts are compared, and any discrepancies are reconciled. Pallet tags are used on all shipments to track dates and assure proper rotation. The first in--first out inventory method is used. Pack dates or BIUB dates take priority over date received. State staff review this process on site at least annually and more often when discrepancies are noted on the FNS-153 report.

### **Method used by the State to estimate quarterly food needs and how method's accuracy and effectiveness is monitored.**

The State agency utilizes a planning spreadsheet for each local agency that spans a minimum of one year into the future. The spreadsheet has a column for the prior month actual ending inventory, by food and by food group, and three columns for each month. The three columns are for the food previously ordered and expected to be delivered in the current month (and future months), the estimated issuance by food group based on the local agency's caseload and the expected ending inventory for each food and food group.

The spreadsheets are updated and adjusted monthly after receipt of the 153 reports from the local agencies. Because the spreadsheet considers the actual ending inventory for each food and food group for the prior month, projecting the kinds and amounts of food that need to be ordered, either on the multi food orders or direct shipment orders is simplified.

The accuracy and effectiveness of the food ordering process is monitored through the use of the spreadsheet and through input received from the local agencies regarding inventory on hand and the actual number of participants served. The State agency goal is to provide a 2½ to three-month inventory as recommended by USDA. The final measure of the accuracy and effectiveness is the receipt of the right number of foods in the right timeframe.

### **COMMODITY COMPLAINTS**

The State agency has the primary responsibility for investigating, and documenting USDA foods complaints and notifying USDA. The local agency has the responsibility to notify the

State agency promptly of any USDA foods complaints and works closely with the state to resolve the complaint. Upon notification, the State Agency triages the complaint to determine the best course of action. Written documentation of all steps followed in the investigation is kept on file. The investigation and follow up of each complaint include a careful review of the circumstances surrounding the complaint so that the source of the damaged food is determined.

If food is discovered damaged upon delivery, the local agency makes a note on the Bill of Lading and in the email to the State Agency of the damaged CSFP food(s). The State Agency will act on and file complaints in the WBSCM food ordering system on behalf of the local agency.

The USDA Foods Complaint Team is available to initiate referrals of serious irregularities to USDA. The number is 1-800-446-6991, available Monday through Friday 6:00AM - 5:00PM Eastern Time.

Email: [USDAFoodsComplaints@usda.gov](mailto:USDAFoodsComplaints@usda.gov).

#### **MANAGEMENT EVALUATIONS – 7 CFR 247.34**

Stage Agency CSFP staff, in cooperation with USDA-Food and Nutrition Service (FNS), examines all aspects of the CSFP program on a bi-annual basis, on an every two (2) calendar year cycle, or sooner if deemed necessary.

The review conducted by the State Agency will include program certification, re- certification, eligibility, nutrition education, civil rights/training, USDA foods storage, inventory/reporting, financial management, CSFP distribution on-site observations/monitoring, program administration, document reviews and financial reports.

Findings of the management evaluation are documented through a report that is completed within 45 days of the visit.

If deficiencies are found, a record of these is sent via written notification to the Local Agency along with the completed report. If corrective action is required, the local agency leadership and CSFP staff is provided a 45 day time period in which to provide written corrective action back to the State Agency. The local agency may ask for an extension on this time period if needed.

#### **LOCAL AGENCY DISTRIBUTION SITE MONITORING**

Local CSFP agencies conduct on-site, in-person monitoring visits of their distribution partners on an every two (2) year calendar year cycle, or when deemed more often. Each agency has established procedures by which they gauge their monitoring activities and are thereby documented upon completion. These monitoring documents are reviewed at each agency's



biennial management evaluation conducted by the State Agency and anytime at the State Agency's request.

### **FINANCIAL MANAGEMENT – 7 CFR 247.27**

State and Local Agencies have financial management systems that provide current, accurate, and complete disclosure of program finances. Management components include:

1. Prompt, accurate payment of allowable costs.
2. Timely disbursement of funds to Local Agencies.
3. Timely and appropriate resolution of claims.
4. Maintenance of records identifying the receipt and use of appropriate funds, claims, income, and property.

The request to draw funds on the MDH Letter of Credit (LOC) is a reimbursement process. Funds are drawn only on actual expenditures that have processed through the State's accounting system. Financial staff maintain a schedule where they process draws at a minimum of every other day. A reconciliation process is in place where the Financial Management Office at MDH ensures that MDH records match with the balance reflected in ASAP. This process was instituted so that MDH never over or under-draws funds.

### **Budgets**

Budgets are established in the State accounting system based on what MDH has been awarded. This ensures that MDH can't spend more than it has been authorized.

Both the financial and program staff utilize system reports on a weekly basis to balance draws, track expenditures, view open encumbrances and forecast future obligations. This guarantees that several people are monitoring the activities in the account at all times.

### **Cash advances to local agencies**

The State Agency does not provide cash advances to local agencies.

### **Equipment procurement, property inventory control, insuring that prior FNS approval is obtained when required for purchases or contracts**

All equipment costing more than \$5,000 per item and having a useful life of more than one year that is purchased entirely or in part with CSFP funds by the local agency or rented in whole or in part with CSFP funds or provided to the local agency by the State CSFP office must be inventoried on an equipment control log. An adequate control system must be maintained to prevent loss, damage or theft of all equipment. In addition, adequate maintenance



procedures must be implemented to keep items in good condition. At least once every two years, the local agencies must take a physical inventory of all CSFP purchased equipment to reconcile the property records. Written approval from the State office is required before any CSFP purchased equipment can be disposed of. The State agency will follow procedures to secure prior approval from USDA when required for purchases or contracts.

## **AUDITS**

The State and local agencies are audited on an annual basis in accordance with the appropriate OMB circulars. All audits are conducted by an independent auditor who is a state or local government auditor or Certified Public Accounting firm who meets the independence standards specified in the GAO's Standards for Audit of Governmental Organizations, Programs, Activities and Functions.

The auditor's report will include the following elements of compliance testing:

- Statement of positive assurance regarding those items tested for compliance.
- Negative assurance on those items not tested.
- A summary of all instances of non-compliance
- Identification of total amounts questioned, if any, for each federal assistance award because of non-compliance
- Statement of corrective action taken findings

Each local agency sends a copy of the annual audit report to the State agency where it is reviewed and kept on file.

## **CIVIL RIGHTS - FNS Civil Rights 113-2; 7 CFR Part 15**

The primary resource used for civil rights training is a presentation based on the material developed by USDA Midwest Regional Civil Rights staff. It is updated when required and provided to the State Agencies and in turn to the local agencies for their staff and frontline volunteers who interact with CSFP participants.

Documentation of annual training, including signature sheets, is kept on file at the local agency and reviewed during management evaluations.

The Minnesota Department of Health CSFP Program complies with all applicable State and Federal civil rights legislation to prevent and eliminate unlawful discrimination and to ensure equal treatment and opportunities for CSFP Program participants. State and federal CSFP requirements prohibit discrimination against any person on the basis of race, color, national origin, age, sexual orientation or disability.

In its agreement with the State agency each local agency agrees to comply with the federal nondiscrimination requirements in its employment practices and in its delivery of services to eligible or potentially eligible CSFP participants. Any agreements made by the local agency for subcontracted services, including space, must also contain the nondiscrimination assurance. The required federal nondiscrimination statement must appear on all outreach information, program materials and any other information for distribution to the public whether through printed, or audio or video materials.

### **Data collection procedures for the FNS-191 report**

Minnesota CSFP uses participant self-reporting to collect racial/ethnic background data. At certification, when the ethnic background is not apparent, participants are asked, "For statistical purposes only, what ethnic group do you consider yourself a part of?" Data for the FNS-191 is maintained in a database at the local agencies, transmitted to the state office after collection and is entered into FPRS for annual reporting to USDA by July 31 of the current year.

### **Compliance reviews**

The State agency staff reviews local agencies with a pre-award civil rights compliance review. Civil rights compliance review activities are listed on the State Management Evaluation form. If a non-compliance case arose, it would be documented, and a technical assistance visit provided. Where a significant proportion of the eligible population needs service and information in a language other than English, translation resources are available. The state agency makes access to telephone interpreters through The Language Line available to all local CSFP agencies. The State reviews all local agency materials for compliance prior to publication.

### **Public Notification**

The purpose of public notification is to inform applicants, participants, and potentially eligible persons of:

- program availability
- program rights and responsibilities
- the policy of nondiscrimination
- the procedure for filing a complaint

The elements of public notification for State and Local Agencies are:

- Display the "And Justice for All" poster, in English and other languages, at the state agency office, local agency offices and at all CSFP certification/distribution sites.

- Make program information available to the public.
- Inform potentially eligible persons, applicants, participants and grassroots organizations of programs or changes in programs
- Convey the message of equal opportunity in all photos and other graphics that are used to provide program or program-related information
- Notify persons with disabilities about the availability of reasonable modifications and auxiliary aids and services
- Notify persons with limited English proficiency (LEP) of their right to free language assistance services
- All outreach done by the State and Local agencies is documented and kept on file at the State CSFP office or the local agency.

## **Complaints**

All complaints, written or verbal, alleging discrimination based on race, color, national origin, age, sexual orientation or disability will be accepted and forwarded immediately to the USDA, Director, Office of Adjudication. A copy will be sent to the State CSFP office. If a verbal complaint is made and the person refuses or is not inclined to submit the complaint in writing, the person receiving the complaint must write it up.

## **FAIR HEARINGS**

### **The State Agency Responsibility for Fair Hearings**

The State Agency's responsibility is to promulgate the policy that fair hearings are available for participants and applicants. The State Agency has developed a Fair Hearing fact sheet for the local agencies to give participants if they request a fair hearing. The State Agency keeps documentation of all requests for fair hearings and their disposition.

### **The Local Agency Responsibility for Fair Hearings**

The Local Agency's responsibility is to always apply program rules and regulations fairly and at all locations. The same is true for any Local Agency partner agreements entered. Participants are notified of the right to a fair hearing in the CSFP handbook material and in the program rules that are read and signed at each certification and recertification. All requests for a fair hearing are treated seriously and handled within the timeframes.

## **STATE PLAN DEVELOPMENT**

The State CSFP Consultant and the Food Delivery Unit Supervisor develop the CSFP State Plan. Input is welcomed from participants, volunteers, local agency staff and management. A copy of the State Plan is sent to each local agency upon revision and is available for participants and the public to review on the Minnesota CSFP website.

Local agencies are encouraged to share a copy of the State Plan with community partners who assist them in delivering program services, especially groups that support this age population.

SNP/WIC Director Signature/Date: \_\_\_\_\_

**Appendix A: Grant Agreement Template**

Minnesota Department of Health  
Grant Agreement Cover Sheet

You have received a grant agreement from the Minnesota Department of Health (MDH). Information about the grant agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**ATTACHMENT:** Grant Agreement

**CONTACT FOR MDH:** Katie Dempsey, 651-201-4422, [Katie.dempsey@state.mn.us](mailto:Katie.dempsey@state.mn.us)

Grantee SWIFT Information	Grant Agreement Information	Funding Information
<b>Name of MDH Grantee</b> (as it appears in SWIFT):	<b>SWIFT Contract Number:</b> 204632	<b>Total Grant Funds (all funding sources):</b> Refer to your most recent funding letter for your agency's current award amount.
<b>Grantee SWIFT Vendor Number:</b>  <b>SWIFT Vendor Location Code:</b>	<b>Period of Performance Start Date:</b> 1/1/2022  <b>Period of Performance End Date:</b> 12/31/2026	<b>Total Federal Grant Funds:</b> Refer to your most recent funding letter for your agency's current award amount.

### Notice To Grantee About Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the grant project agreement.

Grantee <a href="#">Unique Entity Identifier</a> (UEI) Name and Number (effective April 2022)	<b>DUNS/UEI Name:</b> <b>DUNS/UEI Number:</b>
Grantee's Approved Indirect Cost Rate for the Grant	Approved Indirect Cost Rate of 10%
Is The Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description	The Commodity Supplemental Food Program (CSFP) works to improve the health of low-income persons at least 60 years of age by supplementing their diets with nutritious USDA Foods.
Name of Federal Awarding Agency	United States Department of Agriculture, Food and Nutrition Service, under Section 4(a) of the Agriculture and Consumer Protection Act of 1973 ( <a href="#">PL 93-86</a> ).
<a href="#">Assistance Listing Name and Number</a> (formerly Catalog of Federal Domestic Assistance, "CFDA")	<b>Assistance Listing Name:</b> Title 7 Code of Federal Regulations, Part 247 <b>Assistance Listing Number:</b> 10.565
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	IY800542
Federal Award Date (Date MDH received federal grant)	10/1/2016
Total Amount of Federal Award Received by MDH	Refer to your most recent funding letter for your agency's current award amount.

# Minnesota Department of Health

## Grant Agreement

This grant agreement is between the State of Minnesota, acting through its Commissioner of the Department of Health (“MDH”) and (“Grantee”). Grantee’s address is.

### Recitals

1. MDH is empowered to enter into this grant agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#) Title 7, Code of Federal Regulations (hereinafter 7 CFR), Part 247 and Part 250, promulgated by the United States Department of Agriculture (hereinafter USDA) Food and Nutrition Service (FNS) under Section 4(a) of the of the Consumer Protection Act of 1973 (PL 93-86), the State is authorized to administer, carry out and enter into contractual agreements for the administration of the Commodity Supplemental Food Program (CFDA Number 10.565), which is a federally funded grant program administered through the Minnesota Department of Health (hereinafter CSFP Program)..
2. MDH is in need of local agencies to carry out the CSFP program and MDH anticipates it will have grant funds available to provide to qualified local agencies to deliver program services.
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and will perform all the duties described in this grant agreement to the satisfaction of MDH. Grantee agrees to minimize administrative costs as a condition of this grant agreement pursuant to [Minn. Stat. § 16B.98](#), subd 1.

### Grant Agreement

#### 1. Term Of Agreement

##### **1.1 Effective Date**

January 1, 2022, or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5, whichever is later. Per [Minn. Stat. § 16B.98](#), subd 7, no payments will be made to the Grantee until this grant agreement is fully executed. Grantee must not begin work until this grant agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

##### **1.2 Expiration Date**

December 31, 2026, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

### ***Survival of Terms***

The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Data Disclosure; 11. Ownership of Equipment; 12. Intellectual Property; 14. Publicity and Endorsement; and 16. Governing Law, Jurisdiction, and Venue.

### **2. Grantee's Duties**

Grantee, who is not a state employee, shall: perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.

### **3. Time**

Grantee is required to perform all of the duties stated in this grant agreement, and any incorporated exhibits, within the grant agreement period. MDH is not obligated to extend the grant agreement period. Failure to meet a deadline may be a basis for a determination by MDH's Authorized Representative that Grantee has not complied with the terms of the grant agreement.

### **4. Consideration And Payment**

#### ***4.1 Consideration***

MDH will compensate for all services performed by Grantee under this grant agreement as follows:

##### ***4.1.1 Compensation.***

Compensation will be from federal funds obtained by the State through Title 7 Code of Federal Regulations, Part 247, CFDA number 10.565 of Section 4(a) of the Agriculture and Consumer Protection Act of 1973 (PL 93-86), including public law and all amendments. Grantee will be paid at a dollar rate per participant, multiplied by the total quarterly caseload. The Grantee submits monthly invoice to MDH with allowable costs (salaries, rent, supplies, communications, travel, other, and indirect cost). Once the invoice is approved by MDH, staff codes up invoice per the Approving Invoices and Requesting Payment User Guide then submits them to Accounts Payable to process the payment to the Grantee. The Federal Award Identification Number (FAIN) is IY800542. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If at any time federal fund become unavailable, this agreement shall be terminated immediately upon written notice by the State to the Grantee. In the event of such a termination, Grantee is entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

##### ***4.1.1 Travel Expenses***

Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "[Commissioner's Plan](#)" promulgated by the Commissioner of Minnesota Management and Budget ("MMB"), or at the Grantee's established rate, whichever is lower, at the time travel occurred. Grantee will



not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless Grantee has received MDH's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### **4.1.3. Total Obligation**

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed an amount established in quarterly written funding letters, upon receipt of available federal funds. These award letters outline the total reimbursement allowed based on participation. MDH may withhold from such payment any or all amounts for which the GRANTEE is required to reimburse MDH under section W, Exhibit A and Clause 4 of the grant agreement.

## **4.2 Terms of Payment**

### **4.2.1 Invoices**

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and MDH's Authorized Representative accepts the invoiced services. Invoices must be submitted in a timely fashion and according to the following schedule: Invoices are due by the 20<sup>th</sup> of the month following the month in which the expenses occurred.

### **Federal Funds**

Payments under this grant agreement will be made from federal funds obtained by MDH through Title 7 CFR Part 247, Assistance Listing (formerly known as CFDA) number 10.565 under Section 4(a) of the Agriculture and Consumer Protection Act of 1973 (PL 93-86), including public law and all amendments. The Federal Award Identification Number (FAIN) is IY800542. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with federal requirements.

## **4.2 Contracting and Bidding Requirements**

### **4.3.1 Municipalities**

A grantee that is a municipality, as defined in [Minn. Stat. § 471.345](#), subd. 1, is subject to the contracting requirements set forth under [Minn. Stat. § 471.345](#). Projects that involve construction work are subject to the applicable prevailing wage laws, including those under [Minn. Stat. § 177.41](#), et. seq.

### **Non-municipalities**

Grantees that are not municipalities must adhere to the following standards in the event that duties assigned to Grantee are to be subcontracted out to a third party:

- i. Any services or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process consistent with the standards set forth under [Minn. Stat. ch. 16B](#).
- ii. Services or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.
- iii. Services or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.
- iv. Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through the following entities are used when possible:
  - 1) Minnesota Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List: ([VMP Vendor List / Minnesota Office of State Procurement \(mn.gov\)](#) (<https://mn.gov/admin/osp/search/vmpvendors.jsp>);
  - 2) Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#) (<https://mnucp.metc.state.mn.us/>); or
  - 3) Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central \(CERT\) Certification Program](#) (<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/central-cert-certification-program>)
- v. Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, awarding and administration of contracts.
- vi. Grantee must maintain support documentation of the purchasing or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- vii. Notwithstanding parts (i) through (iv) above, MDH may waive the formal bidding process requirements when:
  - Vendors included in response to a competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant agreement or
  - There is only one legitimate or practical source for such materials or services and Grantee has established that the vendor is charging a fair and

reasonable price.

- viii. Projects that involve construction work of \$25,000 or more, are subject to applicable prevailing wage laws, including those under [Minn. Stat. §§ 177.41 through 177.44](#).
- ix. Grantee must not contract with vendors who are suspended or debarred in Minnesota. The list of debarred vendors is available at: [Suspended/Debarred Vendor Detailed Information](#) (<https://mn.gov/admin/osp/government/suspended-debarred/>).

## 5. Conditions of Payment

All services provided by Grantee pursuant to this grant agreement must be performed to the satisfaction of MDH, as determined in the sole discretion of its Authorized Representative. Further, all services provided by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Requirements of receiving grant funds may include but are not limited to: financial reconciliations of payments to Grantees, site visits of Grantee, programmatic monitoring of work performed by Grantee, and program evaluation. Grantee will not be paid for work that MDH deems unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## 6. Authorized Representatives

### ***MDH's Authorized Representative***

MDH's Authorized Representative for purposes of administering this grant agreement is Kate Franken, SNP Program Director, Minnesota Department of Health, 85 7th Place East, PO Box 64882 St. Paul, MN, 55164-0882, 651-201-4403, [kate.franken@state.mn.us](mailto:kate.franken@state.mn.us), or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the services provided under this grant agreement. If the services are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

### ***Grantee's Authorized Representative***

Grantee's Authorized Representative is Susie Novak-Boelter, Executive Director, 1011 11th Avenue NE, East Grand Forks, MN 56721, 218-399-7357, [susie@northcountryfoodbank.org](mailto:susie@northcountryfoodbank.org), or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this grant agreement. If Grantee selects a new Authorized Representative at any time during this grant agreement, Grantee must immediately notify MDH's Authorized Representative in writing, via e-mail or letter.

## 5. Assignment, Amendments, Waiver, and Grant Agreement Complete

### ***Assignment***

Grantee shall neither assign nor transfer any rights or obligations under this grant

agreement without the prior written consent of MDH.

***Amendments***

If there are any amendments to this grant agreement, they must be in writing. Amendments will not be effective until they have been executed and approved by MDH and Grantee.

***Waiver***

If MDH fails to enforce any provision of this grant agreement, that failure does not waive the provision or MDH's right to enforce it.

***Grant Agreement Complete***

This grant agreement, and any incorporated exhibits, contains all the negotiations and agreements between MDH and Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

**6. Liability**

Grantee must indemnify and hold harmless MDH, its agents, and employees from all claims or causes of action, including attorneys' fees incurred by MDH, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for MDH's failure to fulfill its obligations under this grant agreement. Nothing in this clause may be construed as a waiver by Grantee of any immunities or limitations of liability to which Grantee may be entitled pursuant to [Minn. Stat. ch. 466](#), or any other statute or law.

**7. State Audits**

The relevant books, records, documents, and accounting procedures and practices of Grantee and any other party are subject to examination under [Minn. Stat. § 16B.98](#), subd. 8, by MDH and the Minnesota State Auditor or the Minnesota Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**8. Government Data Practices and Data Disclosure**

***Government Data Practices***

Grantee and MDH must comply with the Minnesota Government Data Practices Act, [Minn. Stat. ch. 13](#), as it applies to all data provided by MDH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this agreement pursuant to [Minn. Stat. § 13.05](#), subd. 11(a). The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either Grantee or MDH. If Grantee receives a request to release the data referred to in this clause, Grantee must immediately notify MDH. MDH will give Grantee instructions concerning the release of the data to the requesting party before any data is released. Grantee's response to the request must comply with the applicable law.

### ***Data Disclosure***

Grantee consents to disclosure of its social security number, federal employee tax identification number, or Minnesota tax identification number--which may have already been provided to MDH--to federal and state tax agencies and state personnel involved in the payment of state obligations pursuant to [Minn. Stat. § 270C.65](#), subd. 3, and all other applicable laws. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## **9. Ownership of Equipment**

Disposition of all equipment purchased under this grant agreement shall be in accordance with [2 CFR § 200](#). For all equipment having a current per unit fair market value of \$5,000 or more, MDH shall have the right to require transfer of the equipment, including title, to the Federal Government

or to an eligible non-Federal party named by MDH. This right will normally be exercised by MDH only if the project or program for which the equipment was acquired is transferred from one grantee to another.

The Grantee shall always maintain insurance on all of the Equipment unless and until the Federal Government receives all of the Equipment upon completion, termination, or cancellation of this grant agreement. The insurance maintained by the Grantee shall cover all loss or damage to the Equipment caused by theft, vandalism, fire, or other casualty, and shall be in an amount sufficient to cover replacement of all Equipment with substantially identical items. In the event of any loss or damage to any of the Equipment, including any loss or damage caused by Grantee or its agents or employees and any loss or damage from theft, vandalism, fire, or other casualty, the Grantee shall, at the expense of the Grantee, fully repair all damaged Equipment and replace all lost Equipment with substantially identical items. The Grantee shall not use any funds from the Federal Government or State to repair or replace any lost, stolen, or damaged Equipment.

## **10. Ownership of Materials and Intellectual Property Rights**

### ***Ownership of Materials***

Grantee shall own all rights, title, and interest in all of the materials conceived, created, or otherwise arising out of the performance of this grant agreement by it, its employees, or subgrantees, either individually or jointly with others. For the purpose of this grant agreement, "Materials" includes any inventions, reports, studies, designs, drawings, specifications, notes, documents, software, computer-based training modules, and other recorded materials in whatever form.

Grantee hereby grants to MDH a perpetual, irrevocable, no-fee license and right to reproduce, modify, distribute, perform, make, have made, and otherwise use the Materials for any and all purposes, in all forms and manners that MDH, in its sole

discretion, deems appropriate. Grantee shall, upon the request of MDH, execute all papers and perform all other acts necessary to document and secure this right and license to the Materials by MDH. At the request of MDH, Grantee shall permit MDH to inspect the original Materials and provide a copy of any of the Materials to MDH, without cost, for use by MDH in any manner MDH, in its sole discretion, deems appropriate.

### ***Intellectual Property Rights***

Grantee represents and warrants that materials produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend MDH, at Grantee's expense, from any action or claim brought against MDH to the extent that it is based on a claim that all or parts of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in Grantee's or MDH's opinion is likely to arise, Grantee shall at MDH's discretion either procure for MDH the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive of other remedies provided bylaw.

## **11. Workers' Compensation**

Grantee certifies that it is in compliance with [Minn. Stat. § 176.181](#), subd. 2, which pertains to workers' compensation insurance coverage. Grantee's employees and agents, and any contractor hired by Grantee to perform the work required by this grant agreement and its employees, will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees, and any claims made by any third party as a consequence of any act or omission on the part of these employees, are in no way MDH's obligation or responsibility.

## **12. Publicity and Endorsement**

### ***Publicity***

Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees shall identify MDH as the sponsoring agency and shall not be released without prior written approval by MDH's Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

## ***Endorsement***

Grantee must not claim that MDH endorses its products or services.

## **7. Termination**

### ***Termination by MDH or Grantee***

MDH or Grantee may cancel this grant agreement at any time, with or without cause, upon 30 days written notice to the other party.

### ***Termination for Cause***

If Grantee fails to comply with the provisions of this grant agreement, MDH may terminate this grant agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after MDH mails, by certified mail, return receipt requested, written notice of termination to Grantee at its last known address.

### ***Termination for Insufficient Funding***

MDH may immediately terminate this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written or facsimile notice to Grantee. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

## **13. Governing Law, Jurisdiction, and Venue**

This grant agreement, amendments and supplements to it, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or for breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **14. Clerical Error**

Notwithstanding Clause 7 of this grant agreement, MDH reserves the right to unilaterally fix clerical errors contained in the Grant Agreement without executing an amendment. Grantee will be informed of errors that have been fixed pursuant to this paragraph.

## 15. Lobbying

- 7.1. Grantee must ensure that grant funds are not used for lobbying, which includes paying or compensating any person for influencing or attempting to influence legislators or other public officials on behalf or against proposed legislation, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 7.2. In accordance with the provisions of [31 USC § 1352](#), if Grantee uses any funds other than federal funds from MDH to conduct any of the aforementioned activities, Grantee must complete and submit to MDH the disclosure form specified by MDH. Further, Grantee must include the language of this section in all contracts and subcontracts, and all contractors and subcontractors must comply accordingly.
- 7.3. Providing education about the importance of policies as a public health strategy, however, is allowed. Education includes providing facts, assessment of data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community.
- 7.4. By signing this grant agreement, Grantee certifies that it will not use any funds received from MDH to employ, contract with, or otherwise coordinate the efforts of a lobbyist, as defined in [Minn. Stat. § 10A.01](#), subd. 21. This requirement also applies to any subcontractors or subgrantees that Grantee may engage for any activities pertinent to this grant.

## 16. Other Provisions

### ***Contractor Debarment, Suspension and Responsibility Certification***

Federal regulation [2 CFR § 200.214](#) prohibits MDH from purchasing goods or services with federal money from vendors who have been suspended or debarred by the Federal Government. Similarly, [Minn. Stat. § 16C.03](#), subd. 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with MDH.

Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner. In particular, the Federal Government expects MDH to have a process in place for determining whether a vendor has been suspended or debarred, and to prevent such vendors from receiving federal funds.

By signing this grant agreement, Grantee certifies that it and its principals:



- Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency;
- Have not within a three-year period preceding this grant agreement: a) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; b) violated any federal or state antitrust statutes; or c) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: a) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state of local) transaction; b) violating any federal or state antitrust statutes; or c) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property; and
- Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this grant agreement are in violation of any of the certifications set forth above.

### ***Audit Requirements***

#### **19.2.1** For Grantees that are state or local governments, or non-profit organizations:

- i. If Grantee expends total federal assistance of \$750,000 or more per year, Grantee agrees to: a) obtain either a single audit or a program-specific audit made for the fiscal year in accordance with the terms of the Single Audit Act of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#); and, b) to comply with the Single Audit Act of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).
- ii. Audits shall be made annually unless Grantee is a state or local government that has, by January 1, 1987, a constitutional or statutory requirement for less frequent audits. For those governments, the federal cognizant agency shall permit biennial audits, covering both years, if the government so requests. It shall also honor requests for biennial audits by state or local governments that have an administrative policy calling for audits less frequent than annual, but only audits prior to 1987 or administrative policies in place prior to January 1, 1987.

#### **19.2.2** For Grantees that are institutions of higher education or hospitals:

- i. If Grantee expends total direct and indirect federal assistance of \$750,000 or more per year, Grantee agrees to obtain a financial and compliance audit made in accordance with [2 CFR § 200](#). The audit shall cover either the entire organization or all federal funds of the organization.
- ii. The audit must determine whether Grantee spent federal assistance funds in

accordance with applicable laws and regulations.

**19.2.3** The audit shall be made by an independent auditor. An independent auditor is a state or local government auditor or a public accountant who meets the independence standards specified in the General Accounting Office's "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions."

**19.2.4** The audit report shall state that the audit was performed in accordance with the provisions of [2 CFR § 200](#).

The reporting requirements for audit reports shall be in accordance with the American Institute of Certified Public Accountants' (AICPA) audit guide, "Audits of State and Local Governmental Units," issued in 1986. The Federal Government has approved the use of the audit guide.

In addition to the audit report, Grantee shall provide comments on the findings and recommendations in the report, including a plan for corrective action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not should accompany the audit report.

**19.2.5** Grantee agrees that the grantor, the Legislative Auditor, the State Auditor, and any independent auditor designated by the grantor shall have such access to Grantee's records and financial statements as may be necessary for the grantor to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).

**19.2.6** Grantees of federal financial assistance from subrecipients are also required to comply with the Single Audit Act Amendments of 1984, as amended ([31 U.S.C. ch. 75](#)) and [2 CFR § 200](#).

**19.2.7** The Statement of Expenditures form can be used for the schedule of federal assistance.

**19.2.8** Grantee agrees to retain documentation to support the schedule of federal assistance for at least four (4) years.

**19.2.9** Grantee agrees to file required audit reports within nine (9) months of Grantee’s fiscal year end.

**19.2.10**

Recipients of more than \$750,000 in federal funds are required under [2 CFR§ 200](#) to submit one copy of the audit report within 30 days after issuance to the central clearinghouse at the following address:

Bureau of the Census Data Preparation Division  
1201 East 10<sup>th</sup> Street  
Jeffersonville, Indiana 47132 Attn: Single Audit  
Clearinghouse

***Drug-Free Workplace***

Grantee agrees to comply with the Drug-Free Workplace Act of 1988, which is implemented at [34 CFR § 84](#).

***Equal Employment Opportunity***

Grantee agrees to comply with the Executive Order 11246 “Equal Employment Opportunity” as amended by Executive Order 11375 and supplemented by regulations at [41CFR § 60](#).

***Cost Principles***

Grantee agrees to comply with the provisions [2 CFR § 200](#), regarding cost principles for administration of this grant agreement for educational institutions, state and local governments and Indian tribal governments or non-profit organizations.

***Rights to Inventions – Experimental, Developmental or Research Work***

Grantee agrees to comply with [37 CFR § 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

***Clean Air Act***

Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended ([42 U.S.C. § 7401](#), et seq.) and the Federal Water Pollution Control Act as amended ([33 U.S.C. § 1251](#), et seq.). Violations shall be reported to the Federal Awarding Agency Regional Office of the Environmental Protection Agency (EPA).

***Telecommunications Certification***

By signing this agreement Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), Grantee does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this agreement.

[Signatures of each of the five CSFP grantees on following pages]

# North Country Food Bank Grantee Signature



Standard Grant Template - Version Sept 2021

SWIFT Contract Number **204632**

REQ ID: 4380

Between the Minnesota Department of Health and North Country Food Bank

## APPROVED:

### 1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Christina Mish Digitally signed by Christina Mish  
Date: 2021.12.03 07:32:14 -06'00'

SWIFT Contract & Initial PO: 204632/3-90261

### 2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature:	<u>DocuSigned by: Susie Munk-Bolter 61200F0C89291214F2</u>	Signature:	_____
Title:	<u>Executive Director</u>	Title:	_____
Date:	<u>12/3/2021</u>	Date:	_____
Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

### 3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: DocuSigned by:  
Jeffery Colonna  
F38F093321594404  
(with delegated authority)

Title: Purchasing Supervisor

Date: 12/3/2021

#### Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

# Anoka County Brotherhood Council Grantee Signature



Standard Grant Template - Version Sept 2021  
SWIFT Contract Number **204630**  
REQ ID: 4378

Between the Minnesota Department of Health and Anoka County Brotherhood Council

## APPROVED:

### 1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Christina Mish Digitally signed by Christina Mish  
Date: 2021.12.03 05:55:29 -06'00'

SWIFT Contract & Initial PO: 204630/3-90259

### 2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: <u>Stephanie Lehman</u> <small>DocuSigned by: A48BF5CBE57D344</small>	Signature: _____
Title: <u>Executive Director</u>	Title: _____
Date: <u>12/3/2021</u>	Date: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

### 3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Jeffery Colonna  
DocuSigned by:  
F36E69332D594404  
(with delegated authority)

Title: Purchasing Supervisor

Date: 12/3/2021

#### Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

# Second Harvest Northland Grantee Signature



Standard Amendment Template – Version Aug 2023  
Amendment #1 for SWIFT Contract #204645  
Between MDH and Second Harvest Northland

## APPROVED:

### 1. State Encumbrance Verification

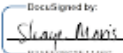
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Sarah Martin Digitally signed by Sarah Martin  
Date: 2024.01.25 09:35:33 -06'00'

SWIFT Contract & Initial PO: 204645\_Language

### 2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: <u></u>	Signature: _____
Title: <u>Executive Director</u>	Title: _____
Date: <u>1/29/2024   12:56:30 PM CST</u>	Date: _____

Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____

### 3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Paula Naughton (with delegated authority) Digitally signed by Paula Naughton  
Date: 1/29/2024 | 7:13:10 PM PST

Title: Director, Office of Grants and Contracts

#### Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

# Second Harvest Heartland Grantee Signature



Standard Grant Template - Version Sept 2021

SWIFT Contract Number 204642

REQ ID: 4381

Between the Minnesota Department of Health and Second Harvest Heartland

## APPROVED:

### 1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Christina Mish Digitally signed by Christina Mish  
Date: 2021.12.03 08:30:09 -06'00'

SWIFT Contract & Initial PO: 204642/3-90265

### 2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature:	<u>DocuSigned by: Allison O'Toole D7EB991113A6448</u>	Signature:	_____
Title:	<u>CEO</u>	Title:	_____
Date:	<u>12/3/2021</u>	Date:	_____

Signature:	_____	Signature:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

### 3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature:	<u>DocuSigned by: Jeffery Colonna F38E8832725443C</u>	Signature:	_____
(with delegated authority)		Title:	_____
Title:	<u>Purchasing Supervisor</u>	Date:	_____
Date:	<u>12/3/2021</u>		

#### Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.



# Channel One Food Bank Grantee Signature



Standard Grant Template - Version Sept 2021

SWIFT Contract Number 204631

REQ ID: 4379

Between the Minnesota Department of Health and Channel One, Inc.

## APPROVED:

### 1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Christina Mish Digitally signed by Christina Mish  
Date: 2021.12.03 06:26:44 -06'00'

SWIFT Contract & Initial PO: 204631/3-90260

### 2. Grantee

Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signature: Virginia W. Merritt DocuSigned by:  
2F3CF39023C1401... Signature: \_\_\_\_\_  
Title: Executive Director Title: \_\_\_\_\_  
Date: 12/7/2021 Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signature: Jeffery Colonna DocuSigned by:  
(with delegated authority) F36E693321204408  
Title: Purchasing Supervisor  
Date: 12/8/2021

#### Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

## Exhibit A – Grantee’s Duties

- a. Administer a CSFP Program within its designated service area in an efficient and effective manner and in compliance with 7 CFR Part 247; 7 CFR Part 250, except to the extent that the provisions of 7 CFR Part 250 are inconsistent with 7 CFR Part 247; 7 CFR Parts 15, 15a, 15b and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; and USDA guidelines and instructions.
- b. Serve the Grantee’s designated service area and the names and addresses of all certifications, distribution, and storage sites under the jurisdiction of the Grantee. In cases of conflict between this grant agreement and the Grantee’s application, this grant agreement shall govern.
- c. Train all Grantee staff and volunteers that work directly with those persons determined to be eligible to participate in the CSFP Program (“participants”) on CSFP procedures as specified in 7 CFR Part 247 and the CSFP State Plan of Operations. A copy of all training materials and any revisions to the training materials must be provided to the MDH for review.
- d. Provide annual civil rights training to all Grantee staff and volunteers who work directly with participants per 7 CFR 247.13; 247.37 and FNS Instruction 113-1. The Grantee must document the content of the training and must have each individual sign a civil rights training verification form.
- e. Perform outreach activities aimed at achieving or maintaining the expected monthly number of participants (“authorized caseload level”) to be served by the Grantee. The Grantee shall submit for MDH review, materials developed for CSFP outreach prior to circulation of all outreach materials.
- f. Determine eligibility and certify persons eligible for the CSFP program according to established certification procedures, document certification actions, provide CSFP Program benefits on a timely basis to certified persons, and reassess eligibility at the prescribed intervals in accordance with 7 CFR § 247.15.
- g. Provide nutrition education to CSFP program participants in accordance with 7 CFR § 247.18 and the State Plan of Operations. Provide the MDH administrator with at least quarterly updates of any new nutrition education materials or other educational resources directly provided to CSFP participants. In collaboration with the MDH, 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 and conducted every 18 months.
- h. Provide information to CSFP Program participants on other health, nutrition, and public assistance programs, and make referrals as appropriate, as required in 7 CFR

§ 247.14.

- i. In conjunction with MDH, comply with 7 CFR § 248.13, with respect to the provision of services for non-English or limited-English speakers.
- j. Issue commodity foods in accordance with 7 CFR Part 247 and FNS food package guide rate. Maintain documentation to demonstrate that the commodity foods have been properly issued to participants or their authorized proxies.
- k. Notify promptly of any complaints received from participants regarding any irregularities involving the commodity food products.
- l. Provide adequate storage space for the commodity food products and ensure that all storage facilities meet the standards established in 7 CFR § 248.28 for the handling, storage, and distribution of the commodity food products.
- m. Conduct a physical inventory of the commodity food products on hand at the end of each month. Report the results and include any explanations for all food losses and/or damages.
- n. Maintain accurate and complete records with respect to the Grantee's activities under the CSFP Program and retain such records for six (6) years calendar years after the close of the grant cycle (December 31, 2026), or longer if the records are related to unresolved claims actions, audits, or investigations.
- o. Submit reports by noted deadlines found below in section P, including the FNS-153 Inventory Report and the FNS-191 Racial/Ethnic Data Report and any other reports necessary to meet federal requests or requirements.
- p. Submit financial reports in a form prescribed by the Grantor, MDH:
  - i. The Grantee shall provide by the twentieth (20<sup>th</sup>) day of each month the Claim for Reimbursement/Report of Expenditures form, which shall include: a summary of the funds expended during the report period by budget line item, the amount funds currently obligated, the amount of funds expended federal fiscal year-to-date (October 1<sup>st</sup> through September 30<sup>th</sup>), the value of in-kind services contributed, and the amount of CSFP cash on hand, if any.
  - ii. The Grantee shall submit a final Claim for Reimbursement/Report of Expenditures form to MDH on or before December 20<sup>th</sup> immediately following the end of each federal fiscal year (September 30<sup>th</sup>). Payments for said federal fiscal year might not be made for claims filed after this date.
  - iii. The Grantee shall provide the FNS-153 Inventory Report by the 10<sup>th</sup> day of every month for the preceding month.
- q. Maintain complete, accurate and current fiscal record and files, on a federal fiscal year basis (October 1<sup>st</sup> through the following September 30<sup>th</sup>), in accordance with MDH financial management requirements, rules, policies and procedures, 7 CFR Parts 247, 250 and 3015 to 3019 and USDA guidelines and instructions, including source

documentation to support CSFP activities and expenditures made under the terms of this Agreement.

- r. Comply with the following statutes and the regulations adopted under them, to the extent that these statutes and regulations are applicable to the Grantee: (1) 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 50.3 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.
- s. Ensure that the Grantee, including its paid staff, volunteers, and community site partners, does not discriminate against any person on the grounds of race, color, national origin, age, sex, or disability.
- t. During normal working hours, provide access to authorized representatives or agents of USDA, the U.S. General Accounting Office, the MDH State Agency, the Legislative Auditor, the State Auditor, and any independent auditor designated by MDH to the Grantee's records, documents, financial Statements, and accounting procedures and practices related to this Agreement for purposes of inspecting, auditing, or copying, and as may be necessary for MDH to comply with the Single Audit Act of 1984, as amended (31 U.S.C. § 7501 et seq.), 2 CFR Part 200 Uniform Administrative Requirements, cost Principles, and Audit Requirements for Federal Awards.
- u. Restrict the use or disclosure of information obtained from participants or applicants to persons directly connected with the administration or enforcement of the CSFP Program. This requirement applies to all subcontractors of the Grantee and must be expressly included in all agreements with subcontractors, including community partners, that have access to any information obtained from participants or applicants.
- v. Take reasonable care to prevent dual participation. In the event of a potential dual participation case, the Grantee will perform follow up activities, as directed by MDH. Such follow up activities may include the termination of participants.
- w. Reimburse MDH:
  - i. For payments previously paid to the Grantee pursuant to the Clause 4 of this grant agreement for costs found to be in excess of the Grantee's written grant letters.
  - ii. For costs deemed to be improper, unallowable, or undocumented as the result of an audit, review, or other examination.
  - iii. For the value of any CSFP Program food commodity which may be stolen from or

lost by the Grantee, or which is not useable because the Grantee has not adequately safeguarded the food commodity from spoilage, infestation, or other damage or loss.

- iv. For any loss resulting from the Grantee's improper or negligent issuance of commodity foods to persons other than properly certified CSFP participants or their authorized proxies;
  - v. For any loss resulting from improper distribution, or improper storage, care, or handling of commodities;
  - iv. For any loss resulting from the misuse of CSFP Program funds provided to Grantee; and
  - 1. For any CSFP losses caused by the Grantee's community partners or other agencies which have entered into an agreement with the Grantee.
    - ii. Maintain written agreements with all community partners that assist the Grantee in the administration and implementation of the CSFP Program. All such written agreements will be kept on file with the Grantee. The Grantee must check and maintain documentation (Excel Spreadsheet, Word or OneNote, for example) of the IRS Automatic Revocation of Exemption list found at [Tax Exempt Organization Search \(irs.gov\)](https://www.irs.gov/efile/efile-irs-automated-revocation-exemption-list). Check at least annually to ensure that its community partners do not appear on this list.
    - iii. Notify in advance of any proposed changes to its service area.
    - iv. Notify at least 30 days in advance of:
      - 1. Any proposed subcontracts, including new community partner agreements;
      - 2. Any proposed amendments to existing subcontracts, including existing community partner agreements; and
      - 3. Any proposed changes in the administration or operation of the program that differ from what is outlined in the most current CSFP State Plan of Operations.
- AA. As specified in 7 CFR § 247.34, use established management review procedures to review the Grantee's operations and those of subsidiaries or contractors.
- BB. Cooperate with MDH in connection with management reviews performed under 7 CFR § 247.34.
- CC. If the report of a management review of the Grantee contains a finding of program noncompliance, the Grantee shall submit a corrective action plan, including implementation timeframes, by the deadline specified by MDH.
- 1. If MDH disapproves the corrective action plan, the Grantee shall submit MDH, by the deadline specified, another corrective action plan that addresses the reason for the disapproval.
  - 2. If MDH approves a corrective action plan, the Grantee shall comply with the plan.

MDH CSFP STATE PLAN OF OPERATIONS

DD. Comply with all requirements related to food safety and food recalls as described in 7 CFR 250.4(c)(2)

## Appendix B: Templates and Forms

### Commodity Supplemental Food Program Application

ID Verified?      Type of ID \_\_\_\_\_  Proof of Residence

New Certification     Recertification

**Certification Date:** Click or tap to enter a date.    **Expiration Date:** Click or tap to enter a date.

**Last Name:** \_\_\_\_\_      **First Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_      **City, Zip Code:** \_\_\_\_\_

**County:** \_\_\_\_\_      **Telephone:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_      **Gender:** \_\_\_\_\_

**Ethnicity:** CHECK ONE:       Hispanic or Latino     Not Hispanic or Latino

**Race:** CHECK ALL THAT APPLY:     American Indian or AK Native       Asian  
 Black or African American     Native HI or other Pacific Islander     White

**Proxy Name(s):** \_\_\_\_\_

**Total Household Income:**

**Household Size:**

Wages	SS (monthly)	SSI (monthly)	GA/MFIP (monthly)	Interest (monthly)	
\$	\$	\$	\$	\$	
Pension (monthly)	VA (monthly)	MSA (monthly)	Other (monthly)	Monthly Total	Annual Total
\$	\$	\$	\$	\$	\$

**This paragraph must be read to or by the participant    Language Preference:**

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.

MDH CSFP STATE PLAN OF OPERATIONS

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):

**PLEASE CHECK ONE:**             **YES**             **NO**

\_\_\_\_\_ Click or tap to enter a date.

Signature of Applicant or Proxy

\_\_\_\_\_ Click or tap to enter a date.

Signature of Person Making Final Determination

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:

**mail:** U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

**fax:**  
(833) 256-1665 or (202) 690-7442; or

**email:** [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov);

This Institution is an Equal Opportunity Provider



## Notice of Discontinuance - Commodity Supplemental Food Program

Today's Date: \_\_\_\_\_

Name: \_\_\_\_\_

Your participation in the Commodity Supplemental Food Program (CSFP) is being discontinued for the following reason(s):

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**Program Benefits will end on:**            Click or tap to enter a date.

In accordance with §247.33(a), you have the right to appeal the discontinuance through the Fair Hearing process. You may appeal this decision within 60 days by notifying Program staff verbally or in writing that you want to appeal. You may present your argument personally or have another person represent you. Program standards are applied without discrimination by race, color, national origin, age, sex or disability.

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**Signature of Person Making This Notification**

**Date**

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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## Notice of Disqualification - Commodity Supplemental Food Program

Today's Date: \_\_\_\_\_

Name: \_\_\_\_\_

This notice is to inform you that as of this date: Click or tap to enter a date. you are no longer eligible to participate in the Commodity Supplemental Food Program (CSFP) for the following reason(s):

\_\_\_\_\_

The period of disqualification is \_\_\_\_\_ TO \_\_\_\_\_

In accordance with §247.33(a), you have the right to appeal the discontinuance through the Fair Hearing process. You may appeal this decision within 60 days by notifying Program staff verbally or in writing that you want to appeal. You may present your argument personally or have another person represent you. Program standards are applied without discrimination by race, color, national origin, age, sex or disability.

\_\_\_\_\_

**Signature/Title of Person Making This Notification**

**Date**

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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**mail:**

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

**fax:**

(833) 256-1665 or (202) 690-7442; or **email:** [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

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## CSFP Notice of Ineligibility - 7 CFR 247.15; 7 CFR 247.33(a)(c)

**Applicant Name:** \_\_\_\_\_

**Notice Date:** Click or tap to enter a date.

Your application to participate in the Commodity Senior Food Program has been DENIED for the following reason(s):

- Does not meet minimum age requirement (60 years of age)
- Does not meet income requirements of at or below 130% of the federal poverty income guidelines
- Does not currently live in the State of Minnesota
- Lives in a facility that provides meals

If you do not agree with this decision, you have the right to appeal this decision by requesting a fair hearing within 60 days of this notification, either verbally or in writing.

Your request for a fair hearing may be denied if:

- Your request is not received within the 60-day time limit.
- The request is withdrawn in writing by the individual requesting the hearing or by an authorized representative of the individual; or
- The individual fails to appear, without good cause, for the scheduled hearing.

Standards for participation in this program are the same for everyone regardless of race, color, national origin, age, sexual orientation and disability.

## USDA Nondiscrimination Statement

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:

**mail:** U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or

**fax:** (833) 256-1665 or (202) 690-7442; or

**email:** [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov)

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## CSFP Commodity Claim Determination Form

A CSFP commodity claim determination form must be completed by a local agency for all food losses greater than \$500 in one month. This includes foods that were discovered damaged on multi-food or direct deliveries that cannot be distributed. The form must be submitted to MDH within ten (10) business days of the discovery or occurrence of the loss and reported on the monthly FNS-153 inventory form. Please include all relevant documentation and pictures, if warranted.

Please keep a copy of the completed form for your records. Commodities cannot be disposed of without written authorization from MDH.

Local Agency:

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Date of Occurrence: Click or tap to enter a date.

Description of Loss:

Product Description	Product Code	Quantity	Be Best If Use-By Dates	Price per case or unit (WBSCM)	Total Cost
<i>Example: Grape Juice</i>	<i>100895</i>	<i>3 cases</i>	<i>If Applicable</i>	<i>\$21.14/case</i>	<i>\$63.42</i>

Local Agency Signature: \_\_\_\_\_ Date: Click or tap to enter a date.

Email completed form to: [katie.dempsey@state.mn.us](mailto:katie.dempsey@state.mn.us)

Is there supporting evidence attached?      Yes          No   

---

**STATE USE ONLY:** *Claim determination required within 30 days of loss report submission.*

Report Reviewer: Click or tap here to enter text.      Date: Click or tap to enter a date.

Comments/Additional Information: Click or tap here to enter text.

Claim Determination:       No Claim Filed       Claim to Be Filed

Date Claim Filed (if applicable):