

STATE OF NEW MEXICO
HUMAN SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement” or “Contract”) is made by and between the State of New Mexico, **Human Services Department**, hereinafter referred to as the “HSD,” and **Economic Council Helping Others Inc**, hereinafter referred to as the “Contractor”, and is effective as of the date set forth below upon which it is executed by the State Purchasing Division (SPD) Contract Review Bureau (CRB).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform all services detailed in Exhibit A, Scope of Work, attached to this Agreement and incorporated herein by reference.

2. Compensation.

A. The HSD shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed four hundred twenty-three thousand four hundred fifty dollars (\$423,450) including gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the HSD when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the SPD/CRB. All invoices **MUST BE** received by the HSD no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Invoices received after such date WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HSD finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the HSD that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the HSD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SPD CRB. This Agreement shall terminate on **September 30, 2027**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. **Termination.**

A. **Grounds.** The HSD may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the HSD's uncured, material breach of this Agreement.

B. **Notice; HSD Opportunity to Cure.**

1. Except as otherwise provided in Paragraph (4)(B)(3), the HSD shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give HSD written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the HSD's material breaches of this Agreement upon which the termination is based and (ii) state what they must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the HSD does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the HSD does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the HSD; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the HSD's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE HSD'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. **Termination Management.** Immediately upon receipt by either the HSD or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the HSD; 2) comply with all directives issued by the HSD in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the HSD shall direct for the protection, preservation, retention or transfer of all property titled to the HSD and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the HSD upon termination and shall be submitted to the HSD as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the HSD to the Contractor. The HSD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the HSD proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the HSD and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the HSD.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the HSD. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the HSD.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the HSD, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the HSD.

11. Product of Service - Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the HSD no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any HSD employee while such employee was or is employed by the HSD and participating directly or indirectly in the HSD's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the HSD's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the HSD.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the HSD relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the HSD if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD and notwithstanding anything in the Agreement to the contrary, the HSD may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the HSD proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement, including any and all attachments, exhibits and/or appendices, incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for Violation of Law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the HSD.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this GSA's term and effect and retain them for a period of five (5) years from the date of final payment under this GSA. The records shall be subject to inspection by the HSD, the Department of Finance and Administration, and the State Auditor. The HSD shall have the right to audit billings both before and after payment. Payment under this GSA shall not foreclose the right of the HSD to recover excessive or illegal payments.

B. Contract for an independent audit in accordance with 2 CFR 200 at the Contractor's expense, as applicable. The Contractor shall ensure that the auditor is licensed to perform audits in the State of New Mexico and shall be selected by a competitive bid process. The Contractor shall enter into a written contract with the auditor specifying the scope of the audit, the auditor's responsibility, the date by which the audit is to be completed, and the fee to be paid to the auditor for this service. Single audits shall comply with procedures specified by 2 CFR 200. The audit of the GSA shall cover compliance with Federal Regulations and all financial transactions hereunder for the entire term of the GSA in accordance with procedures promulgated by 2 CFR 200 or by Federal program officials for the conduct and report of such audits. An official copy of the independent auditor's report shall be available to the HSD and any other authorized entity as required by law within (fifteen) 15 days of receipt of the final audit report. The Contractor may request an extension to the deadline for submission of the audit report in writing to the HSD for good cause and the HSD reserves the right to approve or reject any such request. The HSD retains the right to contract for an independent financial and functional audit for funds and operations under this GSA at the Contractor's expense if it determines that such an audit is warranted or desired.

C. Upon completion of the audit under the applicable federal and state statutes and regulations, the Contractor shall notify the HSD when the audit is available for review and provide online access to the HSD, or the Contractor shall provide the HSD with four (4) originals of the audit report. The HSD will retain two (2) and one (1) will be sent to the HSD/Office of the Inspector General and one (1) to the HSD/Administrative Services Division/Compliance Bureau.

D. Within thirty (30) days thereafter or as otherwise determined by the HSD in writing, the Contractor shall provide the HSD with a response indicating the status of each of the exceptions or findings in the said audit report. If either the exceptions or findings in the audit are not resolved within thirty (30) days, the HSD has the right to reduce funding, terminate this GSA, and/or recommend decertification in compliance with state and/or federal regulations governing such action.

E. This audit shall contain a Report of Expenditures by category for each program to facilitate ease of reconciliation by the HSD. This audit shall also include a review of the personnel records and a schedule of depreciation for all property or equipment with a purchase price of \$5,000 or more pursuant to 2 CFR 200, specifically subpart F, §200.500, and appendices where appropriate.

F. This audit shall include a report on compliance with requirements applicable to each major program and internal control over compliance in accordance with 2 CFR 200, specifically subpart F, §200.500, and appendices.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the HSD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the HSD and the Risk Management Division of the New Mexico General Services Department by certified mail.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com/>

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the HSD: JulieAnn Wold, Project Manager and Contract Manager
Human Services Department
P.O. Box 2348
Santa Fe, NM 87504
julieann.wold@hsd.nm.gov

To the Contractor: Laura Butziger, CEO
Economic Council for Helping Others
1921 Murray Drive
Farmington, NM 87401-5200
lbutziger@echoinc.org

25. Debarment and Suspension.

A. Consistent with all applicable federal and/or state laws and regulations, as applicable, and as a separate and independent requirement of this Agreement the Contractor certifies by signing this Agreement, that it and its principals, to the best of its knowledge and belief: (1) are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal department or agency; (2) have not, within a three-year period preceding the effective date of this Agreement, 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) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; (3) have not been indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with, commission of any of the offenses enumerated above in this Paragraph A; (4) have not, within a three-year period preceding the effective date of this Agreement, had one or more public agreements or transactions (Federal, State or local) terminated for cause or default; and (5) have not been excluded from participation from Medicare, Medicaid or other federal health care programs pursuant to Title XI of the Social Security Act, 42 U.S.C. § 1320a-7.

B. The Contractor's certification in Paragraph A, above, is a material representation of fact upon which the HSD relied when this Agreement was entered into by the parties. The Contractor's certification in Paragraph A, above, shall be a continuing term or condition of this Agreement. As such at all times during the performance of this Agreement, the Contractor must be capable of making the certification required in Paragraph A, above, as if on the date of making such new certification the Contractor was then executing this Agreement for the first time. Accordingly, the following requirements shall be read so as to apply to the original certification of the Contractor in Paragraph A, above, or to any new certification the Contractor is required to be capable of making as stated in the preceding sentence:

- 1) The Contractor shall provide immediate written notice to the HSD's Contract Manager if, at any time during the term of this Agreement, the Contractor learns that its certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances.
- 2) If it is later determined that the Contractor's certification in Paragraph A, above, was erroneous on the effective date of this Agreement or has become erroneous by reason of new or changed circumstances, in addition to other remedies available to the HSD, the HSD may terminate the Agreement.

C. As required by statute, regulation or requirement of this Agreement, and as contained in Paragraph A, above, the Contractor shall require each proposed first-tier subcontractor whose subcontract will equal or exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor shall make such disclosures available to the HSD when it requests subcontractor approval from the HSD. If the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by any Federal, state or local department or agency, the HSD may refuse to approve the use of the subcontractor.

26. Certification and Disclosure Regarding Payments To Influence Certain Federal Transactions (Anti-Lobbying).

A. The applicable definitions and exceptions to prohibited conduct and disclosures contained in 31 U.S.C. § 1352 and 45 C.F.R. Part 93, as applicable, are hereby incorporated by reference in subparagraph (B) of this certification.

B. The Contractor, by executing this PSC, certifies to the best of its knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement; and
- 2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer.

C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance is placed when this Agreement is made and entered into. Submission of this certification is a prerequisite for making and entering into this Agreement imposed under 31 U.S.C. § 1352. It shall be a material obligation of the Contractor to keep this certification current as to any and all individuals or activities of anyone associated with the Contractor during the pendency of this Agreement. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to: (1) a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure; and/or (2) at the discretion of the HSD, termination of the Agreement.

27. Non-Discrimination.

A. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; and the Americans With Disabilities Act of 1990, Public Law 101-336; in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex, or marital status.

B. This provision shall include, but not be limited to, the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

C. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation or be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all subcontracts for services allowed under this Agreement under any program or activity.

D. The Contractor agrees to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in accordance with Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency."

28. Drug Free Workplace.

A. *Definitions.* As used in this paragraph—
"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C 812, and as further defined in regulation at 21 CFR 1308.11 - 1308.15.
"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.
"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
"Employee" means an employee of a contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.
"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

B. The Contractor, if other than an individual, shall:

1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2) Establish an ongoing drug-free awareness program to inform such employees about:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- a) Provide all employees engaged in performance of the PSC with a copy of the statement required by subparagraph B(1);
 - b) Notify such employees in writing in the statement required by subparagraph (B)(1) of this clause that, as a condition of continued employment on this PSC, the employee will:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction;
 - c) Notify the HSD Program Manager in writing within ten (10) days after receiving notice under (B)(4)(ii) of this paragraph, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
 - d) Within thirty (30) days after receiving notice under B(4)(ii) of this paragraph of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- 3) Make a good faith effort to maintain a drug-free workplace through implementation of B(1) through B(6) of this paragraph.

C. The Contractor, if an individual, agrees by entering into this PSC not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

D. In addition to other remedies available to the HSD, the Contractor's failure to comply with the requirements of subparagraph B or C of this paragraph will render the Contractor in default of this PSC and subject the Contractor to suspension of payments under the PSC and/or termination of the PSC in accordance with paragraph 4, above.

29. Findings and Sanctions.

A. The Contractor agrees to be subject to the findings, sanctions and disallowances assessed or required as a result of audits pursuant to this agreement.

B. The Contractor will make repayment of any funds expended by the HSD, subject to which an auditor acting pursuant to this agreement finds were expended, or to which appropriate federal funding agencies take exception and so request reimbursement through a disallowance or

deferral based upon the acts or omissions of the Contractor that violate applicable federal statutes and/or regulations, subject to sufficient appropriations of the New Mexico Legislature.

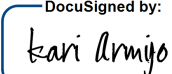
C. If the HSD becomes aware of circumstances that might jeopardize continued federal funding the situation shall be reviewed and reconciled by a mutually agreed upon panel of Contractor and the HSD officials. If reconciliation is not possible, both parties shall present their view to the Director of the Administrative Services Division who shall determine whether continued payment shall be made.

30. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.


The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the SPD CRB below:

By:  Date: 12/29/2023
1BA9EB5EAD00499...
HSD Cabinet Secretary

By: **JEANETTE LUJAN** Date: 12/28/2023
44F601C65F8E48F...
HSD Chief Financial Officer

Approved for legal sufficiency:

By:  Date: 12/29/2023
328E56E83D064CE...
HSD General Counsel

By: *Laura Butziger* Date: 12/28/2023
0D9737F77E8A4F0...
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the NM Taxation and Revenue Department to pay gross receipts and compensating taxes:

BTIN: 01-725935-00-5

By: *Anna Marie Lucero* Date: 12/29/2023
A1E23200AE974AA...
Tax and Revenue Department Representative

This Agreement has been approved by the SPD Contracts Review Bureau:

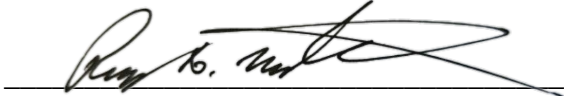
By:  Date: 1/11/2024
SPD Contracts Review Bureau

EXHIBIT A
SCOPE OF WORK

COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)

1. AGREEMENTS – ATTACHMENT 1, 7 CFR 247.4

The Contractor:

A. Must administer and operate the Commodity Supplemental Food Program (CSFP) in their county or counties of operation in accordance with:

1) 7 CFR 247 found at <https://www.fns.usda.gov/part-247%E2%80%94commodity-supplemental-food-program>

AND

2) 7 CFR 250 found at <https://www.fns.usda.gov/part-250%E2%80%94donation-foods-use-united-states-its-territories-and-posessions>

B. Must comply with USDA FNS (United States Department of Agriculture, Food and Nutrition Service), USDA FNS SWRO (Southwest Regional Office) and HSD (New Mexico Human Services Department regulations, memorandums, directives, and instructions, found on the following website and in the following attachments.

1) USDA FNS CSFP information is available at

<https://www.fns.usda.gov/csfp/commodity-supplemental-food-program-csfp>

2) The New Mexico HSD State Plan and approved 2023 Caseload and Funding *E-Exhibit 2-A, 2-B, and 2-C*.

3) The New Mexico HSD CSFP Program Standards and Requirements Manual, November 2022 *E-Exhibit 3*.

C. Must get approval from FANS before entering into written agreements with another organization or person to provide CSFP services as a sub-contractor.

1) Tailgate and Drop-Off Site Agreements *E-Exhibit 4-A, 4-B*.

2) Agreements between the contractor and their sites must follow 7 CFR 247.4.

D. Either party may terminate the agreement by written notice to the other, and the required advance notice is a minimum of 30 days.

E. Must agree that caseloads are determined by FANS Bureau at the county level and adjusted either higher or lower between contractors to meet the USDA goal of serving 95% or better of the average yearly and current monthly eligible participants in New Mexico.

- 1) This is based on an annual and monthly average participation determined by USDA FNS.
 - 2) Caseloads by county and or contractor may be adjusted higher or lower by FANS Bureau based on contractor utilization of assigned caseload.
 - 3) Caseloads by county and or contractor may be adjusted higher or lower by FANS Bureau as necessary to accommodate the utilization of waitlists.
 - 4) Must ensure that the annual caseload participation for their organization does not exceed their allowed annual participation.
- F.** Funding to individual contractors is based on a cost per case basis with consideration of cost of the distance round trip to tailgate and drop off sites.

2. REQUIRED ACTIVITIES

- G.** Must provide Nutrition Education to participants in accordance with 7 CFR 247.18 Nutrition Education
- 1) Work with NMSU ICAN (New Mexico State University Ideas for Cooking and Nutrition) for providing Nutrition Education services. The services include:
 - a. Placing monthly recipes in packages if ICAN isn't present at warehouse distributions, tailgates, drop-offs.
 - b. Notifying recipients of the availability of electronic and in person classes led by ICAN educators.
 - c. Providing space for in person demonstrations as allowable
 - d. Providing monthly or quarterly reports of the Nutrition Education services provided or services that will be provided. See Reports
 - 2) The following are resources for the contractor for providing Nutrition Education.
 - a. CSFP Nutrition Education [CSFP Sharing Gallery | Food and Nutrition Service \(usda.gov\)](#)
 - b. USDA SNAP Education [Supplemental Nutrition Assistance Program Education \(SNAP-Ed\) | Food and Nutrition Service \(usda.gov\)](#)
 - c. USDA Foods Available List for the CSFP [USDA Foods Available List for CSFP | Food and Nutrition Service](#)
- H.** Must provide written information on the following programs, and make referrals as appropriate per 7 CFR 247.14 (b)(c) Other Public Assistance Programs *E-Exhibit 5-A, 5-B.*
- 1) Supplemental Security Income (SSI) benefits provided under Title XVI of the Social Security Act (42 U.S.C. 1381 et seq.)

- 2) Medical Assistance provided under Title XIX of the Social Security Act (42 U.S.C. 1396 et seq.).
 - 3) Supplemental Nutrition Assistance Program (SNAP) (7 CFR parts 271-285 or 7 U.S.C. 2011 et seq.)
- I.** The contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), Section 504 of the Rehabilitation Act of 1972 (29 U.S.C. §794), The Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.); all provisions required by implementing regulation of the Department of Agriculture, Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- J.** Must determine eligibility of applicants in accordance with eligibility criteria established by USDA 7 CFR 247.9 Eligibility Requirements and HSD ISD FANS Bureau.
- K.** Must understand the fair hearing process and comply with the applicant, recipients, or their proxies right to appeal an adverse action and request a fair hearing. The contractor must train staff and volunteers in the fair hearing process. The process is described in *E-Exhibit 6-A, 6-B*.
- L.** Must distribute one (1) package of USDA CSFP Food to participants each month or two (2) USDA CSFP Food packages to participants every other month in accordance with the food package guide rates established by FNS in 7 CFR 247.10 Distribution and Use of CSFP Commodities and *E-Exhibit 7, USDA Revised Maximum Monthly Distribution Rates to Return to Full Vegetable Issuance*.
- M.** Must attend required training and meetings as mandated by USDA or by HSD ISD FANS Bureau.

N. Must develop a plan to provide training for their staff and volunteers involved with the administration of CSFP including:

- 1) Civil Rights Training available from FANS *E-Exhibit 8*
 - a. How to file a Civil Rights Complaint
 - b. Requirement to display the And Justice for All (AJFA) Poster
- 2) ICOS (Integrated CSFP Operating System – Client & Inventory Software Program. Each contractor should develop their own ICOS training.
 - a. Application Procedures and Eligibility determination for CSFP
 - b. Emphasizing the importance of applicants understanding the following section on the application:

Certification — 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 both CSFP and WIC benefits simultaneously, and 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. Improper receipt of CSFP benefits as a result of dual participation or other program violations may lead to a claim against the individual to recover the value of the benefits and may lead to disqualification from CSFP. I have been advised of my rights and obligations under the Program. I certify that the information I have provided for my eligibility determination is correct to the best of my knowledge. I authorize the release of information provided on this application form to other organizations administering assistance programs for use in determining my eligibility for participation in other public assistance programs and for program outreach purposes. (Please indicate your decision by placing a checkmark in the appropriate box.) Yes No

- 3) Complying with CSFP Rights and Responsibilities *E-Exhibit 9-A, 9-B.*
- 4) Requirement to provide written information for SSI, Medical Assistance to Qualified Medicare Beneficiaries (QMB), SNAP, and other Public Assistance Programs. *E-Exhibit 5-A, 5-B.*
- 5) Receipt, storage, distribution of CSFP Foods
 - a. Receipt of USDA trucks Instruction FNS 709, Rev. 3 *E-Exhibit 10.*
 - b. Storage of USDA Foods Policy FD-10, *E-Exhibit 11-A* and Storage of USDA Cheese *E-Exhibit 11-B.*
 - c. Must provide warehouse services for CSFP with enough space to store a three-month supply of inventory for their eligible recipient base for the

- county or counties they plan to serve. The storage must consist of dry and cooler space.
- d. Must provide space at warehouse distributions, distribution sites, and drop off sites to maintain privacy for eligibility determinations and distribution of CSFP USDA Foods to eligible recipients per 7 CFR 247.36 Confidentiality of Applicants or Participants.
 - i. Maintain confidentiality forms for staff and volunteers. *E-Exhibit 12-A, 12-B.*
 - e. Must ensure that space used for the distribution of food can accommodate the number of recipients expected. Must ensure the space is safe for distribution for recipients, staff, and volunteers.
 - f. Agrees that CSFP USDA Foods are ordered by HSD ISD FANS, a USDA approved CSFP Agency designated by USDA SWRO or HSD ISD FANS or by the individual contractor if required by USDA.
- 6) Must fully cooperate with and participate in program reviews conducted by HSD ISD FANS (New Mexico Human Services Department, Income Support Division, Food and Nutrition Services Bureau) also identified as the SA (State Agency), and/or USDA to achieve full compliance.
 - 7) Must annually monitor all distribution site operations for drop-offs under the authority of the contractor using the approved Distribution Site Review Forms *E-Exhibit 13-A, 13-B*
 - 8) Must request permission to distribute Retroactive Food Packages. *E-Exhibit 14-A, 14-B.*
 - 9) Must provide a plan for missed distributions within the same month.
 - a. Inclement Weather
 - b. Equipment Breakdowns
 - c. Staff/Volunteer Shortages

3. REQUIRED REPORTING

- O.** End – Of – Month (EOM) Reports are Due by the 10th of the following month. The reports should be emailed to the CSFP Manager
- 1) ICOS Participation by Site Form – electronically signed.
 - 2) ICOS Distribution Product Report – Used to submit Manual Participation
 - a. USDA requires reporting the participation of recipients in the months of the intended received packages.

- 3) FNS 153: The ICOS Form
- 4) FNS 153: Manual Form *ATTACHMENT 15 -A*, No Signature Required
 - a. Requested Sections must be in Units.
 - b. WBSCM CSFP Item # use the USDA/ICOS Description *E-Exhibit 15-B, FY 2023 CSFP Foods Available*
 - c. Starting Inventory
 - d. Received Inventory
 - e. Inventory distributed that month. This includes inventory distributed for the following month.
 - f. Inventory used for Nutrition Education
 - g. Inventory Lost or Damaged
 - h. Inventory Adjustments – Positive and/or Negative
 - i. Remaining Inventory
- 5) End – Of – Month (EOM) Physical Inventory *E-Exhibit 16*. No Signature Required. Due by the 10th of the following month.
 - a. Must Perform Physical inventory monthly, and at the request of HSD ISD FANS and/or USDA SWRO.
 - b. Physical inventory sheets may be compiled into one report, but the unedited count sheets must be submitted with a compiled report.
- 6) End – Of – Month (EOM) Inventory Adjustment Form. Due by the 10th of the following month.
 - a. ICOS adjustments should be made after the physical inventory is completed and prior to the first day of the following month.
 - b. Explanations for adjustments are available in ICOS. If additional explanations are needed those can be added on the ICOS Inventory Adjustment Form, submitted on an additional sheet, or noted on the Manual FNS 153 submitted.
- 7) FNS 191 report from ICOS is due annually by May 31.
- 8) Must annually provide FANS with the site name, address, contact name, contact phone number of each distribution site.
 - a. The report is due July 30.
 - b. Must provide updates to FANS for change of site name, address, contact name, contact phone within 30 days of a permanent change.
 - c. For Tailgates provide the time of distribution, regular week, and day (ex. 3rd Wednesday), for Drop-Offs include delivery day, estimated time of drop-off, day, or days of distribution.

- d. The following changes should be reported via email and made in ICOS (if applicable) when they occur:
 - i. Change in the day of distribution if not due to a holiday.
 - ii. Change in the time of distribution.
 - iii. Change in contact person.
 - iv. Change in contact phone number.
- 9) Must maintain current WBSCM (Web Based Supply Chain Management) access for appropriate staff per *E-Exhibit 10*, FNS 709-5, Rev. 3
- a. Receipt orders in WBSCM within two (2) calendar days as required by USDA.
 - b. Maintain and understand Multi Food delivery dates from the National Warehouse.

4. REQUIRED RECORDKEEPING

- 10) All records must be retained for a period of three (3) years from the end of the Federal Fiscal year to which they pertain, or if they are relate to unresolved claims actions, audits, or investigations, until those activities have been resolved in accordance with 7 CFR 247.29 Reports and Recordkeeping.
- a. The Federal Fiscal Year is October 1 – September 30.
- 11) All records must be available during normal business hours for use in management reviews, audits, investigations, or reports of the General Accounting Office in accordance with 7 CFR 247.29 Reports and Recordkeeping.
- 12) Must maintain accurate and complete records relating to the receipt, disposal, and inventory of CSFP USDA Foods, the receipt and disbursement of administrative funds, eligibility determinations, fair hearings, nutrition education and other program activities in accordance with 7 CFR 247.29 Reports and Recordkeeping.

There are 16 Exhibits to this contract e-Exhibits, are posted on the ISD website for review and use at

[Commodity Supplemental Food Program | New Mexico Human Services Department \(state.nm.us\)](http://state.nm.us)

<https://www.ecfr.gov/current/title-7/section-247.4>

7 CFR 247.4 Agreements

(a) ***What agreements are necessary for agencies to administer CSFP?*** The following agreements are necessary for agencies to administer CSFP:

(1) ***Agreements between FNS and State agencies.*** Each State agency must enter into an agreement with FNS (Form FNS-74, the Federal-State Agreement) prior to receiving commodities or administrative funds;

(2) ***Agreements between State agencies and local or redistributing agencies.*** The State agency must enter into written agreements with local or redistributing agencies prior to making commodities or administrative funds available to them. The agreements must contain the information specified in [paragraph \(b\)](#) of this section. Agreements between State and local agencies must also contain the information specified in [paragraph \(c\)](#) of this section. Copies of all agreements must be kept on file by the parties to the agreements; and

(3) ***Agreements between local and redistributing agencies and other agencies.*** The State agency must ensure that local and redistributing agencies enter into written agreements with other agencies prior to making commodities or administrative funds available to these other agencies. The agreements must contain the information specified in [paragraph \(b\)](#) of this section. Copies of all agreements must be kept on file by the parties to the agreements.

(b) ***What are the required contents of agreements?*** All agreements described under [paragraphs \(a\)\(2\)](#) and [\(a\)\(3\)](#) of this section must contain the following:

(1) An assurance that each agency will administer the program in accordance with the provisions of this part and with the provisions of [part 250 of this chapter](#), unless they are inconsistent with the provisions of this part;

(2) An assurance that each agency will maintain accurate and complete records for a period of three years from the close of the fiscal year to which they pertain, or longer if the records are related to unresolved claims actions, audits, or investigations;

(3) A statement that each agency receiving commodities for distribution is responsible for any loss resulting from improper distribution, or improper storage, care, or handling of commodities;

(4) A statement that each agency receiving program funds is responsible for any misuse of program funds;

(5) A description of the specific functions that the State, redistributing, or local agency is delegating to another agency; and

(6) A statement specifying:

- (i) That either party may terminate the agreement by written notice to the other; and
- (ii) The minimum number of days of advance notice that must be given. (The advance notification period must be at least 30 days.)

(c) ***What other assurances or information must be included in agreements between State and local agencies?*** In addition to the requirements under [paragraph \(b\)](#) of this section, agreements between State and local agencies must contain the following:

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

(d) ***What is the duration of required agreements?*** Agreements between FNS and State agencies are considered permanent, but may be amended at the initiation of State agencies or at the request of FNS. All amendments must be approved by FNS. The State agency establishes the duration of agreements it signs with local agencies or subdistributing agencies. The State agency may establish, or permit the local or subdistributing agency to establish, the duration of agreements between local or subdistributing agencies and other agencies. However, State and local agencies must comply with the requirements in [§ 250.4 of this chapter](#) when entering into agreements with other entities.

(Approved by the Office of Management and Budget under control numbers 0584-0067, 0584-0293)

[[70 FR 47063](#), Aug. 11, 2005, as amended at [85 FR 68721](#), Oct. 30, 2020]



HEALTH CARE AUTHORITY

STATE OF NEW MEXICO COMMODITY SUPPLEMENTAL FOOD PROGRAM FEDERAL FISCAL YEAR 2024

STATE PLAN AND CASELOAD



NEW MEXICO HEALTH CARE AUTHORITY
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
STATE PLAN – FEDERAL FISCAL YEAR 2024

INTRODUCTION

This State Plan of Operation sets forth the procedures in accordance with 7 CFR Part 247 as applicable to be utilized in the administration of the Commodity Supplemental Food Program (CSFP) in New Mexico. This program is recognized as the New Mexico Senior Food Box Program.



The United States Department of Agriculture (USDA) administers CSFP nationally to provide supplemental foods for a target group of low-income seniors over sixty years of age. This target group must meet income eligibility guidelines.

This plan covers the Federal Fiscal year 2024 as required by USDA. New Mexico Commodity Supplemental Food Program is an effective and accessible nutrition (food) service program that provides for senior low-income recipients that may be facing food insecurity. Food insecurity is defined as: Limited or uncertain availability of nutritionally adequate and safe foods or limited of uncertain ability to acquire acceptable foods in socially acceptable ways (USDA Economic Research Services). To alleviate these food insecurities each month NMCSFP will provide supplemental food packages to approximately 11,655 seniors residing in 29 of 33 counties throughout the state. USDA approves requests and notifies us of the effective date for any changes.

New Mexico is requesting to increase our current 2024 Caseload from 10,169 to 11,655.

In accordance with Part 7 CFR 247.4, New Mexico submitted form FNS – 74 Federal – State Agreement, Child Nutrition and Food Distribution Programs, indicating New Mexico Health Care Authority (NM HCA or HCA) as the responsible agency for CSFP along with the other Food Distribution Programs.

STATE AND LOCAL AGENCY (LA) IDENTIFICATION (7 CFR 247.7)

HCA contracts with federally recognized non-profit or government organizations that receive, store, and deliver USDA foods to participating agencies throughout New Mexico. HCA works in conjunction with contractors to prepare food orders, complete federal reports, conduct program monitoring, administer grant funds, provide training, and act as a liaison between federal agencies and New Mexico CSFP contractors.

HCA conducted a competitive bid (Request for Proposal – RFP) to procure services to administer CSFP in all counties in New Mexico. New Mexico HCA received responses from 4 contractors to provide services in 29 of 33 counties. Contracts were executed with a term beginning October 2023 and ending September 30, 2027. The NM HCA will complete amendments for funding throughout the contract period.

Caseload will be shifted between contractors as needed to better utilize the caseload awarded by USDA. HCA will monitor the monthly caseload utilization by the contractors. Contractors underutilizing caseload are subject to having ½ of their unused caseload shifted to another contractor as warranted. Shifting ½ of the unused caseload allows the contractor the opportunity to meet the goal of full utilization while providing the opportunity to increase caseload for other contractors meeting caseload utilization goals.

CASELOAD ASSIGNMENT (7 CFR 247.21)

New Mexico HCA has a current caseload of **12,860** slots for CSFP. This caseload is assigned to partnered agencies to service CSFP clients through contract amendments that are updated as needed. The following 2 tables reflect the updated caseload slots for CSFP in the current and upcoming FFY.

FFY 2023 CASELOAD ASSIGNMENTS

IMPLEMENTING AGENCY	COUNTIES SERVED	CASELOAD SLOTS
ECHO, Inc. 1921 E. Murray Dr. Farmington, NM 87401	Bernalillo, Catron, Cibola, Grant, Hidalgo Los Alamos, McKinley, Rio Arriba, Sandoval, San Juan, Santa Fe, Valencia	5,410
Loaves & Fishes, Inc. 320 Southgate Ct. Las Cruces, NM 88005	Doña Ana, Luna, Otero (Alamogordo & Tularosa), Sierra	4,800
The Salvation Army 612 W. College Rd. P.O. Box 897 Roswell, NM 88202	Chaves, Colfax, Curry, De Baca, Eddy, Guadalupe, Harding, Lea, Lincoln, Mora, Otero (Mescalero), Quay, Roosevelt, San Miguel, Socorro, Taos, Torrance, Union	2,650
	TOTAL NM CASELOAD	12,860

FFY 2024 CASELOAD ASSIGNMENTS

IMPLEMENTING AGENCY	COUNTIES SERVED	CASELOAD SLOTS
ECHO, Inc. 1921 E. Murray Dr. Farmington, NM 87401	Bernalillo, Catron, Cibola, Grant, Hidalgo Los Alamos, McKinley, Mora, Rio Arriba, Sandoval, San Juan, Santa Fe, Taos, Valencia	4,400
Loaves & Fishes, Inc. 320 Southgate Ct. Las Cruces, NM 88005	Doña Ana, Luna, Otero (Alamogordo & Tularosa), Sierra	4,200

The Salvation Army 612 W. College Rd. P.O. Box 897 Roswell, NM 88202	Chaves, Eddy, Lea, Lincoln, Otero (Mescalero), San Miguel, Socorro, Torrance	1,069
Food Bank of Eastern New Mexico 2217 E. Brady Ave. Clovis, NM 88101	Curry, De Baca, Guadalupe, Quay, Roosevelt	500
TBD	Colfax, Harding, Los Alamos, Union	0
	TOTAL NM CASELOAD	10,169

The Contractors through September 30, 2027:

1. ECHO, Inc. (Economic Council Helping Others)
 - 1921 E. Murray Dr.
Farmington, NM 87401
 - a. ECHO, Inc. Warehouse
401 S. Commercial
Farmington, NM 87401
 - b. ECHO, Inc. Warehouse
300 Menaul NW, Suite 226
Albuquerque, NM 87107
2. Loaves & Fishes, Inc.
320 Southgate Ct.
Las Cruces, NM 88005
3. The Salvation Army Roswell Corps
612 College Blvd.
P.O. Box 897
Roswell, NM 88202
 - a. The Salvation Army Roswell Corps Warehouse
207 B, E. Chisum
Roswell, NM 88203
4. Food Bank of Eastern New Mexico
2217 E. Brady Ave.
Clovis, NM 88101

**STATE PROVISION OF ADMINISTRATIVE FUNDS TO LOCAL AGENCIES
(7 CFR 247.23)**

In FFY 2024, NM CSFP funding was at \$1,070,399.00 and an annual caseload of 10,169.

USDA FINAL ADMINISTRATIVE FUNDING - FFY 2024	
ADMIN/GRANT/SLOT/YEAR	\$98.74
Grant/Slot/Month	\$8.22
Grant/Slot/Oct – Dec 2022	\$24.68
Grant/Slot/Jan – Dec 2023	\$74.05

Projected funding is allocated to CSFP service providers at a percentage rate of 90% and up to 10% remaining at the state office. Any amounts not retained at the state office are passed onto the service providers. These funding allocations provide for the optimal use of funds in which CSFP providers can have the most impact.

1. Improve food insecurity of low-income seniors.
2. Enhance accessibility to CSFP and ensure quality service to eligible participants.
3. Retain and recruit skilled staff for program operations and enhanced service delivery.
4. Provide the maximum amount feasible to help to offset operational costs such as fuel cost, maintenance on aging equipment, labor cost, and health care cost.

FUNDS FOR CASELOAD AMENDMENTS

NAME OF CONTRACTOR	2024 CURRENT AMOUNTS	2025 PROPOSED AMOUNTS
ECHO, Inc.	\$417,000.00	\$550,000.00
Loaves & Fishes, Inc.	\$360,300.00	\$500,000.00
Food Bank of Eastern New Mexico	\$72,000.00	\$100,000.00
The Salvation Army Roswell Corps	\$114,000.00	\$200,000.00
TBD	\$0.00	\$0.00
Total for Contractors	\$963,300.00	\$1,350,000.00

*2024 Proposed Amounts are contingent on Federal Funding provided by Congress to USDA for FFY 2024.

TOTAL FUND ALLOCATION

FFY 2025 USDA ADMINISTRATIVE FUND ALLOCATION

TOTAL	10% RETAINED BY STATE AGENCY	ADMINISTRATIVE FUNDS FOR CONTRACTORS
\$1,500,000.00	\$150,000.00	\$1,350,000.00

The above amounts may be adjusted to accommodate rounding to the nearest amount that corresponds to caseload assignment.

2023 GOALS/ACCOMPLISHMENTS

1. We are adding a contractor, Food Bank of Eastern New Mexico, in Clovis, NM. They are a current TEFAP Contractor. They were awarded counties previously served by The Salvation Army Roswell Corps. Having contractors in Clovis and Roswell provides the opportunity to reach more seniors in rural areas and to maintain our statewide caseload.
2. The contractors found solutions and sources to meet their obligations of costs despite rising costs in the following areas.
 - a. Increased fuel costs
 - b. Increased truck rental costs.
 - c. Increased state minimum wages.
 - d. Increased supply costs of boxes/packages, printing, packing tape.
3. Our contractors worked with the New Mexico Senior Farmer's Market Nutrition Program (SFMNP) to supply fresh produce with CSFP packages in areas that don't have a Farmer's Market.

LOCAL DISTRIBUTION (7 CFR 247.10)

The State of New Mexico contracts with several Non-Profit Organizations for the storage and distribution of CSFP USDA Foods. These agencies are responsible for providing staff and volunteers to pack and distribute food packages at local sites. The package of supplemental USDA foods includes the following categories of items: fruits and juice; vegetables; UHT fluid and instant nonfat dry milk; meat, poultry, and fish; canned beans, dry beans, and peanut butter plant-based protein; ready to eat and hot cereals; pasta and rice; and cheese. The average cost to USDA for FFY 2023 is \$35.02 per package. The packages are distributed monthly or bi-monthly at scheduled tail gate/drop off sites or the food packages are picked up by recipients at the contractor warehouses. The local agencies gather participation data and provide monthly inventory reports. The local agencies are responsible for monitoring local distribution sites and coordinating nutrition education. The local agencies act as a liaison between state agencies and local sites. Distribution sites are selected in areas of the greatest need that show a deficiency in food distribution services.

CERTIFICATION – COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP) – IMPLEMENTATION OF THE AGRICULTURE IMPROVEMENT ACT OF 2018 (P.L. 115 – 334)

All certification data will be recorded on a CSFP application, certification form, or in an NM HCA approved database. The information recorded includes:

1. Applicant's Name
2. Address
3. Phone Number (if provided)
4. Date of Birth
5. Name(s) of Authorized Proxy or Proxies
6. Individual or Household Income as Applicable
7. Date of Visit to apply for program participation.
8. Applicant's Rights and Responsibilities as described at 7 CFR 247.12.
9. The Required Statement in 7 CFR 248.8, will be read by, or to, the applicant, caretaker, or proxy.
10. The current non-discrimination statement.
11. Applicant's Signature or Digitally Approved Signature

12. Date of Certification or Denial

13. Name or other means of Identifying the Person Making the Eligibility Determination.

New Mexico allows the use of electronic applications and signatures for CSFP applications. The FANS Bureau is working with NM HCA management to implement the technical aspects of receiving and accepting electronic applications, electronic certifications, and electronic signatures. New Mexico HCA accepts verbal attestation of the applicant, caretaker, or proxy, over the phone. The contractor must subsequently obtain the applicant's, caretaker's, or proxy's signature electronically or on a paper application. Verification of the applicant's identity and age, and the caretaker's, or proxies' identity will be confirmed when the applicant, caretaker, or proxy, sign the application (paper or electronically). The applicant's, caretaker's, or proxies' identity is verified each time when picking up recipients' food packages.

Per the Agriculture Improvement Act of 2018 (Farm Bill) (P.L. 115 – 334) signed into law on December 20, 2018, Section 4102 of the Farm Bill changed CSFP certification requirements outlined in 7 CFR 247.16 effective immediately.

For elderly persons, the State agency must establish certification periods that may not exceed 12 months in length. However, the State agency may authorize local agencies to extend the certification period without a formal review of eligibility for 2 additional 12-month periods, as long as the following conditions are met:

1. The person's address and continued interest in receiving program benefits are verified; and
2. The local agency has sufficient reason to believe that the person still meets the income eligibility standards (e.g., the elderly person has a fixed income).

New Mexico CSFP was approved to extend the certification period without a formal review of eligibility for 2 additional 12-month periods.

During Times of Disaster and Pandemic:

1. Applications may be completed and signed by CSFP agency staff and volunteers by phone or in the presence of the applicant, caretaker, or proxy.
2. Agency staff and volunteers completing applications must read the USDA Civil Rights statement and the required CSFP statement for completing applications to the applicant, caretaker, or proxy.
3. The local agency must subsequently get the client's signature for applications once the disaster or pandemic has ended and it is safe for applicants, agency staff, and volunteers.
4. Agency staff may serve as proxies for applicants and recipients without a separate proxy.
5. Agency staff or volunteers may sign for receipt of USDA CSFP food packages. Signatures for receipt of USDA CSFP Food Packages is accomplished by signing Rosters or Menus generated by ICOS (New Mexico's Integrated CSFP Operating System) or another approved electronic database.
6. This program will continue to be self-declared income and residency.
7. Routine procedures will resume once the disaster or pandemic has ended.

CATEGORICAL ELIGIBILITY (7 CFR 247.9)

Certification for participation requires categorical eligibility in the following category:

- Seniors who are 60 years of age or older.

INCOME CRITERIA (7 CFR 247.9)

The income criteria used to determine program eligibility is:

- Age 60 and older \leq 130% of the federal poverty guidelines.
- Household income is self-declaration by the applicant, recipient, or authorized proxy and is recorded electronically or by a trained certification worker at the qualified local agency.
- Separate Household Status is allowed for Households Purchasing and/or Preparing Separately.

AGE DETERMINATIONS (7 CFR 247.9)

The client's age will be determined at the time of application or subsequently when applicant, recipient, or authorized proxy, picks up food at the next distribution. Verification of age is determined through the presentation of an official document or copy of an official document that shows their age and name. Examples of acceptable documents are picture ID, Birth Certificate, Baptismal Record, Hospital Record, etc. Picture ID's do not need to be current or from this state or county.

RESIDENCY REQUIREMENTS (7 CFR 247.9 e (2))

Residency is self-declaration of the applicant, recipient, or authorized proxy, of the applicant's or recipient's current mailing or physical address. Local agencies serve residents of the counties they are responsible for unless previously approved by FANS.

NUTRITIONAL RISK CRITERIA (7 CFR 247.9 e (1))

Nutritional risk criteria will not be used to certify clients for CSFP in New Mexico. Certification is based on Age, Income Eligibility, and Residency.

WAITING LIST PROCEDURES (7 CFR 247.11)

Contractors have a maximum caseload established annually based on the state number of slots and funding provided by USDA SWRO. This can include potentially eligible clients in the contractors' service area. The contractors determine when a maximum caseload is reached at a site. The contractors have the flexibility to adjust the individual distribution site caseloads as needed up to their maximum agency caseload. Contractor caseload assignments are assessed at a minimum annually and may be adjusted by the state as needed. Contract Amendments for funding to support shifts in caseload between contractors are implemented as warranted.

If all slots are currently filled/utilized, a waiting list must be established. Currently ICOS is programmed to begin waitlists per contractor. FANS with the individual contractors determine how many eligible recipients a contractor should have to serve their maximum caseload consistently without overserving on an annual or monthly average basis. When a list is established for CSFP, Contractors should continue to accept applications and will inform applicants that they are being placed on a waiting list. Applicants will be notified as soon as there is an opening in the CSFP program. USDA and New Mexico allow for one-month certifications to effectively utilize current caseload.

HOMEBOUND PROCEDURES (7 CFR 247.5 c (7))

Local agencies are required to meet the special needs of homebound recipients as much as possible. Local agencies allow designated volunteers and authorized proxies to pick up food packages for eligible recipients. Local agencies work with New Mexico's Area Agency on Aging, New Mexico's Aging and Long-Term Services Department, and New Mexico Department of Health – Senior Farmer's Market Nutrition Program, to identify potential homebound applicants/participants.

Contractors that opt to use a private or non-profit delivery company to deliver food packages to participants must execute an agreement that will ensure all program requirements are met. The delivery service cannot commence until HCA/FANS is notified and provided with a copy of the agreement between the contractor and the delivery company. The contractor must follow all applicable procurement regulations unless the delivery company is providing the services free of charge. The agreement with the delivery company does not permit the delivery company to perform key contractor responsibilities such as certifying participants. The delivery company's employees are not considered proxies for participants. Food packages must be delivered directly to participants, caretakers, or authorized proxies. The contractor will ensure the delivery company maintains safe handling of food packages, verification of participant/proxy identification, proper record keeping, and protection of privacy of participants.

COST EFFECTIVE CLAIMS STANDARDS (7 CFR 247.30)

The HCA, New Mexico Senior Food Box Program (CSFP) has established the following cost-effective claim standard:

“The pursuit of a claim against a participant to recover the value of CSFP USDA Foods improperly or fraudulently obtained, or misused, is cost-effective when the value exceeds \$1200.00 retail value, or twelve (12) months of CSFP benefits. Local agencies are required to use this standard in determining if a claim is to be pursued and to pursue claims in accordance with 7 CFR 247.30 and New Mexico Policies and Procedures.”

NOTIFICATION OF FAIR HEARINGS AND ILLEGALITY OF DUAL PARTICIPATION (7 CFR 247.8 (b), 7 CFR 247.19, 7 CFR 247.20)

At the time of certification and re-certification, applicants and recipients are informed in writing of their right to a fair hearing and may appeal any decision made by the local agency regarding denial of termination from the program. Additionally, applicants and recipients are informed of the following:

- The standards for participation in the New Mexico Senior Food Box Program (CSFP) are the same for everyone regardless of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. All nondiscrimination and Civil Rights policies will apply.
- Nutrition Education will be made available to all approved applicants and recipients.

Implementing agencies are required by contract to follow all related CFR language regarding dual participation in the New Mexico Senior Food Box Program (CSFP) at more than one distribution site. This includes a statement on the application which advises the applicant, recipient, and their proxies, that they may not receive more than one food package per month

or more than two food packages every other month. Participants found to be committing dual participation must be discontinued and notified in writing in accordance with 7 CFR 247.17. The state and local agencies will cross reference applications and re-certifications to identify potential dual participation. Other program violations include giving false information, selling USDA Foods, physical abuse of program staff.

REFERRALS TO OTHER HEALTH AND SOCIAL SERVICES (7 CFR 247.14)

New Mexico Senior Food Box (CSFP) clients will receive referrals to other health and social service programs as follows:

- FANS Bureau requires our local agencies to utilize CSFP Referral Services electronic or paper document. It includes the required information for Supplemental Security Income, Medicare and Medicaid, and SNAP. It provides information for accessing other public assistance programs.
- The CSFP Referral Services handout is available to every CSFP client at application and is made available at every distribution.
- Other information to assist clients with housing needs and other services is offered at CSFP Certification sites.

OUTREACH (7 CFR 247.5 (a) 7)

NM HCA outreach plan for CSFP

- NM HCA agencies continue to partner with the New Mexico Department of Health (NMDOH) – Senior Farmer’s Market Nutrition Program (SFMNP) to inform potentially eligible recipients how to access the program. DOH – SFMNP refers potentially eligible CSFP recipients how to access the New Mexico Senior Food Box Program
- NM HCA posts CSFP contact information and eligibility criteria on the HCA public website.
- CSFP information is electronically available to all HCA staff via the staff Training Library and Community Resources Library.
- FANS and ECHO, Inc. continue to work together to reach as many eligible recipients as possible on the Eastern Navajo Reservation in New Mexico and on New Mexico’s Pueblos currently not receiving CSFP.

NUTRITION EDUCATION (7 CFR 247.18)

Implementing agencies shall ensure that nutrition education is available to all eligible participants in CSFP. CSFP contractors will work with SNAP-ED (Supplemental Nutrition Assistance Program Education) implementing agency to provide nutrition education and nutrition education materials. All nutrition education is conducted at the local level. HCA has included nutrition education websites in the Policies and Procedures Manual.

Local Agencies are responsible for providing nutrition education materials to all recipients. At a minimum, Local Agencies are required to provide monthly education. They report their activities in a monthly or quarterly report. HCA is responsible for New Mexico SNAP-Ed. The SNAP-Ed state plan includes the activities and goals of ICAN (Ideas for Cooking and Nutrition) implemented by New Mexico State University to provide nutrition education services to increase healthy eating habits to low-income seniors receiving CSFP.

REPORTS AND RECORD KEEPING (7 CFR 247.29)

HCA Administrative Services Division submits FNS 269A financial status report. The HCA ISD (Income Support Division), FANS (Food and Nutrition Services) Bureau submits FNS 153's, FNS 425's, and FNS 191.

STORAGE AND DISTRIBUTION SYSTEM (7 CFR 247.7)

Each Local Agency has a main warehouse for storing food supplies. Annual Inventory Counts by HCA and Inspections of the sites are part of our annual evaluations. Local Agencies use HCA ISD FANS approved software programs to track recipient participation and information, and to track inventory receipts and distributions. This information is used to file the required monthly, quarterly, and annual reports to USDA.

CSFP State Agency/ITO Worksheet
2024 Base Caseload Calculation* & Additional Caseload Request
 -- USE FOR 2024 CALCULATIONS ONLY --

PLEASE COMPLETE ALL FIELDS IN **YELLOW** FOR **STEPS I THROUGH IV.**

STEP I (IDENTIFY YOUR STATE/ITO): Enter your State/ITO name.

STEP II (BASE CASELOAD CALCULATION):

Enter your State's/ITO's current 2023 caseload and monthly participation data for fiscal year (FY) 2023.
 FY 2023 participation data should match actual FNS-153-reported data.

State	New State/ITO in 2023? Y/N?	2023 Base Caseload	2023 Additional Caseload	2023 Final Caseload	Actual Program Participation by Month for Fiscal Year (FY) 2023												Anticipated Oct-23	A Annual Average	B Final Quarter Average	Highest of A & B	2024 Base Caseload*
					Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23					
Sample State/ITO W	N	70	30	100	99	97	94	94	93	95	94	95	96	97	99	99	99	99	99	99	
Sample State/ITO X	N	50	0	50	49	50	51	50	52	51	50	50	50	49	49	52	50	50	50	50	50
Sample State/ITO Y	N	150	50	200	199	201	198	202	200	201	202	200	201	201	202	202	201	201	202	202	200
Sample State/ITO Z	Y	175	15	190	180	175	177	201	199	190	198	177	183	185	183	183	170	180	184	180	190
New Mexico	N	10624	2236	12,860	10,320	10,536	9,982	10,019	9,753	10,020	9,811	9,098	9,798	9,828	10,644	10,035	10,500	9,987	10,189	10,186	10,169

Your State's/ITO's Calculated Base Caseload*: <=Field to the left will automatically calculate once data above is entered.

Fields above will automatically calculate once 2023 caseload and monthly participation data are entered.

STEP III (ADDITIONAL CASELOAD ELIGIBILITY AND REQUEST):

Enter your State's/ITO's request for additional caseload, if applicable, which should be over and above your State's/ITO's calculated base caseload.

Base Caseload*: <=Field to the left will automatically calculate once data for **STEP I** is entered.

Eligible for Additional Caseload?*: <=Field to the left will automatically calculate once data for **STEP I** is entered.

Additional Caseload Request: <=If eligible for additional caseload, enter your additional caseload request here.

Total Caseload Requested: <=Field to the left will automatically calculate once data above is entered.

Verification of Accuracy: <=Click on white box verifying that all information above is accurate. After checking white box, go to **STEP IV** below.

*Assumes sufficient resources available to support base caseload. Per CSFP regulations, base caseload may not exceed total caseload for the previous caseload cycle.

STEP IV (SUBMISSION):

If requesting additional caseload, please submit the following items to your FNS Regional Office by **November 5, 2023**:

- 1) This CSFP State Agency Worksheet,
- 2) Your State Plan Amendment, and
- 3) Any other information in support of your State's/ITO's request for additional caseload.



Food and
Nutrition
Service

DATE: April 18, 2024

SUBJECT: Commodity Supplemental Food Program (CSFP): Caseload Assignments for the 2024 Caseload Cycle and Administrative Grants

TO: Regional Directors
Supplemental Nutrition Programs
All Regional Offices

State Directors
CSFP State Agencies
All CSFP State Agencies

1320
Braddock
Place
Alexandria,
VA
22314

On March 9, 2024, President Biden signed the Consolidated Appropriations Act, 2024 (P.L. 118-42) into law, which provides \$389 million for the Commodity Supplemental Food Program (CSFP) for fiscal year (FY) 2024. Based on this funding level and available resources, the Food and Nutrition Service (FNS) is issuing a final national caseload allocation of 730,000 slots for the 2024 caseload cycle (January 1, 2024, to December 31, 2024). This final national caseload level ensures that resources are sufficient to provide full food packages to participants throughout the caseload cycle. FNS is allocating final caseload and administrative grants for 2024 to CSFP State agencies, including Indian Tribal Organizations (ITOs) and U.S. Territories, as provided below.

Final Caseload Assignments

In accordance with CSFP regulations at 7 CFR Part 247, base caseload is equal to the highest of (1) average monthly participation in FY 2023 or (2) average monthly participation in the last quarter of FY 2023. Although CSFP regulations permit September-only participation data to be used to determine base caseload in certain limited circumstances, these regulatory criteria were not met for any State agency for 2024 because the Consolidated Appropriations Act, 2023 (P.L. 117-328) was signed prior to February 15, 2023.

CSFP regulations further provide that for each CSFP State agency, calculated base caseload for 2024 cannot be greater than total assigned caseload for 2023. Current resources are sufficient to support each State agency's base caseload for the 2024 caseload cycle. Additionally, because several State agencies did not fully use their 2023 assigned caseload, total calculated national base caseload is 714,687 slots, leaving 15,313 additional caseload slots available for allocation.

The 15,313 available additional caseload slots are being allocated among all eligible State agencies that requested additional caseload. Each of these State agencies is being allocated a proportional share of the total available caseload slots based on its base caseload, up to its total additional caseload request. Where a proportional share exceeds any State agency's

additional caseload request, the remaining caseload is being allocated proportionally to the remaining States.

Per program regulations at 7 CFR 247.21(a)(2), CSFP State agencies must achieve a participation level which was equal to or greater than 95 percent of assigned caseload for the previous caseload cycle in order to be eligible for additional caseload, based on the performance periods referenced above.

Caseload Use and Food Orders in 2024

Program regulations require that CSFP State agencies ensure that program participation levels do not exceed assigned caseload on an average monthly basis. Each State agency's caseload represents the maximum number of individuals the State agency can serve on an average monthly basis. In order to ensure sufficient food resources are available to serve CSFP participants throughout the year, any State agencies currently exceeding 2024 caseload assignments must work to reduce participation levels to reflect such assignments. At the same time, CSFP State agencies must attempt to fully use their 2024 caseload assignments. In order to efficiently use caseload, State agencies must monitor monthly participation carefully. Per CSFP regulations at 7 CFR 247.21, caseload assignments in 2025 will depend on resources available and each CSFP State agency's caseload use this year.

It is crucial that CSFP State agencies manage caseload and USDA Foods in the most efficient manner possible. State agencies are required to accurately track and maintain appropriate inventory levels. Regulations at 7 CFR part 250 prohibit CSFP State agency-level inventories from exceeding three (3) months on-hand without approval from FNS.

FNS Regional Offices (ROs) should closely monitor State agencies' year-to-date participation levels and food orders. FNS ROs must reduce food orders, if needed, to ensure that State agencies do not exceed their assigned caseloads or over-order USDA Foods.

Administrative Grant per Assigned Caseload Slot

The Agriculture and Consumer Protection Act of 1973 (P.L. 93-86), as amended, mandates an administrative grant per assigned caseload slot be adjusted each fiscal year to reflect inflation. The mandatory grant per assigned caseload slot for FY 2024 is \$98.74.

The attached chart, Attachment A, displays final caseload assignments and administrative grants for each State agency. Administrative funds for use over the remainder of the FY are subject to apportionment by the Office of Management and Budget. We will keep you informed regarding the availability of such funds.

CSFP State agencies should address questions to their FNS Regional Offices, which may in turn contact the Policy Division, Food Distribution Policy Branch.

/Signature on File

Diane M. Kriviski
Associate Administrator
Supplemental Nutrition and Safety Programs

Attachment

California	107,559	103,435	96.17%	107,425	99.88%	107,425	3,475	110,900	\$2,654,556	\$8,212,145	\$10,866,701	\$1,314,065	\$1,192,014	\$520,213	\$1,150,684	\$882,909	\$5,806,816
Hawaii	3,685	3,116	84.56%	3,226	87.54%	3,226		3,226	\$90,946	\$238,885	\$329,831	\$45,020	\$40,839	\$17,823	\$39,423	\$25,683	\$161,043
Idaho	2,200	2,199	99.94%	2,268	103.08%	2,200	75	2,275	\$54,296	\$168,464	\$222,760	\$26,878	\$24,381	\$10,640	\$23,536	\$18,112	\$119,213
Nevada	5,145	4,548	88.40%	4,983	96.84%	4,983	207	5,190	\$126,979	\$384,320	\$511,299	\$62,857	\$57,019	\$24,884	\$55,042	\$41,319	\$270,178
Oregon	2,243	2,119	94.48%	2,182	97.30%	2,182	61	2,243	\$55,357	\$166,094	\$221,451	\$27,403	\$24,858	\$10,848	\$23,996	\$17,857	\$116,489
Shingle Springs	600	390	64.96%	400	66.72%	400		400	\$14,808	\$29,620	\$44,428	\$7,330	\$6,649	\$2,902	\$6,419	\$3,185	\$17,943
Washington	6,154	5,170	84.01%	5,463	88.77%	5,463		5,463	\$151,881	\$404,535	\$556,416	\$75,184	\$68,201	\$29,764	\$65,836	\$43,493	\$273,938
WRO Total	130,332	123,338		128,526		128,458	3,818	132,276	\$3,216,594	\$9,795,038	\$13,011,632	\$1,592,285	\$1,444,393	\$630,355	\$1,394,313	\$1,053,090	\$6,897,196
Total:	760,547	695,833		715,272		714,687	15,313	730,000	\$18,770,300	\$54,056,499	\$72,826,799	\$9,291,722	\$8,427,045	\$3,678,416	\$8,136,458	\$5,811,753	\$37,481,405

a/ Administrative Grants per Slot are rounded to the second decimal and administrative funding allocations are rounded to the nearest whole number.

b/ Administrative funds subject to apportionment by the Office of Management and Budget, under a Continuing Resolution or Full Year Appropriations.

Attachment A

**2024 CSFP Caseload
and Administrative Funding**

2024 Administrative Grant/Slot/Year:	\$98.74
Grant/Slot/Month:	\$8.22
Grant/Slot/Oct.-Dec.:	\$24.68
Grant/Slot/Jan.-Sept.:	\$74.05

State/Indian Tribal Organization	2023 Final Caseload	FY23 Annual Average Part.	FY23 Annual Average Part. %	FY23 Final Quarter Average Part.	FY23 Final Quarter Average Part. %	2024 Base Caseload Calculation
NERO						
Connecticut	2,849	2,613	91.72%	2,790	97.92%	2,790
Maine	6,902	5,244	75.98%	5,302	76.81%	5,302
Massachusetts	2,700	2,235	82.78%	2,579	95.52%	2,579
New Hampshire	3,196	2,454	76.77%	2,407	75.30%	2,454
New York	35,945	35,078	97.59%	35,260	98.09%	35,260
Rhode Island	2,240	1,862	83.13%	2,034	90.82%	2,034
Vermont	2,102	1,648	78.42%	1,634	77.74%	1,648
NERO TOTAL	55,934	51,134		52,005		52,067
MARO						
Delaware	1,396	1,287	92.20%	1,252	89.71%	1,287
D.C.	5,570	5,515	99.02%	5,589	100.34%	5,570
Maryland	4,150	3,425	82.54%	3,469	83.59%	3,469
New Jersey	6,140	5,122	83.42%	4,810	78.34%	5,122
Pennsylvania	40,225	37,860	94.12%	38,050	94.59%	38,050
Puerto Rico	4,401	4,145	94.18%	4,347	98.77%	4,347
Virginia	10,839	10,165	93.78%	10,733	99.03%	10,733
West Virginia	10,000	9,906	99.06%	9,995	99.95%	9,995
MARO TOTAL	82,721	77,426		78,245		78,573
SERO						
Alabama	9,370	8,481	90.51%	9,088	96.99%	9,088
Florida	9,858	9,556	96.93%	9,741	98.81%	9,741
Georgia	6,390	6,338	99.18%	6,390	100.00%	6,390
Kentucky	35,259	30,867	87.54%	31,133	88.30%	31,133
Mississippi	13,012	13,018	100.05%	13,012	100.00%	13,012
Mississippi Band of Choctaw Indians	300	103	34.39%	115	38.44%	115
North Carolina	15,000	14,588	97.26%	15,059	100.39%	15,000
South Carolina	8,638	8,256	95.58%	8,638	100.00%	8,638
Tennessee	9,655	8,026	83.12%	8,260	85.55%	8,260
SERO TOTAL	107,482	99,232		101,437		101,377
MWRO						
Iowa	3,258	2,742	84.16%	2,832	86.92%	2,832
Illinois	12,423	8,758	70.50%	8,655	69.67%	8,758
Indiana	5,698	5,089	89.31%	5,033	88.33%	5,089
Michigan	74,924	65,080	86.86%	67,937	90.67%	67,937
Minnesota	10,671	8,499	79.64%	8,908	83.48%	8,908
Ohio	30,897	29,019	93.92%	29,648	95.96%	29,648
Red Lake	84	84	100.00%	84	100.00%	84
Wisconsin	12,440	12,378	99.50%	13,541	108.85%	12,440
MWRO TOTAL	150,395	131,649		136,637		135,696
SWRO						
Arkansas	10,375	9,321	89.84%	10,375	100.00%	10,375
Arizona	25,776	23,763	92.19%	24,742	95.99%	24,742
Louisiana	44,430	37,475	84.35%	39,015	87.81%	39,015
New Mexico	12,860	9,987	77.66%	10,169	79.07%	10,169
Oklahoma	4,567	4,527	99.12%	4,518	98.93%	4,527
Seminole Nation	253	215	85.08%	236	93.15%	236
Texas	73,263	71,936	98.19%	73,024	99.67%	73,024
Utah	3,238	2,811	86.81%	2,904	89.67%	2,904
Wichita and Affiliated Tribes	250	158	63.13%	194	77.47%	194
SWRO TOTAL	175,012	160,191		165,176		165,186
MPRO						
Colorado	13,800	13,572	98.35%	14,090	102.10%	13,800
Kansas	5,384	4,459	82.83%	4,527	84.08%	4,527
Missouri	20,740	20,195	97.37%	20,054	96.69%	20,195
Montana	5,215	4,307	82.58%	4,421	84.77%	4,421
Nebraska	6,964	5,386	77.33%	5,306	76.19%	5,386
Winnebago Tribe of Nebraska	150	25	16.56%	24	16.00%	25
North Dakota	1,923	1,641	85.34%	1,607	83.58%	1,641
Spirit Lake	263	197	74.97%	190	72.12%	197
South Dakota	3,500	2,472	70.63%	2,400	68.57%	2,472
Oglala Sioux	470	425	90.46%	457	97.23%	457
Wyoming	262	209	79.74%	195	74.30%	209
MPRO TOTAL	58,671	52,863		53,245		53,330
WRO						
Alaska	2,746	2,361	85.99%	2,579	93.93%	2,579

FREE FOOD FOR NEW MEXICO SENIORS



NEW MEXICO SENIOR FOOD BOX PROGRAM

COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)



PROGRAM STANDARDS and REQUIREMENTS JULY 2024 NEW MEXICO



The Mission of the Health Care Authority (HCA)

To transform lives. Working with our partners, we design and deliver innovative, high-quality health and human services that improve the security and promote independence for New Mexicans in their communities.

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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.

05/05/2022

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SECTION 1 BACKGROUND AND INFORMATION

The New Mexico Health Care Authority (NMHCA) Food and Nutrition Services Bureau (FANS) provides the New Mexico Commodity Supplemental Food Program (CSFP) Standards and Requirements manual to clarify state policy and program procedures for those agencies that are assisting in the administration of CSFP. The intent of this manual is to establish and maintain a consistent statewide minimum level of service for the network distribution of CSFP USDA Foods. The manual provides the framework for acceptable compliance to program guidelines established by the Food and Nutrition Services Bureau and the United States Department of Agriculture (USDA) federal program regulations, found in the Code of Federal Regulations (CFR), Distribution of Donated Foods, 7CFR 250 and the Commodity Supplemental Food Program, 7CFR 247.

New Mexico CSFP Program Standards and Requirements contains information about the rules, regulations, reports, and forms for CSFP recipient agencies and their sub distributing agencies that have agreements with the Health Care Authority to administer the CSFP program in the State of New Mexico. The manual may be changed and updated without prior notice. Notices of the changes and updates will be available in a timely manner as appropriate.

The New Mexico Commodity Supplemental Food Program (CSFP) shall be administered in accordance with federal regulations, the State Plan, and the Program Standards and Requirements Manual.

AVAILABILITY OF MANUAL

All agencies participating in CSFP must have and maintain a physical manual or readily accessible digital manual on site.

To request an electronic or hardcopy of this manual, referenced agreements, forms, or samples of agreements or forms, please contact FANS at the following address:

**CSFP Manager
HCA/Food and Nutrition Services Bureau
1425 William SE
Albuquerque, NM 87102-4661**

Office Phone: 505-841-2693 or 1-800-648-7167

SECTION 2 PROGRAM ADMINISTRATION

STATE ADMINISTRATION

The USDA has designated The New Mexico Health Care Authority (NMHCA), Income Support Division (ISD), Food and Nutrition Services Bureau (FANS) as the distributing agency responsible for the administration of the Commodity Supplemental Food Program in New Mexico. FANS is responsible for effective program administration in accordance with 7CFR 247 and applicable regulations in 7CFR 250. NMHCA issues contracts and contract amendments for regional and local level administration of the programs.

LEGAL BASIS:

The program is authorized under Section 4(a) of the Agriculture and Consumer Protection Act of 1973.

FEDERAL REGULATIONS:

The CSFP is defined in Title 7 – Agriculture, Code of Federal Regulations Chapter II – Food and Nutrition Service, Department of Agriculture, Parts 247 and 250 referred to here after as 7 CFR 247 and 7 CFR 250. Local Agencies shall comply with all applicable parts of this and related federal regulations.

Regulations are available at:

7CFR 247: [Electronic Code of Federal Regulations \(eCFR\)](#)

And

7CFR 250: [Electronic Code of Federal Regulations \(eCFR\)](#)

Food Distribution National Policy Memoranda issued about the CSFP serves to clarify the regulations and provide guidelines. Local Agencies shall comply with all Food Distribution National Policy Memoranda CSFP and Food Distribution Policy Memoranda are available at: [FNS Documents & Resources | USDA-FNS](#)

Information about other USDA Food Nutrition Programs may be found at:

[FNS Nutrition Programs | USDA-FNS](#)

RECIPIENT-LOCAL AGENCIES-CONTRACTORS

The State Agency may select sub distributing agencies (e.g., another State agency, a local governmental agency, or a nonprofit organization) to distribute or store USDA CSFP Foods or to perform other program functions on behalf of the State agency. Recipient Agencies, also referred to as Local Agencies or Contractors, are federally tax exempt, nonprofit charitable organizations recognized as Internal Revenue Service Code 501 (c) (3) organizations. They are legally authorized to operate in the State of New Mexico. The State issues a Request for Proposal (RFP) to determine service areas within the state. The minimum area of service for a Contractor is one county. The HCA Secretary awards the counties of service to successful RFP respondents, based on recommendations that are most advantageous to the HCA.

Contractors must have a sub-distributing agency contractual agreement with FANS for CSFP local administration. Contractors are required to follow the Code of Federal Regulations, Distribution of Donated Foods, 7CFR 250 and the Commodity Supplemental Food Program, 7CFR 247 and any applicable State laws and regulations.

DISTRIBUTION SITES

The Contractors develop their distribution sites based on the zip codes and geographic features in their counties of operation. There are two types of Distribution Sites. They are Drop Off and Tailgate sites. The Distribution Sites operate within an assigned service area to avoid dual participation.

Distribution Sites and the Contractor must have a signed site agreement. Distribution sites must agree to abide by all guidelines established for the distribution of USDA Foods as set forth in 7 CFR 247 and 7 CFR 250.

Drop Off Distribution Sites must sign a receipt for USDA Foods that they receive. This is available in ICOS as a Drop Off Report. The contractor will provide a Roster or Individual Menus for the Drop Off for tracking the distribution of the CSFP packages.

Contractors must conduct pre-approval reviews to ensure that new distribution sites are able to administer CSFP within Federal requirements, including Civil Rights.

Contractors must conduct annual reviews of the Drop Off sites under their jurisdiction. Please refer to Section 9, Management Reviews & Program Monitoring for additional information.

The CSFP Manager and/or the Contractor will provide training and technical assistance to Distribution Sites for CSFP Policies and Procedures.

Distribution sites and the contractor are required to conduct outreach.

Where can I get eligibility information on federal assistance programs?

The NMHCA website has information and links to programs and resources

<http://www.hsd.state.nm.us/LookingForAssistance/Default.aspx>

SECTION 3 CIVIL RIGHTS COMPLIANCE FNS INSTRUCTION 113-1

REQUIRED NON-DISCRIMINATION STATEMENT

All information materials and sources, including Web sites, developed, or used by State Agencies their Contractors or other sub-recipients to inform the public about services and benefits must contain a nondiscrimination statement. It is not required that the nondiscrimination statement be included on every page of the program information Web site. At the minimum, the nondiscrimination statement, or a link to it, must be included on the home page of the program information.

Printed material **must** contain the following 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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.

05/05/2022

De acuerdo con la ley federal de derechos civiles y las normas y políticas de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta entidad está prohibida de discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación sexual), discapacidad, edad, o represalia o retorsión por actividades previas de derechos civiles.

La información sobre el programa puede estar disponible en otros idiomas que no sean el inglés. Las personas con discapacidades que requieren medios alternos de comunicación para obtener la información del programa (por ejemplo, Braille, letra grande, cinta de audio, lenguaje de señas americano (ASL), etc.) deben comunicarse con la agencia local o estatal responsable de administrar el programa o con el Centro TARGET del USDA al (202) 720-2600 (voz y TTY) o comuníquese con el USDA a través del Servicio Federal de Retransmisión al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe llenar un formulario AD-3027, formulario de queja por discriminación en el programa del USDA, el cual puede obtenerse en línea en: <https://www.fns.usda.gov/sites/default/files/resource-files/usda-program-discrimination-complaint-form-spanish.pdf>, de cualquier oficina de USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida a USDA. La carta debe contener el nombre del demandante, la dirección, el número de teléfono y una descripción escrita de la acción discriminatoria alegada con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR) sobre la naturaleza y fecha de una presunta violación de derechos civiles. El formulario AD-3027 completado o la carta debe presentarse a USDA por:

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

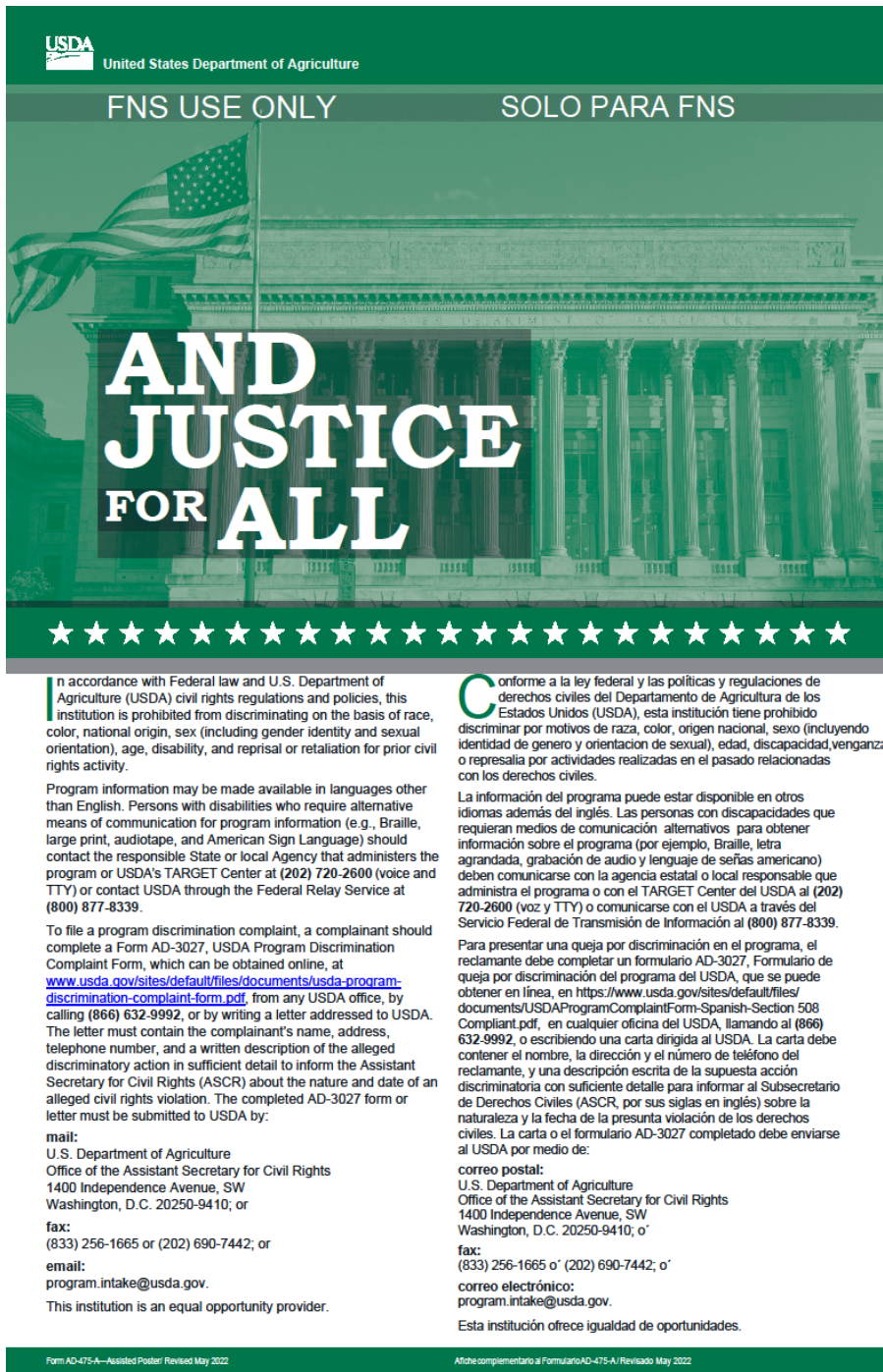
Esta institución es un proveedor que ofrece igualdad de oportunidades.

USDA AND JUSTICE FOR ALL (AJFA) POSTER

Warehouses and Distribution Sites must display the non-discrimination poster from **USDA “And Justice for All”** (AD 475 – A, Green).

It must be displayed where it is clearly visible to the recipients and agency personnel.

It must be displayed when administering CSFP USDA Foods.



The poster features a green background with a white American flag on the left and a classical building facade in the center. The text is primarily white and green. At the top left is the USDA logo and 'United States Department of Agriculture'. Below this, 'FNS USE ONLY' and 'SOLO PARA FNS' are written in white. The central text 'AND JUSTICE FOR ALL' is large and white. A row of white stars is at the bottom of the main image area.

USDA
United States Department of Agriculture

FNS USE ONLY SOLO PARA FNS

AND JUSTICE FOR ALL

★ ★

In accordance with Federal 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), age, disability, and 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 for program information (e.g., Braille, large print, audiotape, and 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 www.usda.gov/sites/default/files/documents/usda-program-discrimination-complaint-form.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.

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Conforme a la ley federal y las políticas y regulaciones de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta institución tiene prohibido discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación de sexual), edad, discapacidad, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles.

La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al (202) 720-2600 (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en [https://www.usda.gov/sites/default/files/documents/USDAProgramComplaintForm-Spanish-Section 508 Compliant.pdf](https://www.usda.gov/sites/default/files/documents/USDAProgramComplaintForm-Spanish-Section%20508%20Compliant.pdf), en cualquier oficina del USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

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

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

correo electrónico:
program.intake@usda.gov.

Esta institución ofrece igualdad de oportunidades.

Form AD-475-A—Assisted Poster/ Revised May 2022

Atche complementario a Formulario AD-475-A/Revisado May 2022

COMPLAINT OF DISCRIMINATION

Any individual has the right to file a complaint with the Distribution Site, Contractor, FANS, USDA, or the Department of Justice if they think they are or have been discriminated against because of race, color, national origin, age, sex, or disability.

Any person or their representative alleging such discrimination has the right to file a complaint within 180 days of the alleged discriminatory action.

Only the USDA Secretary may extend this time under special circumstances.

The complainant must be advised of confidentiality and Privacy Act applications.

The complainant and the entity that the complaint is filed against will be encouraged to resolve the issue at the lowest possible level and as expeditiously as possible.

This requirement does not replace the requirement to report all Civil Rights complaints to the HCA/FANS/CSFP Manager.

All complaints written or verbal reported to or filed with a Distribution Site or Contractor must be forwarded to HCA/FANS/CSFP Manager or designee.

Age discrimination complaints must be forwarded within 24 hours.

All other discrimination complaints must be forwarded within 3 working days.

Civil Rights complaints received by HCA/FANS/CSFP Manager or FANS designee will be forwarded within 3 working days to USDA/FNS/ for investigation.

FNS will investigate the case.

Distribution Site and Warehouse Personnel and Volunteers must know the procedure for filing a complaint.

Everyone (Staff, Volunteers, State Agency Employees and USDA Staff) working with CSFP must advise people who allege discrimination how to file a complaint.

Anonymous complaints are handled the same as any other complaints, to the extent feasible, based on available information.

When possible, utilize the Civil Rights Complaint Form for all complaints. You may use the link below for a copy:

[USDA Program Discrimination Complaint Form](https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf)

<https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>

It is not a requirement or mandatory to use a specific form.

Complaints may be sent or faxed (505-841-2691) to:

ISD/ISD/FANS – Attn: CSFP Manager/ Civil Rights
1425 William St. SE, Albuquerque, NM 87102-4661

To file a program discrimination complaint, you may obtain a complaint form by sending an email to OAC@usda.gov. You or your authorized representative must sign the complaint form. You are not required to use the complaint form. You may also file a program discrimination complaint by writing a letter to the Center for Civil Rights Enforcement:

U.S. Department of Agriculture
Director, Center for Civil Rights Enforcement
1400 Independence Avenue, SW
Washington, DC 20250-9410

For additional information about what to include in your letter, see How to File a Program Discrimination Complaint, on our Web site. For information on the discrimination complaint process, contact the Office of the Assistant Secretary for Civil Rights, Information Research Service, on (202) 260-1026 or (866) 632-9992 (toll free) or send an email to the Office of the Assistant Secretary for Civil Rights at CR-INFO@usda.gov. Individuals who are deaf, hard of hearing, or have speech disabilities, may contact us through the Federal Relay Service on (800) 877-8339 or (800) 845-6136 (Spanish).

VERBAL COMPLAINTS OF DISCRIMINATION

In the event a complainant makes the allegations verbally or in person and refuses or is not inclined to place such allegations in writing, the person to whom the allegations are made must write up the elements of the complaint for the complainant.

Every effort should be made to have the complainant provide the following information:

Name, address, telephone number or other means of contacting the complainant.

The specific location and name of the State agency, local agency, or other subrecipient agency delivering the service or benefit.

The nature of the incident or action that led the complainant to feel discrimination was a factor, and an example of the method of administration that is having a disparate effect on the public, potential eligible persons, applicants, or participants.

The basis on which the complainant believes discrimination exists. The bases for discrimination in CSFP are **race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.**

The names, telephone numbers, titles, and business or personal addresses of persons who may have knowledge of the alleged discriminatory action.

The date(s) during which the alleged discriminatory actions occurred or, if continuing, the duration of such actions.

LIMITED ENGLISH PROFICIENCY (LEP)

USDA/FNS requires that all Contractors and Distribution Sites comply with the guidelines for providing services to Limited English Proficiency participants. Access for LEP individuals includes interpretation for oral communication and translation for written documents and information. The following factors are used to determine the provision of LEP services:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee/recipient.
- The frequency with which LEP individuals come in contact with the program.
- The nature and importance of the program, activity, or service provided by the program to people's lives.
- The resources available to the grantee/recipient and costs

Program applications and written materials should be available in both English and Spanish. Based on the above guidelines, FANS with the Contractors and Distribution Sites will identify when applications and written materials should be available in other languages.

It is the responsibility of the Contractors and Distribution Sites to provide adequate language access. Though not encouraged, recipients may choose to bring their own interpreter. If a recipient waives their right to free interpretation services, the Contractor or Distribution Site must make sure the recipient completes a Waiver of Rights to Free Interpreter and Translation Services when applicable. The Contractor or Distribution Site is responsible for keeping a signed copy in the client's file. Contractors and Distribution Sites should provide interpretation and translation services based on the above guidelines.

HCA/ISD/FANS can provide translation services via phone translation. Please call the FANS Bureau when you need translation. A FANS Bureau staff member will call the translation services for you. A Translation Card and Tips and Advice for utilizing the translation services should be available to all staff during distributions.

ACCOMMODATING THE NEEDS OF PERSONS WITH DISABILITIES

Americans with Disabilities Act (28 CFR Part 35, Title II, Subtitle A), which prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability; and USDA Implementing Regulation, 7 CFR Part 15 b.

Under Title II of the ADA, all state and local governments are required to take steps to ensure that their communications with people with disabilities are as effective as communications with others. There are many ways that we can provide equal access to communications for people with disabilities. These different ways are provided through "auxiliary aids and services." "Auxiliary aids and services" are devices or services that enable effective communication for people with disabilities. Generally, the requirement to provide an auxiliary aid or service is triggered when a person with a disability requests it.

For those who are blind or have low vision, this may include large print, audio recordings, emails or compact discs, or Braille. The requesting person's choice does not have to be followed if:

- The public entity can demonstrate that another equally effective means of communication is available;
- Use of the means chosen would result in a fundamental alteration in the service, program, or activity; or
- The means chosen would result in an undue financial and administrative burden.

For all requests of an auxiliary aid or service, the recipient agency must contact HCA/FANS/CSFP Manager. The State agency will refer all requests for alternative formats for CSFP recipients with visual disabilities to the Health Care Authority ADA Coordinator.

CIVIL RIGHTS TRAINING

In accordance with FNS Instruction 113-1 (November 8, 2005) [FNS 113-1: Civil Rights Compliance and Enforcement | Food and Nutrition Service \(usda.gov\)](#), Volunteers and staff, who frequently interact with program participants/applicants, handle personal information, or determine eligibility must receive full civil rights training on an annual basis.

Contractors and Warehouses will provide annual Civil Rights training for all Distribution Site Personnel in their service area.

Contractors and Warehouses will maintain hard or electronic copies of attendance sheets for all Civil Rights training.

Civil Rights training materials for Contractors and Warehouse Personnel must be available and may be provided electronically at the warehouse.

Specific subject matter that must be included in all Civil Rights training includes, but is not limited to:

- Knowledge of Protected Classes
- Types of Discrimination Complaints That Can be Filed
- Volunteer Roles
- Responsibilities
- Collection and use of data
- Effective public notification systems
- Complaint procedures
- Compliance review techniques
- Resolution of noncompliance
- Requirements for reasonable accommodation of persons with disabilities (ADA)
- Requirements for language assistance (LEP)
- Conflict resolution
- Customer service

FURTHER CLARIFICATION ON THE PROHIBITION AGAINST RELIGIOUS ACTIVITIES AS PART OF TEFAP AND CSFP ACTIVITIES (7 CFR PART 16, FD-142)

Please see USDA FNS Policy Memorandum: FD-142. Links to the respective Memos are below.

<https://www.fns.usda.gov/usda-foods/prohibition-against-explicitly-religious-activities>

- Organizations may not engage in explicitly religious activities as part of TEFAP or CSFP. This includes activities that involve overt religious content, such as worship, religious instruction, or proselytization.
- If there is an explicitly religious activity that takes place at the distribution site, it must be separate in time or location from the provision of TEFAP or CSFP services.

Separate in time or location means that if there is an explicitly religious activity happening in the same location it must be at a different time than the provision of TEFAP or CSFP services or if an explicitly religious activity is happening at the same time, it must be in a different location than the provision of TEFAP or CSFP services. There can be no overlap.

- Organizations must not require program beneficiaries or prospective beneficiaries to participate in explicitly religious activities in order to receive TEFAP or CSFP services. Participation in any explicitly religious activities must be voluntary.
- Organizations cannot use TEFAP or CSFP funds to support any explicitly religious activities, speech, or materials.

Program Specific Examples for Organizations Operating TEFAP or CSFP

<i>It is acceptable to...</i>	<i>It is unacceptable to...</i>
Have a cross hanging on a wall at the food distribution facility.	Require beneficiaries to stand by the cross and recite a prayer prior to receiving USDA Foods.
Have a menorah on a table at the USDA Foods distribution facility during the holiday season.	Refuse USDA Foods to beneficiaries who do not practice the Jewish faith.
Have a display stand at the front/back of the USDA Foods distribution facility that contains faith-based pamphlets for anyone interested.	Insert faith-based pamphlets in bags or boxes when distributing USDA Foods.
Have a pastor or other religious official assist with the distribution of USDA Foods.	Require or encourage beneficiaries to have a religious conversation with the pastor or official prior to receiving USDA Foods.
Have a prayer service on the second level of a church building while the distribution of USDA Foods is happening on the lower level.	Have a prayer service in the same room and at the same time as the distribution of USDA Foods.
Invite beneficiaries to participate in a voluntary prayer before, and clearly separate from, the distribution of USDA Foods.	Lead beneficiaries in a prayer at the beginning of the distribution of USDA Foods.

SECTION 4 APPLICATION, ELIGIBILITY AND RECERTIFICATION

Prior to the issuance of program benefits, trained certifying officials shall verify that each applicant is eligible, determine availability of caseload, make written notifications, and maintain required documentation in accordance with program regulations.

APPLICATION PROCEDURES

Local agencies shall assure certifying officials are trained and demonstrate understanding of the requirements of the certification process.

- 1) Certification data for each applicant is recorded on the CSFP Application form.
- 2) The same information is recorded in ICOS.
- 3) Any individual requesting to apply shall be allowed to complete the CSFP application form.

If caseload is not available, eligible applicants shall be placed on a waiting list.

All CSFP Applications must be retained for a period of three years following the end of the federal fiscal year to which the records pertain, including those of applicants determined to be ineligible.

INDIVIDUALS APPLYING TO PARTICIPATE IN CSFP

7CFR 247.8

To apply for CSFP benefits, the applicant or the proxy of the applicant must provide the following information at the time of the application:

Name
Address
Identification
Household income
Household size
Age of applicant and household members

Providing information is different from verification. The details for required verification or applicant/recipient statement accepted are in the following sections.

The applicant or the proxy of the applicant must be informed of their Rights and Responsibilities in accordance with 7CFR 247.12.

The following statement must be read by or to the applicant or the proxy of the applicant before signing. The applicant signs the application form beneath the printed statement.

“This application is being completed in connection with the receipt of Federal assistance. Program officials may verify the 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 both CSFP and WIC benefits simultaneously, and 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 this program. I certify that the information I have provided for my eligibility determination is correct to the best of my knowledge.

I authorize the release of information provided on this application form to other organizations administering assistance programs for use in determining my eligibility for participating in other public assistance programs and for program outreach purposes.

(Please indicate decision by placing a checkmark in the appropriate box.)

YES

NO

IDENTIFICATION

7 CFR 247.8

THE ELIGIBLE RECIPIENT OR THEIR PROXY MUST PROVIDE IDENTIFICATION:

- ◆ **AT APPLICATION**
- ◆ **AT RE-CERTIFICATION AND**
- ◆ **FOR THE RECEIPT OF USDA FOODS.**

A Photo ID is Preferred. Identification documents can be a Driver's License, State ID card, another form of a Picture ID, or any other form that proves identity. The CSFP card can be used if the recipient or proxy does not have another acceptable form of identification.

It does not need to be current.

The document can be issued by another state or country.

7 CFR 247.10 Distribution and use of CSFP commodities.

(B) What must the local agency do to ensure that commodities are distributed only to CSFP Participants? The local agency Must Require each participant, or participant's proxy, to present some form of identification before distributing commodities to that person.

Contractors are required to record the distribution of packages to individuals. Individuals are not required to sign for receipt of packages. Contractors may use ICOS reports: Roster, Drop Off Report, Menus to record recipient receipt of packages.

STATE & LOCAL AGENCY RESPONSIBILITIES

7CFR 247.5 (C)7

Homebound and Courtesy Home Deliveries.

Local agencies are required to meet the special needs of the homebound elderly, to the extent possible. They are encouraged to coordinate their efforts with the local Area Agency on Aging (AAA) and the local "Meals on Wheels" or similar, food delivery programs. Local Agencies work with AAAs to identify potential homebound candidates, to conduct outreach, and to conduct certification and delivery of food packages. LA's may allow designated proxies to pick up food packages for homebound elderly individuals.

Contractors that opt to use a private delivery company to deliver food packages to participants must execute an agreement that will ensure all program requirements are met. The delivery service cannot commence until HCA/FANS approves the agreement between the contractor and the delivery company. The contractor must follow all applicable procurement regulations unless the private delivery company is

offering its services for free. The agreement with the private delivery company will not permit the delivery company to perform key contractor responsibilities such as certifying participants. The delivery company's employees are not considered proxies for participants. Packages must be delivered directly to participants or proxies. The contractor will ensure the delivery company maintains safe handling of food packages, verification of participant/proxy identity, proper record keeping, and protection of privacy of participants.

Specific procedures are being developed and will be added when approved.

ELIGIBILITY REQUIREMENTS

7CFR 247.9

AGE

Individuals must be at least 60 years of age.

United States Citizenship or Legal Residency Status **is not** a requirement to receive CSFP.

Proof of Age IS REQUIRED for applicants.

Proof of Age is NOT REQUIRED for household members unless they are applying to also receive CSFP.

We ask for the name, birthdates, and income of household members.

INCOME ELIGIBILITY

The State agency must use a household income limit at or below 130 percent of the Federal Poverty Income Guidelines.

Each year, FNS notifies State agencies, by memorandum, of adjusted income guidelines. The memorandum reflects the annual adjustments to the Federal Poverty Income Guidelines issued by the Department of Health and Human Services.

The State agency must implement the adjusted guidelines for senior applicants immediately upon receipt of the memorandum.

New Mexico uses Self-Declaration of Income to qualify for CSFP.

Proof of Income is not asked. IT IS NOT REQUIRED.

Income Definition and Consideration:

Gross Income before deductions. Income is gross cash income before any deductions including those for: Income Taxes, Employee's Social Security Taxes, Insurance Premiums, Retirement, Any other Deductions, such as Bonds or Garnishments.

RESIDENCY REQUIREMENT

Recipients must be New Mexico residents. A minimum length of stay is not required to prove residency. Contractors work with local agencies to determine their area of service based on zip codes and geographic boundaries.

**New Mexico uses Self-declaration of Residency to qualify for CSFP.
Proof of Residency is not asked. IT IS NOT REQUIRED.**

Providing a New Mexico physical or mailing address is required.

Eligible recipients seeking food assistance at CSFP sites not within their determined service area, during posted distribution times, may be provided food assistance one time. The recipient is certified for one month.

If the determined service area lies within the jurisdiction of only one contractor, the contractor may determine which site the eligible recipient may access.

Recipients receive one CSFP package in a 30-day period or two CSFP packages every two months.

If the determined service area is outside the jurisdiction of the contractor or ICOS is showing the recipient is with a different contractor and the recipients zip code is current in ICOS, the recipient should be referred to contractor that serves their zip code. If it is easier for the recipient to receive at a site that currently doesn't serve that zip code both contractors must agree to have the recipient transferred. If they cannot agree, FANS should be contacted immediately for a determination. FANS will need to be notified that the recipient has been transferred in ICOS or if a zip code needs to be added so the recipient can be moved. FANS will contact HCA IT to add the recipient's zip code with a dash, ex. 87015-.

Boarders or residents of an institution do not meet the definition for household. They are not eligible for CSFP.

Homeless persons may be eligible for CSFP.

RECIPIENT CONFIDENTIALITY

Recipient confidentiality must be acknowledged and maintained. Recipients seeking food assistance are providing household information at the time they complete eligibility certifications. This information is confidential. Every step should be taken to ensure that the information is protected. Only immediate staff and volunteers should have access to this information. Distribution Sites and the Contractors must ensure that there are procedures in place to respect recipient confidentiality when seeking food assistance.

Here is a list of Best Practices to Ensure Recipient Confidentiality:

- 1) Files must be secure from unauthorized entry or disclosure.
- 2) Recipient files must not be left unattended during distribution.
- 3) Recipient files may be transported to locations as required.
- 4) When transported the files should be under the control of an authorized designee of the contractor.

VOLUNTEER CONFIDENTIALITY

A volunteer providing services associated with the CSFP must maintain all information regarding the individuals and households receiving food assistance in the strictest confidence. Volunteers have a legal and ethical responsibility to protect the confidentiality and security of all protected data and information to which

they have access in carrying out their duties. Confidential information may include, but is not limited to household composition, names, addresses, and phone numbers. It may be from any source or in any form (oral, written, or electronic). A Confidentiality and Disclosure Acknowledgement Form **or a similar form** must be completed by volunteers and maintained by the Contractor.

DURING TIMES OF DISASTER AND PANDEMIC

1. Applications may be completed and signed by CSFP agency staff and volunteers by phone or in the presence of the applicant, caretaker, or proxy.
2. Agency staff and volunteers completing applications must read the USDA Civil Rights statement and the required CSFP statement for completing applications to the applicant, caretaker, or proxy.
3. The local agency must subsequently get the client's signature for applications once the disaster or pandemic has ended and it is safe for applicants, agency staff and volunteers.
4. Agency staff may serve as proxies for applicants and recipients without a separate proxy.
5. Agency staff or volunteers may sign for receipt of USDA CSFP food packages in the presence of the recipient, caretaker, or proxy. Signatures for receipt of USDA CSFP Food packages is accomplished by signing Rosters or Menus generated by ICOS (New Mexico's Integrated CSFP Operating System).
6. This program will continue to be self – declared income and residency.
7. Routine procedures will resume once the disaster or pandemic has ended.

All certification data will be recorded on a CSFP application/certification form. Information on the form includes the applicant's name, address, phone number, name of a proxy authorized to receive food on the participant's behalf, the date of the visit to apply for program participation, date of birth, household income, applicant's rights and responsibilities as described at 7 CFR 247.12, the current non-discrimination statement, applicant's signature, the date of certification or denial, and the signature and title of the person making the eligibility determination.

INITIAL APPLICATION ELIGIBILITY, INELIGIBILITY & WAITLIST

ELIGIBLE

An eligible recipient receives CSFP once per month or 2 CSFP packages every other month. An eligible recipient may receive CSFP during the last week of the month and as early as the first day of the following month. This practice should be an exception.

Notification for eligible recipients in New Mexico is normally received by the recipients in the form of a program card. A Certification Notice – Eligible may be used.

The information that must be included on the card is:

The time, location, and means of food distribution, and the length of the certification period (7 CFR 247.15)

The items to include on the Program Card are:

- 1) The normal time, day or date and location of the distribution.
- 2) The name and contact information for the warehouse responsible for their distribution site
- 3) The date of the recipients next certification.
- 4) Civil Rights Statement:
 - a. This institution is an equal opportunity provider.

b. Esta institución es un proveedor que ofrece igualdad de oportunidades.

It is important to add this statement on the card unless you are mailing or giving eligible notices that have the full Civil Rights Statement on it.

WAITLIST 7 CFR 247.11 & POLICY MEMORANDUM FD-099

PLEASE SEE FD – 099 Questions & Answers About Waiting Lists, Caseload Management at:
<https://www.fns.usda.gov/questions-and-answers-about-waiting-lists-and-caseload-management-revised>

ICOS is programmed to accommodate the requirements for a waitlist.

RE-CERTIFICATION 7 CFR 247.16

New Mexico’s Certification Period is 3 years. Annually the contractor will:

- (1) Verify the address and continued interest of the participant; 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.

At re-certification, the applicant, or their proxy MUST:

- ◆ Provide Identification. If a proxy is re-certifying they must provide identification for themselves and for the Recipient
- ◆ Self-Declare the Income for the Recipient
- ◆ Self-Declare that the Recipient is a New Mexico Resident
- ◆ Ensure a current Proxy Authorization is in effect

The local agency must notify program participants in writing at least 15 days before the expiration date that eligibility 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, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

DISCONTINUANCE OR DISQUALIFICATION NOTIFICATION
7 CFR 247.17 & 7 CFR 247.20

Per 7 CFR 247, there are certain requirements for notifying a participant when they are being discontinued or disqualified from the program or ineligible for CSFP.

Discontinuance, Disqualification, and Ineligibility are three (3) different actions.

The policies for Discontinuance are found in 7 CFR 247.17.

The policies for Disqualification are found in 7 CFR 247.20.

The policies for Ineligibility are found in 7 CFR 247.15.

Notification policies for Eligibility and Ineligibility of an applicant are found in 7 CFR 247.15

PROGRAM VIOLATIONS 7 CFR 247.20

HCA-FANS makes the determination of a Program Violation. Local agencies report suspected violations to HCA-FANS-CSFP.

(a) *What are program violations in CSFP?* Program violations are actions taken by CSFP applicants or participants, or caretakers of applicants or participants, to obtain or use CSFP benefits improperly. Program violations include the following actions:

- (1) Intentionally making false or misleading statements, orally or in writing.
- (2) Intentionally withholding information pertaining to eligibility in CSFP.
- (3) Selling commodities obtained in the program or exchanging them for non-food items.
- (4) Physical abuse, or threat of physical abuse, of program staff; or
- (5) Committing dual participation.

PROXY

POLICY MEMORANDUM FD – 099 Questions and Answers about Waiting Lists and Caseload Management (Revised) <https://www.fns.usda.gov/csfp/questions-and-answers-about-waiting-lists-and-caseload-management-revised>

New Mexico allows for the use of proxies.

NO-SHOW POLICY FD-099 QUESTIONS & ANSWERS ABOUT WAITING LISTS... AND FD-079 RETROACTIVE FOOD PACKAGES

POLICY MEMORANDUM FD – 099 Questions and Answers about Waiting Lists and Caseload Management (Revised) <https://www.fns.usda.gov/csfp/questions-and-answers-about-waiting-lists-and-caseload-management-revised>

POLICY MEMORANDUM FD – 079 Retroactive Food Package Distributions (Revised)
<https://www.fns.usda.gov/csfp/retroactive-food-package-distributions-not-permitted-revised>

NM HCA/FANS Bureau has established a “No-Show” policy. The maximum allowable period that persons may fail to pick up food packages and remain enrolled in the program may not exceed 90 days for single issuance or 120 days for advance issuance.

- A recipient may pick up at the warehouse any time during the distribution period that the contractor is open.
- Participants who are required to be in the hospital for extended stays retain their participant status.
- They must be issued food in the month within their certification period for which they had at least one day at home.
- Retroactive food boxes are not allowed.
- If a participant has an extended hospital stay that covers every day of the month, they should not receive a food package for that month.

PARTICIPATION IN OTHER USDA FOOD PROGRAMS

Persons who participate in CSFP can apply for ***and if they are eligible*** receive benefits from SNAP (Supplemental Nutrition Assistance Program) or FDPIR (Food Distribution Program on Indian Reservations), TEFAP (The Emergency Food Assistance Program), WIC (Special Supplemental Nutrition Program for Women, Infants and Children), CACFP (Child and Adult Care Food Program) or NSLP (National School Lunch Program).

The New Mexico Health Care Authority website has information and links to SNAP, TEFAP, and Medical Assistance programs and resources: <http://www.hsd.state.nm.us/LookingForAssistance/Default.aspx>

[FNS Nutrition Programs | Food and Nutrition Service \(usda.gov\)](#)

SECTION 5 FAIR HEARINGS, RIGHTS & RESPONSIBILITIES

7 CFR 247.33 & 7 CFR 247.12

Individuals have a right to a fair hearing and may appeal any decision made by the local agency regarding denial or discontinuance of program benefits, disqualification from the program or a claim to repay the value of CSFP USDA Foods received because of fraud.

Program applicants, participants or their proxy must be informed of the right to a fair hearing when they are denied, discontinued, disqualified, or required to repay a claim.

FAIR HEARINGS & APPEALS and RIGHTS & RESPONSIBILITIES **must be** at all distributions. These may be posted or available as handouts. RIGHTS & RESPONSIBILITIES may be read to applicants.

An individual, or their proxy, may request a fair hearing by making a clear expression, verbal or written, to a State or local agency official, that an appeal of the adverse action or discontinuance is desired.

The request for the appeal must be made within 60 days from the date the agency mails or gives the individual, or their proxy the Notice of Disqualification, Discontinuance, or Ineligibility.

The State or local agency may deny a request for a fair hearing when:

- The request is not received within 60 days
- 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

Participants who appeal the ***DISCONTINUANCE OF PROGRAM BENEFITS*** within the fifteen (15) day Advance Notification Period required under 7 CFR 247.17 and 7 CFR 247.20 must be permitted to continue to receive benefits until a decision on the appeal is made by the hearing official, or until the end of the participant's certification period, whichever occurs first.

If the hearing decision finds that a participant received program benefits fraudulently, the local agency must include the value of benefits received during the time that the hearing was pending, as well as for any previous period, in its initiation and pursuit of a claim against the participant.

The State or local agency must provide an individual with at least 10 days' advance written notice of the time and place of the hearing and must include the rules of the procedure for the hearing.

The individual may:

- Examine documents supporting the State or local agency's decision before and during the hearing
- Be assisted or represented by an attorney or other persons
- Bring witnesses
- Present arguments
- Question or refute testimony or evidence, including an opportunity to confront and cross-examine others at the hearing
- Submit evidence to help establish facts and circumstances

The Health Care Authority Fair Hearings Bureau appoints the hearing officer. The hearing official is responsible for:

- Administering oaths or affirmations, as required by the State
- Ensuring that all relevant issues are considered
- Ensuring that all evidence necessary for a decision to be made is presented at the hearing, and included in the record of the hearing
- Ensuring that the hearing is conducted in an orderly manner, in accordance with due process
- Making a hearing decision

The hearing decision must be made, and the individual notified of the decision, in writing, within 45 days of the request for the hearing.

If the decision is in favor of an applicant who was denied CSFP benefits, the receipt of the benefits must begin within 45 days from the date that the hearing was requested if the applicant is still eligible for the program.

If the hearing decision is against the participant, the State or local agency must discontinue benefits as soon as possible, or at a date determined the hearing official.

A hearing report shall be available for the public inspection and copying but shall assure confidentiality.

SECTION 6 NUTRITION EDUCATION and OUTREACH

7 CFR 247.18 & 7 CFR 247.14

NUTRITION EDUCATION

7 CFR 247.18

Contractors are required to provide a quarterly or monthly Nutrition Education report. As an alternative you may provide an annual plan that covers the months of October – September.

Local Agencies are responsible for providing nutrition education materials to all adult participants. At a minimum, LAs are required to provide monthly education and it is reported in their monthly or quarterly reports to the state. In the NM SNAP Ed state plan, the Healthy Families Healthy Community project will provide nutrition education services to increase healthy eating habits to low-income adults and families receiving food from TEFAP, CSFP or food pantries. Educators will provide services through a series of system and environmental changes, tastings and 10-15- minute cooking lessons at TEFAP and CSFP sites, public health offices and senior centers with congregate meal programs.

The nutrition education provided should include the following information. It should account for specific ethnic and cultural characteristics whenever possible:

- 1) The nutritional value of CSFP foods, and their relationship to the overall dietary needs of the population groups served.
- 2) Nutritious ways to use CSFP foods.
- 3) Special nutritional needs of participants and how those needs may be met.
- 4) The importance of health care and the role nutrition plays in maintaining good health; **And**
- 5) The importance of the use of the foods by the participant to whom they are distributed, and not by another person.

Contractors and their distribution sites should work with ICAN educators where they are available. Use the ICAN website: <https://ican.nmsu.edu/ican-county-teams.html> for contact information. For sites not receiving a nutrition education demonstration a USDA Food Fact Sheet or Nutrition Education Handout should be provided with each food package. It is acceptable to provide handouts at the distribution for recipients to decide if they would like to take one.

CSFP foods may be used in cooking demonstrations by the local agency or SNAP-ED educators as part of the nutrition education provided to program participants per 7 CFR 247.18 (d).

The USDA CSFP Sharing Gallery Website: <https://www.fns.usda.gov/csfp/csfp-sharing-gallery> should be used by agencies to provide more nutrition and food information to CSFP participants.

ICAN Surveys and evaluation monitoring are approved evaluation tools. Contractors will work with ICAN to gather the required information.

Site personnel shall explain to each participant receiving a survey that the information the participant provides is strictly confidential. The information is used to improve the quality and effectiveness of nutrition education efforts.

If a participant refuses a survey, is unable to complete the survey or has difficulty reading the survey, site personnel should offer to help participants with completing the forms.

Distribution site staff should offer to read the questions or help with completing the forms.

USDA Foods – Household Product Information Sheets and Recipes:

<https://www.fns.usda.gov/usda-foods/household-product-information-sheets-and-recipes>

<https://www.fns.usda.gov/csfp/sharing-gallery-recipes-cookbooks>

The Following USDA Foods Available List is available at: <https://www.fns.usda.gov/csfp/csfp-foods-available>

OUTREACH

7 CFR 247.5 (A)(7)

HCA and Contractors share the responsibility for conducting outreach. The FANS Bureau participates in several outreach events throughout the year. Contractors are encouraged to participate in events in their service area. Outreach expenses are allowable costs for reimbursement.

OTHER PUBLIC ASSISTANCE PROGRAMS

7 CFR 247.14 (A) (1-3)

(b) What information on other public assistance programs must the local agency provide to elderly applicants? The local agency must provide elderly applicants with written information on the following programs, and make referrals, as appropriate:

(1) Supplemental security income benefits provided under Title XVI of the Social Security Act (42 U.S.C. 1381 *et seq.*);

(2) Medical assistance provided under Title XIX of the Social Security Act (42 U.S.C. 1396 *et seq.*), including medical assistance provided to a qualified Medicare beneficiary (42 U.S.C. 1395(p) and 1396d (5)); and

(3) The Food Stamp Program (7 U.S.C. 2011 *et seq.*). This program is called SNAP, the Supplemental Nutrition Assistance Program.

Recipients must receive a copy of the CSFP SERVICES REFERRAL FORM.

SECTION 7 STORAGE AND HANDLING 7 CFR 247.28 & 7 CFR 250.12

FANS or its designee must use a cost-effective distribution system for Direct and Multi Food shipments from USDA to the Contractors. Currently the FANS Bureau is responsible for all CSFP food ordering. The Contractors are responsible for monitoring their current inventory and their expected inventory using monthly physical inventory counts, ICOS and WBSCM.

§247.28 STORAGE AND INVENTORY OF COMMODITIES.

State and local agencies must provide for storage of commodities that protects them from theft, spoilage, damage or destruction, or other loss. State and local agencies may contract with commercial facilities to store and distribute commodities. The required standards for warehousing and distribution systems, and for contracts with storage facilities, are included under §250.14.

A physical inventory of all USDA commodities must be conducted annually at each storage and distribution site where these commodities are stored. Results of the physical inventory must be reconciled with inventory records and maintained on file by the State or local agency.

STORAGE AND INVENTORY MANAGEMENT AT THE DISTRIBUTING AGENCY LEVEL

7 CFR 250.12

The distributing agency or sub-distributing agency must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The distributing agency must ensure that storage facilities comply with all Federal, State, or local requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.

The distributing agency must ensure that donated foods at all storage facilities used by the distributing agency (or by a sub-distributing agency) are stored in a manner that permits them to be distinguished from other foods and must ensure that a separate inventory record of donated foods is maintained. The distributing agency's system of inventory management must ensure that donated foods are distributed in a timely manner and in optimal condition. On an annual basis, the distributing agency must conduct a physical review of donated food inventories at all storage facilities used by the distributing agency (or by a sub-distributing agency) and must reconcile physical and book inventories of donated foods. The distributing agency must report donated food losses to FNS and ensure that restitution is made for such losses.

The distributing agency is subject to the following limitations in the amount of donated food inventories on-hand, unless FNS approval is obtained to maintain larger inventories:

Inventories of each category of donated food in the food package may not exceed an amount needed for a three-month period, based on an average amount of donated food that the distributing agency can reasonably utilize in that period to meet CSFP caseload or FDPIR average participation.

The distributing agency must obtain insurance to protect the value of donated foods at its storage facilities. The amount of such insurance must be at least equal to the average monthly value of donated

food inventories at such facilities in the previous fiscal year. The distributing agency must also ensure that the following entities obtain insurance to protect the value of their donated food inventories, in the same amount required of the distributing agency in this paragraph (d):

(1) Sub distributing agencies.

(2) Recipient agencies in household programs that have an agreement with the distributing agency or sub distributing agency to store and distribute foods (except those recipient agencies which maintain inventories with a value of donated foods that do not exceed a defined threshold, as determined in FNS policy); and

(3) Commercial storage facilities under contract with the distributing agency or with an agency identified in [paragraph \(d\)\(1\)](#) or [\(2\)](#) of this section.

SAFE STORAGE AND CONTROL

Functional thermometers must be present and visible in all storage areas (dry, refrigerators and freezers).

Temperature logs must be maintained for all dry, refrigerator and freezer storage areas. Electronic logs may be used.

Tailgate Temperature logs for the refrigerated Cheese must be maintained. Electronic logs may be used.

The Temperature Log is an important document to support the ongoing maintenance of proper storage conditions. The log should document the date, time, the registered temperature and the signature or initials of the person checking the temperatures.

General Storage and Maintenance Guidelines include but are not limited to the following:

- ◆ **CSFP USDA Cheese must be refrigerated and maintained at temperatures of 35 – 40 degrees Fahrenheit**
- ◆ Keep all food 4” off floor, stored on pallets, platforms, or shelves
- ◆ Keep all food away from walls. This promotes air circulation and assists with pest control.
- ◆ Keep dry foods away from direct sunlight, when possible.
- ◆ Keep all non-food items separate from food.
 - Toxic items (soap, bleach, cleaning supplies, etc.) must be kept away from food items.
- ◆ Keep floors, pallets and shelving clean.
 - Maintain a regular cleaning schedule.
 - Maintain a Cleaning Log.

- ◆ Keep doors, windows, and roofs well sealed to prevent pest entry and water damage.
- ◆ The building, grounds and equipment should be inspected regularly for signs of fire hazard, security problems, needed repairs and pest infestation
- ◆ Maintain equipment including regularly checking for leaky compressors in freezer and refrigeration units, hydraulic forklift leaks, etc.
- ◆ Maintain a good pest control system.
 - Have a qualified person on staff or contract with a licensed firm to handle pest control management.
 - Maintain a Pest Control log
- ◆ First, In, First Out (FIFO) for Inventory Control is the standard Best Practice and should be followed.
 - Items received must be marked with the date of receipt at the warehouse.
 - USDA Foods should be stored in their original cases until distribution for identification purposes in the event of a hold or recall.

Please refer to the following for guidance: **FD-107 Donated Food Storage, Distribution and Product Dating**; <https://www.fns.usda.gov/usda-foods/storage-and-inventory-management-usda-donated-foods>

Additional Food Safety Food Product Dating Information from USDA can be found at: <https://www.fsis.usda.gov/wps/portal/fsis/topics/food-safety-education/get-answers/food-safety-fact-sheets/food-labeling/food-product-dating/food-product-dating>

SECTION 8 USDA FOODS HOLD, RECALLS, LOSS & COMPLAINTS

HOLD & RECALL OF USDA FOODS

7CFR 250.15

USDA guidance on Hold and Recall Procedures of USDA Foods are available at

<https://www.fns.usda.gov/ofs/usda-food-recall-resources>

Contractors must have a hard and electronic copy in the warehouse of **Responding to a Food Recall, Procedures for Recalls of USDA Foods**.

SECTION 9

CLAIMS ACTION 7 CFR 247.30 & 7CFR 250.16

FANS shall begin a claim action immediately upon receipt of information concerning the improper distribution, loss of or damage to USDA Foods.

A claim determination must be made within thirty days of the receipt of the information, as described in FNS Instruction 410-1, Non-Audit Claims-Food Distribution.

For Claims use the Commodity Hold/Loss Information Form.

The funds received from the collection of claims will be returned to FNS. In instances where it is determined by USDA that the collection of funds will have a significant adverse effect on the operation of the program, USDA may permit in-kind replacement of the donated foods in lieu of payment to FNS. Replacement in-kind is only permitted under such terms and conditions as agreed to by the Secretary of USDA.

If FANS Bureau determines that a claim exists against a CSFP Contractor, warehouseman, carrier or any other entity and the value of the lost USDA Foods **exceeds \$2500**, FANS shall immediately transmit the claim determination to the SWRO with full documentation about the circumstances.

If FNS determines from its review of the claim determination that a claim exists, FANS shall make demand for restitution upon the liable entity immediately upon receipt of notice from the SWRO.

In the event FANS determines that a claim exists against a CSFP Contractor, warehouseman, carrier or any other entity and the value of the lost USDA Foods **does not exceed \$2500**, The state agency shall immediately proceed to collect the claim.

No claim determination shall be required where the value of the lost USDA Foods is **\$500.00 retail value or 6 months of CSFP benefits**. However, no such claim shall be disregarded where:

There is evidence of fraud or a violation of Federal, State, or local criminal law.

The state agency shall maintain records and substantiating documents on all claim actions and adjustments including documentation of those cases in which no claim was asserted because of the minimal amount involved.

In making final claim determinations for USDA Foods losses incurred by eligible recipient agencies when there is no evidence of fraud or negligence, FANS and SWRO shall consider the special needs and circumstances of the eligible recipient agencies and adjust the claim and/or conditions for claim collection as appropriate.

STATE AGENCY REVIEWS

HCA ISD FANS Contractor Monitoring Form is the form the state uses to review the contractors. A Training Log is included in the monitoring form and is for the contractor to use for verification of staff and volunteer training.

FANS will conduct at least one distribution site review as part of a Management Evaluation. This may be a review of the distribution that takes place at the warehouse, if applicable. FANS staff will use the CSFP Distribution Site Review Form.

The monitoring visit provides an opportunity for the participating agency to ask questions, discuss concerns and make suggestions about the program. The review is to provide technical assistance for program improvement. Items that can be corrected during the review will be corrected at that time.

FANS will issue a report of review findings detailing recommended and or required corrective action to the participating agency. The participating agency will have forty-five days to respond to the findings and document compliance with corrective action.

Upon concurrence by FNS, reviews of eligible recipient agencies, conducted by FNS Regional Office personnel, may be incorporated into the minimum coverage required by USDA.

CONTRACTOR REVIEWS OF DISTRIBUTION SITES

Contractors must review their distribution sites at least once every two years. Reviews must be conducted, to the maximum extent feasible, simultaneously with actual distribution of USDA Foods and/or eligibility determinations. The Distribution Site Review Form should be used for conducting the reviews.

Each review must encompass, as applicable:

- a) Eligibility Determinations
- b) Food Ordering Procedures
- c) Storage and Warehousing Practices
- d) Inventory Controls
- e) Approval of Distribution Sites
- f) Reporting and Recordkeeping Requirements
- g) Civil Rights Compliance and Training

Contractors must maintain a copy of the review. Copies are kept for 3 years plus the current Federal Fiscal Year.

Contractors must ensure that corrective action is taken to eliminate the deficiencies identified. Items that can be corrected during the review will be corrected at that time.

REPORTS AND RECORDKEEPING

7 CFR 247.29

State and local agencies must maintain accurate and complete record relating to the receipt, disposal and inventory of commodities, the receipt and disbursement of administrative and other funds, eligibility determinations, fair hearings, and other program activities.

State and local agencies must also maintain records pertaining to liability for any improper distribution of, loss of or damage to commodities and the results obtained from the pursuit of claims arising in favor of the State or local agency.

All records must be retained for a period of three years, from the end of the fiscal year to which they pertain. A longer period may be required if it is related to an audit or investigation in progress.

The records must be available during normal business hours for use in management reviews, site reviews, audits, investigations, or reports of the General Accounting Office.

The records are subject to review and audit by FANS and/or USDA during normal business hours. FANS Bureau is required to submit the FNS-425, FNS-153 and FNS-191 to FNS via the Food Programs Reporting System (FPRS):

FNS-153, Monthly Report of the Commodity Supplemental Food Program and Quarterly Administrative Financial Status Report.

The report must be received in the FANS office by the 10th of the month following the month to which the reports pertain.

The State agency must submit the FNS-153 monthly.

On the FNS-153 the State agency reports:

- a) The number of senior program participants.
- b) The receipt and distribution of commodities, and beginning and ending inventories, as well as other data
- c) On a quarterly basis, the cumulative amount of administrative funds expended and obligated and the remaining unobligated amount.

FNS – 191, Racial/Ethnic Group Participation.

Contractors must submit a report of racial/ethnic participation each year.

- a) The report is specific for the month of April
- b) The report is specific to the persons served for the month of April
- c) The FNS 191 is due to FANS no later than May 31.

- d) The FNS 191 is available in ICOS and may be submitted electronically. The local agency must retain the original.

FNS may require State and local agencies to provide data collected in the program to aid in the evaluation of the effect of program benefits on the low-income populations served. Any such requests for data will not include identification of individuals.

Requests for Reimbursement are due no later than the 10th of the following month. They may be submitted electronically. They must be signed. Requests for extensions or an alternative date are made by contacting the CSFP Manager or FANS designee.

Participation by Site and Food Packages is available in ICOS.

Physical Inventory Count Reports must be submitted monthly. These are the actual inventory counts conducted by staff and volunteers.

Reports may be submitted to the CSFP Manager by email. The reports must be received by the CSFP manager or FANS office by the 10th of the month following the month to which the reports pertain. Records and reports must be sent to FANS/USDA upon request.

Failure by a sub-distributing agency, recipient agency warehouse or other entity to maintain records required by USDA shall be considered prima facie evidence of improper distribution or loss of donated foods and the agency or entity shall be subject to the provisions of 7 CFR 250.13.

Approval of the Plan is a prerequisite to the assignment of caseload and allocation of administrative funds but does not ensure that caseload and funds will be provided.

The State agency must submit amendments to FNS to reflect any changes in program operations or administration described in the State Plan, and to request additional caseload for the following caseload cycle. FNS may require that the State plan be amended to reflect changes in Federal law or policy. The State agency may submit amendments to the State Plan at any time during the fiscal year, for FNS approval. The amendments will take effect immediately upon approval, unless otherwise specified by FNS. If a state agency would like to receive additional caseload for the caseload cycle beginning the following January 1, it must submit an amendment to the Plan which conveys the request for additional caseload by November 5. The State agency must also describe in this submission any plans for serving participants at new sites. FNS action on the State agency's request for additional caseload is part of the caseload assignment process, as described under 7 CFR 247.21.

The CSFP State Plan must contain:

- 1) A description of how the State agency will operate CSFP and the caseload needed to serve eligible applicants.
- 2) The names and addresses of all local agencies and sub-distributing agencies with which the State agency has entered into an agreement
- 3) The income eligibility standards to be used and the options to be used relating to income or other eligibility requirements, as provided under 7CFR 247.9
- 4) The nutritional risk criteria to be used if the State chooses to establish such criteria. Currently New Mexico does not use nutritional risk criteria.
- 5) A description of plans for serving participants and the caseload needed to serve them
- 6) A description to plans for conducting outreach to seniors
- 7) A description of the system for storing and distributing commodities
- 8) A description of plans for providing nutrition education to participants
- 9) A description of how the state agency will detect and prevent dual participation.
- 10) A description of the standards the State agency will use in determining if the pursuit of a claim against a participant is cost effective
- 11) A description of how the State will meet the needs of the homebound seniors and
- 12) Copies of all agreements entered into by the State agency

DEFINITIONS

PURPOSE & POLICY: To provide standard definitions for terms used in the administration of the New Mexico Commodity Supplemental Food Program.

Applicant

Any person who applies to receive program benefits. Applicants include program participants applying for recertification.

Administrative Services Division

The Administrative Services Division (ASD) provides the New Mexico Health Care Authority (HCA) with support services, financial control, and reporting activities.

Caseload

The number of persons the State agency may serve on an average monthly basis over the course of the caseload cycle.

Caseload Cycle

The period from January 1 through the following December 31.

Certification

The use of procedures to determine an applicant's eligibility for the program.

Certification Period

The period of time that a participant may continue to receive program benefits without a review of his or her eligibility.

Civil Rights Act and Regulations

Title VI of the Civil Rights Act of 1964 and other authorities as outlined in FNS Instruction 113-1 (November 8, 2005).

Client Choice

Refers to the practice of allowing CSFP recipients a choice in determining the content of the food package received. The agency should allow a choice of products within the same category. Items from different categories may not be substituted.

Code of Federal Regulations (CFR)

The regulations governing federal programs. The regulations for CSFP are located at Titles 7CFR 247 and 7CFR 250 as applicable.

Commodities

Nutritious foods purchased by USDA to supplement the diets of CSFP recipients.

Complainant

A person or group of persons who allege discrimination in the delivery of program benefits or services by a state agency, local agency, or other sub-recipient agency.

Complaint

A verbal or written allegation of discrimination that indicates an FNS-conducted or -assisted program is administered or operated in such a manner that it results in disparity of treatment or services being provided to persons or groups of persons because of their protected bases.

Department

The U.S. Department of Agriculture (USDA)

Disqualification

The act of ending program participation of a participant as a punitive sanction

Dual Participation

Participation by an individual in CSFP at more than one distribution site.

Elderly Person(s) – Referred to as Seniors

Persons at least 60 (sixty) years of age or older

Farm Service Agency - FSA

The Farm Service Agency implements agricultural policy, administers credit and loan programs, and manages conservation, commodity, disaster, and farm marketing programs through a national network of offices.

Federal Fiscal Year (FFY)

The twelve-month period, from October 1 - September 30, used by the federal government for accounting and reporting purposes.

Federal Poverty Guidelines (FPL)

Established by the United States Department of Health and Human Services (DHHS) as an indicator of poverty based on income and utilized in establishing income-based eligibility standards for program recipients. The guidelines are updated annually.

Food and Nutrition Service (FNS)

The USDA agency responsible for the nationwide administration of several federal nutrition programs including CSFP. The regional office for our region is in Dallas, TX.

Food and Nutrition Services Bureau (FANS)

The Bureau within New Mexico’s Health Care Authority, Income Support Division responsible for administering CSFP through a permanent agreement with USDA. The terms State Distributing Agency (SDA) or State Agency (SA) are also used.

Homebound Seniors

Persons who are unable to obtain monthly food packages without the assistance provided by or through the local agency. Homebound eligibility is determined by the local agency. A determination of Homebound eligibility does not guarantee an eligible recipient will receive Homebound services for CSFP.

Homeless Shelter

A facility where the primary purpose is to provide temporary or transitional shelter for homeless individuals and families in general or for specific group populations (i.e., battered women, run-away youth) of homeless individuals and families.

Household

Means any of the following individuals or groups of individuals, exclusive of boarders or residents of an institution:

An individual living alone;

An individual living with others, but customarily purchasing food and preparing meals for home consumption separate and apart from the others;

A group of individuals living together who customarily purchase and prepare meals in common for home consumption; and

Other individuals or groups of individuals, as provided in FNS regulations, specific to particular food assistance programs.

Household Programs

Means CSFP (Commodity Supplemental Food Program), FDPIR (Food Distribution Program on Indian Reservations) and TEFAP (The Emergency Food Assistance Program)

HCA – New Mexico Health Care Authority

Integrated CSFP Operating System (ICOS)

The computer program used by Contractors and the State Agency to track inventory, participation, and distribution information or another HCA approved system.

Income Support Division (ISD)

Income Support Division is a division of the New Mexico Health Care Authority.

Limited English Proficiency – LEP

Persons who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance with respect to a particular type of service, benefit, or encounter.

Local Agency or Contractor

A public or private nonprofit agency, which enters into an agreement with the State agency to administer CSFP at the local level.

New Mexico Department of Health (DOH or NM DOH)

New Mexico Health Care Authority (HCA or NM HCA)

No-Show Participants

Enrolled persons who fail to pick up their food during a given month. Participants must be a no-show for a period of 90 consecutive days, before being disenrolled.

Nonprofit Agency

A private agency or organization with tax-exempt status under the Internal Revenue Code, or that has applied for tax-exempt status with the Internal Revenue Service.

Proxy

Any person designated by a participant to obtain supplemental food on behalf of the participant.

Recipient(s)

A person that has been determined eligible for CSFP.

Regional Service Area

A specified area of the state identified as no smaller than a recognized state county.

State Fiscal Year (SFY)

The twelve-month period, from July 1 – June 30, used by the State of New Mexico for accounting and reporting purposes.

Southwest Regional Office (SWRO)

USDA/FNS Southwest (SW) Region, located in Dallas, Texas, responsible for USDA programs in the states of New Mexico, Arizona, Arkansas, Louisiana, Oklahoma, Texas, and Utah.

State Agency (SA) or State Distributing Agency (SDA)

State agency means the State government unit designated by the Governor or other appropriate State executive authority which has entered into an agreement with the United States Department of Agriculture under 7 CFR§247.4 (a) 2.

Sub-Distributing Agency

An agency or organization that has entered into an agreement with the State agency to perform functions normally performed by the State, such as entering into agreements with eligible recipient agencies under which commodities are made available, ordering commodities and/or arranging for the storage and delivery of such commodities on behalf of eligible recipient agencies.

United States Department of Agriculture (USDA)

The United States Department of Agriculture (USDA) is the federal department responsible for developing and executing U.S. federal government policy on farming, agriculture, and food. It aims to meet the needs of farmers and ranchers, promote natural resources, foster rural communities, and end hunger in the United States and abroad.

USDA Foods

Food donated by USDA for distribution through CSFP (formerly known as Commodities).

Web Based Supply Chain Management (WBSCM)

An on-line ordering system developed and maintained by USDA for the placement, tracking and delivery of USDA Foods orders for the nutrition assistance programs.

WIC Program

The Special Supplemental Nutrition Program for Women, Infants and Children

ACRONYMS

The following acronyms are used throughout this manual.

CSFP:	Commodity Supplemental Food Program.
FANS:	New Mexico Health Care Authority, Food and Nutrition Services Bureau
FDPIR	Food Distribution Program on Indian Reservations
FNS:	Food and Nutrition Service of the United States Department of Agriculture
FFY:	Federal Fiscal Year
ICOS:	Integrated CSFP Operating System
LA:	Local Agency, or provider
NM DOH:	New Mexico Department of Health
NM HCA:	New Mexico Health Care Authority
PID:	Personal Identification Number – ICOS Case Number
SWRO:	USDA Southwest Region Office
SA:	State Agency
SFY:	State Fiscal Year
SOW:	Scope of Work
SFMNP:	Senior Farmers’ Market Nutrition Program
SNAP:	Supplemental Nutrition Assistance Program
USDA:	United States Department of Agriculture
WIC:	Women, Infants and Children Program



AGREEMENT TO RECEIVE AND DISTRIBUTE USDA FOODS FOR THE COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)

WE _____ (Distribution Site) located at
want to receive and distribute USDA Foods- CSFP from
(Name of Contractor).

7 CFR 247.4 governs the terms of agreements.

WE _____ (Distribution Site) **AGREE TO:**

Administer the program in accordance with the provisions of part 7 CFR 247 and with the provisions of part 250 of this chapter, unless they are inconsistent with the provisions of this part. Provider must comply with all FNS USDA instructions and regulations. Operate CSFP in accordance with New Mexico CSFP policies and procedures, and HSD – FANS directives and all applicable Federal regulations. Violations of program requirements may result in withholdings or recovering reimbursement, or termination of the agreement and possible exclusion from future program participation.

Comply with requests made and directives provided by (Name of Contractor).

Shall maintain accurate and complete records for a period of three (3) years from the end of the fiscal year to which they pertain, or, if they are related to unresolved claims actions, audits or investigations, until those activities have been resolved.

Follow the established procedures for resolving complaints about USDA Foods – CSFP.

Provide nutrition education to participants, as required in 7 CFR 247.18.

Provide information to participants on other health, nutrition and public assistance programs and make referrals as appropriate, as required in 7 CFR 247.14.

Issue CSFP USDA Foods to participants in accordance with the approved food package guide rates

Take steps to prevent and detect dual participation at more than one CSFP site per 7 CFR 247.8, 247.19 and 247.20.

Not subject any person to discrimination under the program on the grounds of race, color, national origin, age, sex or disability

Comply with fiscal and operational requirements established by HSD-FANS

Inform applicants of their rights and responsibilities in the program.

Meet the special needs of homebound seniors, to the extent possible.

Determine eligibility of applicants in accordance with 7 CFR 247.8 and 247.9.

Comply with warehouse standards as required by USDA in 7 CFR 247.28 and 7 CFR 250.14 and state regulations as applicable.

Provide adequate space for the determination of eligibility that allows for client privacy to the maximum extent possible.

Maintain food inventory records as required by FNS USDA to account for all receipts, distribution, refusals and losses monthly.

Attend required trainings and meetings by HSD - FANS.

Agree to caseload adjustments as requested by (Name of Contractor).

Fully cooperate with and participate in program reviews conducted by (Name of Contractor), HSD - FANS and/or USDA to achieve full compliance.

Providers must comply with civil rights requirements as defined in 7 CFR 247.9 and 247.37.

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

The terms of the agreement are effective from the date of signature through **September 30, YEAR**. New agreements must be obtained, when the contractor enters into a new contract with the state agency.

Either party may terminate this agreement by providing written notice to the other.

The minimum number of days of advance notice that must be given prior to termination of an agreement is at least 30 days

CSFP Contractor Representative:

Print Name Title Signature Date

CSFP Distributing Agency Representative:

Print Name Title Signature Date



MOU SITE/LOCATION/SPACE USE AGREEMENT FOR DISTRIBUTION OF USDA FOODS FOR THE COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)

We (Distribution Site Name) located at (Distribution Site Address) enter this Memorandum of Understanding (MOU) with (Contractor Name), (Contractor Address) for use of this site/location/space for the Eligibility Determination and/or Distribution of USDA Foods for CSFP.

CSFP Contractor Representative:

Print Name	Title	Signature	Date
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CSFP Distributing Agency Representative:

Print Name	Title	Signature	Date
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(Distribution Site) will support the program in the following ways (Check Applicable Terms):

Provide a volunteer or designated staff member to help with logistics on site

For Certification

For Food Distribution

For Client Assistance (Bringing Boxes to Recipients Cars)

Provide indoor space adequate for program certifications

Waiting Area with Seating

A table & 2 chairs for (Contractor Name) staff/volunteers

Provide adequate parking for (Contractor Name) truck

Outdoor space for setting up a drive-through pick up of food boxes

Adequate recipient parking and ADA accessibility

Provide Delivery of CSFP to permanent homebound recipients

Provide Delivery of CSFP to temporarily homebound recipients

These services must be provided at no charge to applicants or recipients, or their proxies by either (Distribution Site) or (Contractor Name).

(Distribution Site) will not charge (Contractor Name) for use of the site.

(Contractor Name) will not charge (Distribution Site) for participation in the program.

7 CFR 247.4 governs the terms of agreements.

WE _____ (Distribution Site) **AGREE TO:**

Administer the program in accordance with the provisions of part 7 CFR 247 and with the provisions of part 250 of this chapter, unless they are inconsistent with the provisions of this part. Provider must comply with all FNS USDA instructions and regulations. Operate CSFP in accordance with New Mexico CSFP policies and procedures, HSD – FANS directives and all applicable Federal regulations. Violations of program requirements may result in withholdings or recovering reimbursement, or termination of the agreement and possible exclusion from future program participation.

Comply with requests made and directives provided by (Name of Contractor).

Shall maintain accurate and complete records for a period of three (3) years from the end of the fiscal year to which they pertain, or, if they are related to unresolved claims actions, audits or investigations, until those activities have been resolved.

Follow the established procedures for resolving complaints about USDA Foods – CSFP.

Be responsible for any loss resulting from improper distribution, or improper storage, care or handling of USDA Foods - CSFP.

Be responsible for any misuse of program funds that they receive as a result/based on this contract.

Not subject any person to discrimination under the program on the grounds of race, color, national origin, age sex or disability

Comply with fiscal and operational requirements established by HSD-FANS

Meet the special needs of homebound seniors, to the extent possible.

Provide adequate space for the determination of eligibility that allows for client privacy to the maximum extent possible.

Attend required trainings and meetings by HSD - FANS.

Agree to caseload adjustments as requested by (Name of Contractor).

Fully cooperate with and participate in program reviews conducted by (Name of Contractor), HSD - FANS and/or USDA to achieve full compliance.

Providers must comply with civil rights requirements as defined in 7 CFR 247.9 and 247.37.

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of

Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

The terms of the agreement are effective from the date of signature through **September 30, YEAR**. New agreements must be obtained, when the contractor enters into a new contract with the state agency.

Either party may terminate this agreement by providing written notice to the other.

The minimum number of days of advance notice that must be given prior to termination of an agreement is at least 30 days

**COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
SERVICES REFERRAL INFORMATION**
YOU MAY BE ELIGIBLE TO RECEIVE ASSISTANCE FROM
MORE THAN ONE PROGRAM



SUPPLEMENTAL SECURITY INCOME (SSI)

SSI pays monthly benefits to people who are 65 and older, or for people of any age who are blind, or have a disability and who don't own much, and are low income.

To apply, visit your local Social Security Office, call **1-800-772-1213** or visit
<https://www.ssa.gov/site/menu/en/>

MEDICARE AND MEDICAID

Medicare provides health insurance to persons aged 65 and over, disabled persons under the age of 65 who have received social security disability cash benefits for at least 24 months, and persons with end stage renal disease (ESRD). Part A of Medicare covers inpatient hospitalizations, short term skilled nursing facility care, home health, and hospice care for the terminally ill. Part B covers physician's services, outpatient hospital care, therapy, ambulance transportation, lab and x-ray services, durable medical equipment, and home health services. Various deductibles and cost sharing amounts are the responsibility of the beneficiary or any supplemental insurance they may have. Medicare benefits can be received through a fee-for-service system or managed care plans in some areas of the state.

For more information call **1-800-MEDICARE (1-800-633-4227)** or visit
<https://www.medicare.gov/>

To apply for Medicaid: <https://www.yes.state.nm.us/yesnm/home/index>

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)

Eligible households receive an allotment of food benefits that may be used to purchase any food or food products prepared for human consumption except for alcoholic beverages and tobacco. Food may be purchased using SNAP benefits from any grocery/ retail store anywhere in the U.S. that has been authorized by USDA.

Special Uses: Although SNAP benefits were originally intended to be used by eligible households to purchase food for home consumption, certain households are authorized to use SNAP benefits to obtain prepared meals or to facilitate their obtaining food. Please see NMAC 8.139.610.11 B Special Uses. It is possible to receive SNAP or FDPIR (Food Distribution Program on Indian Reservations) and CSFP and TEFAP. It is not allowed to receive SNAP and FDPIR.

For more information call **1-800-283-4465** or visit
http://www.hsd.state.nm.us/LookingForAssistance/Supplemental_Nutrition_Assistance_Program_SNAP_.aspx

To apply for SNAP: <https://www.yes.state.nm.us/yesnm/home/index>



**COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
SERVICES REFERRAL INFORMATION
(CONTINUED)**

COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)

CSFP works to improve the health of low-income persons at least 60 years of age by supplementing their diets with a monthly food package of nutritious USDA foods. Food packages include a variety of foods, such as non-fat dry milk, shelf stable UHT 1% milk, juice, hot or ready-to-eat cereal, rice or pasta, peanut butter or dry beans, canned meat or poultry, tuna or salmon, and canned fruits and vegetables.

It is possible to receive SNAP or FDPIR (Food Distribution Program on Indian Reservations) and CSFP and TEFAP. It is not allowed to receive SNAP and FDPIR.

For more information call **1-800-648-7167** or visit

<http://www.hsd.state.nm.us/LookingForAssistance/commodity-supplemental-food-program.aspx>

THE EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)

TEFAP is a Federal program that helps supplement the diets of low-income Americans, including elderly people, by providing them with emergency food and nutrition assistance at no cost. USDA provides food and administrative funds to States to supplement the diets of these groups.

It is possible to receive SNAP or FDPIR (Food Distribution Program on Indian Reservations) and CSFP and TEFAP. It is not allowed to receive SNAP and FDPIR.

For more information call **1-800-648-7167**

http://www.hsd.state.nm.us/LookingForAssistance/Emergency_Food_Assistance.aspx

LOW INCOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

LOW INCOME WATER ASSISTANCE PROGRAM (LIWAP)

LIHEAP assists eligible persons and families with their heating or cooling costs. Applications for the program are accepted at your nearest Human Services Department Office or through the YesNM Portal. To qualify, you must be responsible for paying heating costs and meet specific income guidelines based on household size.

For more information call **1-800-283-4465**

[Low Income Home Energy Assistance Program | New Mexico Human Services Department
\(state.nm.us\)](http://www.hsd.state.nm.us/LookingForAssistance/Programs/Low_Income_Home_Energy_Assistance_Program.html)

To apply for LIHEAP: <https://www.yes.state.nm.us/yesnm/home/index>

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

The Temporary Assistance for Needy Families (TANF) program, known in New Mexico as NMWorks, provides a monthly cash benefit used to meet basic family needs such as housing, utilities and clothing.

For more information call **1-800-283-4465** or visit

http://www.hsd.state.nm.us/LookingForAssistance/Temporary_Assistance_for_Needy_Families.aspx



To apply for TANF: <https://www.yes.state.nm.us/yesnm/home/index>

**COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
SERVICES REFERRAL INFORMATION
(CONTINUED)**

SENIOR FARMERS' MARKET NUTRITION PROGRAM (SFMNP)

The Senior Farmers' Market Nutrition Program (SFMNP) is available for income-eligible seniors age 60 and over and provides participants with checks that can be used to purchase fresh fruits and vegetables as well as honey at participating farmers' markets between July 1st and November 15th of the current market season. Checks come in \$5 or \$10 increments and no change can be given. Participants may send a proxy to shop for them if they are not able to go to the market themselves.

For more information: <http://farmersmarketsnm.org/resources/food-access/senior-farmers-market-nutrition-program/>

**SNAP DOUBLE UP FOOD BUCKS
FARMERS' MARKET NUTRITION PROGRAM**

Get more fruits and vegetables when you spend your SNAP EBT Card dollars at participating farmers' markets, farm stands, mobile markets and grocery stores. It's easy with Double Up Food Bucks!

For more information: <http://www.doubleupnm.org/how-it-works/>

**NEW MEXICO AGING & LONG-TERM SERVICES DEPARTMENT (ALTSD)
1-800-432-2080**

If you suspect an adult is being abused, neglected, or exploited,

Call Adult Protective Services Statewide Intake,

Toll-free at **1-866-654-3219** or **1-505-476-4912**

<http://www.nmaging.state.nm.us/>

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

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

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

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

This institution is an equal opportunity provider.



PROGRAMA SUPLEMENTARIO DE COMESTIBLES BÁSICOS (CSFP)
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
INFORMACIÓN DE REFERENCIA DE SERVICIOS
PUEDE SER ELEGIBLE PARA RECIBIR ASISTENCIA DE MÁS DE UN PROGRAMA



SUPPLEMENTAL SECURITY INCOME (SSI)
INGRESO SUPLEMENTARIO DE SEGURIDAD

SSI paga beneficios mensuales a personas de 65 años o más, o para personas de cualquier edad que son ciegas, o tienen una discapacidad y que no tienen mucho, ni tienen muchos ingresos.

Para solicitarlo, visite la oficina local del Seguro Social o llame al **1-800-772-1213** o visite <https://www.ssa.gov/espanol/>

MEDICARE Y MEDICAID

Medicare prove seguro de salud de personas de 65 años y más, personas discapacitadas menores 65 años que han recibido beneficios por discapacidad de la seguridad social durante al menos 24 meses y personas con enfermedad renal terminal (ESRD). La parte A de Medicare cubre hospitalizaciones para pacientes hospitalizados, atención domiciliaria y cuidados paliativos para enfermos terminales. La Parte B cubre servicios medicos, atención hospitalaria ambulatoria, terapia, transporte de ambulancia, servicios de laboratorio y rayos X, equipo medico duradero y servicios de salud en el hogar. Varios deducibles y costos compartidos son responsabilidad del beneficiario o cualquier seguro suplementario que puedan tener. Los beneficios de Medicare pueden ser recibidos a través de un Sistema de pago por servicio o planes de atención administrada en algunas áreas del estado.

Para más información llame **1-800-MEDICARE (1-800-633-4227)** o visite <https://es.medicare.gov/>

Para solicitador Medicaid: https://www.yes.state.nm.us/yesnm/home/index?lang=es_US

PROGRAMA DE ASISTENCIA DE NUTRICIÓN SUPLEMENTARIA (SNAP)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP)

Los hogares elegibles reciben una asignación de beneficios alimenticios que pueden usarse para comprar cualquier alimento o alimento preparado para el consume humano, excepto para bebidas alcohólicas y tabaco, alimentos calientes o alimentos preparados para el consumo inmediato. Los alimentos se pueden comprar usando los beneficios de cupones de alimentos de cualquier supermercado/tienda minorista en cualquier lugar en los Estados Unidos que haya sido autorizado por USDA.

Usos Especiales: aunque originalmente los beneficios de SNAP estaban destinados a ser utilizados por los hogares elegibles para comprar alimentos para el consumo doméstico, ciertos hogares están autorizados a utilizar los beneficios de SNAP para obtener comidas preparadas o para facilitar su obtención. Por favor vea NMAC 8.139.610.11 B Usos especiales.

Es posible recibir SNAP o FDPIR (Programa de Distribución de Alimentos en Reservas Indígenas) y CSFP y TEFAP. No está permitido recibir SNAP y FDPIR.

Para Más Información llame **1-800-283-4465** o visite

http://www.hsd.state.nm.us/LookingForAssistance/Supplemental_Nutrition_Assistance_Program_SNAP_.asp
x

Para solicitador SNAP: https://www.yes.state.nm.us/yesnm/home/index?lang=es_US

**PROGRAMA SUPLEMENTARIO DE COMESTIBLES BÁSICOS (CSFP)
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
INFORMACIÓN DE REFERENCIA DE SERVICIOS (CONTINUADO)**

**PROGRAMA SUPLEMENTARIO DE COMESTIBLES BÁSICOS (CSFP)
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)**

CSFP trabaja para mejorar la salud de las personas de bajos ingresos de al menos 60 años de edad complementando sus dietas con un paquete mensual de alimentos nutritivos del USDA. Los paquetes de alimentos incluyen una variedad de alimentos, tales como leche seca sin grasa, estante estable UHT leche 1%, jugo, cereal caliente o listo para comer, arroz o pasta, mantequilla de mani o frijoles secos, carne enlatado o aves, atún o salmon, y conservas de frutas y verduras.

Es posible recibir SNAP o FDPIR (Programa de Distribución de Alimentos en Reservaciones Indígenas) y CSFP y TEFAP. No está permitido recibir SNAP y FDPIR.

Para Más Información llame **1-800-648-7167** o visite

<http://www.hsd.state.nm.us/LookingForAssistance/commodity-supplemental-food-program.aspx>

**PROGRAMA DE ASISTENCIA DE ALIMENTOS DE EMERGENCIA (TEFAP) THE
EMERGENCY FOOD ASSISTANCE PROGRAM (TEFAP)**

TEFAP es un programa federal que ayuda a complementar las dietas de los estadounidenses de bajos ingresos, incluidas las personas mayores, brindándoles asistencia alimentaria y nutricional de emergencia sin costo alguno. El USDA proporciona fondos administrativos y de alimentos a los estados para complementar las dietas de estos grupos.

Es posible recibir SNAP o FDPIR (Programa de Distribución de Alimentos en Reservaciones Indígenas) y CSFP y TEFAP. No está permitido recibir SNAP y FDPIR.

Para más información llame **1-800-648-7167** o visite

http://www.hsd.state.nm.us/LookingForAssistance/Emergency_Food_Assistance.aspx

**PROGRAMA DE ASISTENCIA DE ENERGÍA PARA HOGARES DE BAJOS
INGRESOS (LIHEAP)
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)**

LIHEAP ayuda a las personas y familias elegibles con sus costos de calefacción o refrigeración. Las solicitudes para el programa se aceptan en la Oficina del Departamento de Servicios Humanos más cercana o a través del Portal YesNM. Para calificar, debe ser responsable de pagar los costos de calefacción o refrigeración y cumplir con las pautas de ingresos específicas según el tamaño del hogar.

Para más información llame **1-800-283-4465** o visite

http://www.hsd.state.nm.us/LookingForAssistance/Low_Income_Home_Energy_Assistance_Program.aspx

Para solicitar LIHEAP: https://www.yes.state.nm.us/yesnm/home/index?lang=es_US

**ASISTENCIA EN EFECTIVO (TANF)
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)**

El programa de Asistencia en Efectivo (TANF, por sus siglas en inglés), conocido en Nuevo México como NMWorks, proporciona un beneficio mensual en efectivo que se utiliza para satisfacer las necesidades familiares básicas, como vivienda, servicios públicos y ropa.

Para más información llame **1-800-283-4465** o visite

Para solicitar TANF: https://www.yes.state.nm.us/yesnm/home/index?lang=es_US

**PROGRAMA SUPLEMENTARIO DE COMESTIBLES BÁSICOS (CSFP)
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP)
INFORMACIÓN DE REFERENCIA DE SERVICIOS (CONTINUADO)**

**PROGRAMA DE NUTRICION DEL MERCADO DE GRANJEROS PARA ANCIANOS
(SFMNP)**

SENIOR FARMERS' MARKET NUTRITION PROGRAM (SFMNP)

El Programa de Nutrición y promoción para el Mercado de Granjeros para Personas Mayores (SFMNP) está disponible para personas mayores de 60 años o más que reúnen los requisitos de ingresos y les proporciona a los participantes cheques que pueden usarse para comprar frutas y verduras frescas, así como miel en los mercados de agricultores participantes entre el 1 de Julio y Noviembre 15 de la temporada actual del Mercado. Los cheques vienen en incrementos de \$5 o \$10 y se pueden enviar un apoderado para comprarlos si no pueden ir al Mercado ellos mismos.

Para más información visite: <http://farmersmarketsnm.org/resources/food-access/senior-farmers-market-nutrition-program/>

SNAP DOUBLE UP FOOD BUCKS

Obtenga más frutas y verduras cuando gaste los dólares de su tarjeta SNAP EBT en los mercados de granjeros, puestos de granjas, mercados móviles y supermercados participantes. ¡Es fácil con Double Up Food Bucks! Para más información visite: <http://www.doubleupnm.org/how-it-works/>

NEW MEXICO AGING & LONG-TERM SERVICES DEPARTMENT (ALTSD)

1-800-432-2080

If you suspect an adult is being abused, neglected, or exploited,

Call Adult Protective Services Statewide Intake,

Toll-free at 1-866-654-3219 or 1-505-476-4912

<http://www.nmaging.state.nm.us/>

Conforme a la ley federal y las políticas y regulaciones de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta institución tiene prohibido discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación de sexual), edad, discapacidad, venganza o represalia por actividades realizadas en el pasado relacionadas con los derechos civiles.

La información del programa puede estar disponible en otros idiomas además del inglés. Las personas con discapacidades que requieran medios de comunicación alternativos para obtener información sobre el programa (por ejemplo, Braille, letra agrandada, grabación de audio y lenguaje de señas americano) deben comunicarse con la agencia estatal o local responsable que administra el programa o con el TARGET Center del USDA al (202) 720-2600 (voz y TTY) o comunicarse con el USDA a través del Servicio Federal de Transmisión de Información al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD-3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en [https://www.usda.gov/sites/default/files/documents/USDAProgramComplaintForm-Spanish-Section 508 Compliant.pdf](https://www.usda.gov/sites/default/files/documents/USDAProgramComplaintForm-Spanish-Section%20508%20Compliant.pdf), en cualquier oficina del USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

correo postal:

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

fax:

(833) 256-1665 o' (202) 690-7442; o'

correo electrónico:

program.intake@usda.gov.

Esta institución ofrece igualdad de oportunidades.

FAIR HEARINGS & APPEALS



Appealable Actions 7 CFR 247.33 (a): the applicant or recipient disagrees with:

- A Denial or Discontinuance of program benefits.
- A Disqualification from the program.
- A claim to repay the value of commodities received as a result of fraud.

Appeal Procedures 7 CFR 247.33 (b) thru (i)

An individual, or their proxy, may request a fair hearing by making a clear expression, verbal or written, to a state or local agency official, that an appeal of the adverse action is desired.

The request for appeal must be made within 60 days from the date the agency mails or gives the individual the notification of Discontinuance, Disqualification or Requests Payment to repay the value of commodities received as a result of fraud.

The state or local agency may deny a request for a fair hearing when:

1. The request is not received within 60 days;
2. The request is withdrawn in writing by the individual requesting the hearing or by an authorized representative of the individual or
3. The individual fails to appear, without good cause, for the scheduled hearing.

Participants who appeal the discontinuance of program benefits within the 15-day advance notification period required under 7 CFR 247.17 and 7 CFR 247.20 must be permitted to continue to receive benefits until a decision on the appeal is made by the hearing official, or until the end of the participant's certification period, whichever occurs first. However, if the hearing decision finds that a participant received program benefits fraudulently, the local agency must include the value of benefits received during the time that the hearing was pending, as well as for any previous period, in its initiation and pursuit of a claim against the participant.

The State or local agency must provide an individual with at least 10 days' advance written notice of the time and place of the hearing and must include the rules of procedure for the hearing.

The Individual May:

1. Examine documents supporting the State or local agency's decision before and during the hearing;
2. Be assisted or represented by an attorney or other persons;
3. Bring witnesses;
4. Present arguments;
5. Question or refute testimony or evidence, including an opportunity to confront and cross-examine others at the hearing; and
6. Submit evidence to help establish facts and circumstances.

Appeal Decisions 7 CFR 247.33 (j) thru (l)

The hearing officer must be an impartial official who does not have any personal stake or involvement in the decision and was not directly involved in the initial Notice of Discontinuance that resulted in the hearing.

The Health Care Authority Fair Hearings Division appoints the hearing officer.

The Hearing Official is Responsible for:

1. Administering oaths or affirmations, as required by the State
2. Ensuring that all relevant issues are considered
3. Ensuring that all evidence necessary for a decision to be made is presented at the hearing, and included in the record of the hearing
4. Ensuring that the hearing is conducted in an orderly manner, in accordance with due process

Making a Hearing Decision:

1. A hearing decision must be made, and the individual notified of the decision, in writing, within 45 days of the request for the hearing.
2. If the decision is in favor of an applicant who was denied CSFP benefits, the receipt of benefits must begin within 45 days from the date that the hearing was requested, if the applicant is still eligible for the program.
3. If the hearing decision is against the participant, the State or local agency must discontinue benefits as soon as possible, or at a date determined by the hearing official.

A hearing report shall be available for public inspection and copying but shall assure confidentiality.

If you have any questions, please contact:

LOCAL AGENCY CONTACT INFORMATION HERE:

JulieAnn Wold – CSFP Manager
505-841-2693 julieann.wold@hds.nm.gov
1425 William SE
Albuquerque, NM 87102

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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.
05/05/2022



AUDIENCIAS JUSTAS Y APELACIONES

Acciones Apelables 7 CFR 247.33 (a): el solicitante o destinatario no está de acuerdo con:

- Una Denegación o Interrupción de los beneficios del programa
- Una Descalificación del programa
- Un Reclamo para reembolsar el valor de los productos recibidos como resultado de fraude.

Procedimientos Apelables 7 CFR 247.33 (b) thru (i)

Un individuo o el cuidador de un individuo pueden solicitar una audiencia justa al presentar una expresión clara, verbal o escrita, a un funcionario de la agencia local o estatal donde indica que desea hacer una apelación de la acción adversa o interrupción.

La solicitud de apelación debe realizarse dentro de los 60 días posteriores a la fecha en que la agencia envía por correo o le da al individuo la notificación de Suspensión, Descalificación o Solicitud de Pago para reembolsar el valor de los productos básicos recibidos como resultado de un fraude.

La agencia estatal o local puede desestimar una solicitud para una audiencia justa cuando:

1. La solicitud no se recibe en el lapso de 60 días;
2. La solicitud es retirada por escrito por el individuo que solicitó la audiencia justa o por un representante autorizado de dicho individuo, o;
3. El individuo no compareció a la audiencia programada sin motivo justificado.

A los participantes que apelen la interrupción de los beneficios del programa en el lapso de 15 días del período de notificación previa, requerido según el Código de Regulaciones Federales (Code of Federal Regulations, CFR) 7 CFR 247.17 y el 7 CFR 247.20, se les debe permitir continuar recibiendo los beneficios hasta que el funcionario de la audiencia justa tome una decisión sobre la apelación, o hasta el final del período de certificación del participante, lo que ocurra primero. Sin embargo, si la decisión de la audiencia justa determina que un participante recibió beneficios del programa de manera fraudulenta, la agencia local debe incluir el valor de los beneficios recibidos durante el tiempo en el que la audiencia justa estaba pendiente, así como por cualquier período previo, en su inicio y prosecución de un reclamo en contra del participante.

La agencia estatal o local debe proporcionar a una persona un aviso por escrito con al menos 10 días de anticipación sobre la hora y lugar de la audiencia y debe incluir las reglas de procedimiento para la audiencia.

El Individuo Puede:

1. Examina los documentos que respaldan la decisión de la agencia local o estatal o local antes y durante la audiencia;
2. Ser asistido o representado por un abogado u otras personas;
3. Traiga testigos;
4. Presentar argumentos;
5. Cuestionar o refutar testimonios o pruebas, esto incluida la oportunidad de confrontar y contrainterrogar a otros en la audiencia; y
6. Presentar evidencia para ayudar a establecer los hechos y las circunstancias.

Apelar decisiones 7 CFR 247.33 (j) hasta (l)

El funcionario de audiencias debe ser un funcionario imparcial que no tenga ningún interés o participación personal en la decisión y no estuvo directamente involucrado en el Aviso de Suspensión inicial que resultó en la audiencia.

La División de Audiencias Justas el Health Care Authority nos nombra al oficial de audiencias.

El Funcionario de Audiencias es responsable de:

1. Administración de juramentos o afirmaciones, según lo requiera el Estado
2. Asegurar que se tengan en cuenta todas las cuestiones pertinentes
3. Asegurar que toda la evidencia necesaria para que se toma una decisión se presente en la audiencia y se incluye en el registro de la audiencia
4. Asegurarse de que la audiencia se lleve a cabo de manera ordenada, de acuerdo con el debido proceso

Tomar Una Decisión de Audiencia:

1. Se debe tomar una decisión de audiencia y se debe notificar a la persona de la decisión por escrito, dentro de los 45 días posteriores a la solicitud de audiencia.
2. Si la decisión es a favor de un solicitante al que se le negaron los beneficios de CSFP, la recepción de los beneficios debe comenzar dentro de los 45 días a partir de la fecha en que se solicitó la audiencia, si el solicitante aún es elegible para el programa.
3. Si la decisión de la audiencia es en contra del participante, la agencia estatal o local debe descontinuar los beneficios tan pronto como sea posible, o en una fecha determinada por el funcionario de la audiencia.

Un informe de la audiencia estará disponible para inspección pública y copia, pero garantizará la confidencialidad.

Si tiene alguna pregunta, comuníquese con:

INFORMACIÓN DE CONTACTO DE LA AGENCIA LOCAL AQUÍ:

JulieAnn Wold – CSFP Manager

505-841-2693 julieann.wold@hsd.nm.gov

1425 William SE

Albuquerque, NM 87102

De conformidad con la Ley Federal de Derechos Civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de los EE. UU. (USDA, por sus siglas en inglés), se prohíbe que el USDA, sus agencias, oficinas, empleados e instituciones que participan o administran programas del USDA discriminen sobre la base de raza, color, nacionalidad, sexo, discapacidad, edad, o en represalia o venganza por actividades previas de derechos civiles en algún programa o actividad realizados o financiados por el USDA.

Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estatal o local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas.

Para presentar una denuncia de discriminación, complete el [Formulario de Denuncia de Discriminación del Programa del USDA](#), (AD-3027) que está disponible en línea en:

http://www.ascr.usda.gov/complaint_filing_cust.html y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por:

(1) Correo: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW

Washington, D. C. 20250-9410;

(2) Fax: (202) 690-7442; o

(3) Correo Electrónico: program.intake@usda.gov

Esta institución es un proveedor que ofrece igualdad de oportunidades.



Food and
Nutrition
Service

1320 Braddock
Place
Alexandria, VA
22314

DATE: April 19, 2022

SUBJECT: Commodity Supplemental Food Program (CSFP): Revised Maximum Monthly Distribution Rates to Return to Full Vegetable Issuance

TO: Regional Directors
Special Nutrition Programs
MARO, MPRO, MWRO,
NERO, SERO, SWRO, and
WRO

State Directors
CSFP State Agencies
All Current and New States

Issuing Agency/Office:	Food and Nutrition Service (FNS)
Title of Document:	Commodity Supplemental Food Program (CSFP): Revised Maximum Monthly Distribution Rates to Return to Full Vegetable Issuance
Document ID:	
Z-RIN:	N/A
Date of Issuance:	April 19, 2022
Replaces:	N/A
Summary:	This memorandum provides guidance on the return to full issuance of Commodity Supplemental Food Program (CSFP) food packages due to improvements in vendors' ability to supply canned vegetables.
<i>Body of guidance document follows.</i>	

Guide Rate Change

Since December 2020, the Commodity Supplemental Food Program (CSFP) has been experiencing product shortages due to ongoing issues with vendors' ability to supply some products. Canned vegetables were the most severely impacted. To address this issue, on February 26, 2021, FNS temporarily reduced the quantity of vegetables offered in the CSFP Maximum Monthly Distribution Rates, or Guide Rates, from 8 cans to 4 cans. Due to improving market conditions and the replenishment of vegetable inventories, FNS raised the temporary issuance to 6 cans on November 1, 2021. As conditions further improve, FNS is now in a position, effective May 1, 2022, to **return to the full issuance of 8 units of vegetables or soup for May 2022 distributions and beyond.** Attachment A provides the current Guide Rate for CSFP to be implemented on May 1, 2022.

As a reminder, the vegetable category distribution options are either:

1. 8 units of vegetables or soup, or
 2. 6 units of vegetables/soup and 1 package of dehydrated potatoes
- *Large can-size vegetables (16 oz. and greater) count as two vegetables in the Guide Rate.

While we encourage States and ITOs to issue the full 8 unit vegetable/soup category issuance to the greatest extent possible, to minimize program burden, any food packages that have already been pre-packed per the previous Guide Rate (effective February 26, 2021), may be distributed to CSFP participants without modification. However, May 2022 food packages packed after the issuance of this memorandum must be packed according to the Distribution Rates in Attachment A.

Temporary CSFP Product Purchases

Consistent with current FNS policy, some foods in the food package may be unavailable from time to time due to changing agricultural market conditions. This may impact the choices listed within the Food Package Categories. To alleviate recent vegetable product shortages, FNS has been purchasing a variety of vegetables not typically available in the CSFP package. To enable FNS to supply sufficient vegetables nationally to meet the full food package issuance rate, these alternative vegetable options will continue to be purchased for the time being. Depending on changes in the market, FNS may also need to purchase other products not usually offered.

Attachment B includes guidance on how to distribute these temporary products and will be updated on an as-needed basis when additional products are purchased.

We appreciate your assistance during this temporary shortage and your work to ensure CSFP participants continue to receive the needed food assistance during this time.

/s/ Original Signature on File

Laura Castro
Director
Food Distribution Division

Attachment A

**COMMODITY SUPPLEMENTAL FOOD PROGRAM
MAXIMUM MONTHLY DISTRIBUTION RATES**

Effective May 1, 2022 until Further Notice

Food Package Category	Food Item	Amount Each Month
Fruits and Juice	Canned Fruit (15.5 oz) Juice (64 oz) Raisins (15 oz)	<ul style="list-style-type: none"> • 1 juice and 3 cans fruit; or • 2 juices and 2 cans fruit; or • 1 package raisins, 1 juice, and 2 cans fruit; or • 1 package raisins, 2 juices and 1 can fruit.
Vegetables	Canned Vegetables or Soup (10.5 to 15.5 oz) Dehydrated Potatoes (1 lb)	<ul style="list-style-type: none"> • 8 cans vegetables or soup; or • 6 cans vegetables or soup, and 1 package dehydrated potatoes.
Cheese	Cheese (2 lb)	<ul style="list-style-type: none"> • 1 package cheese.
Milk	UHT Fluid Milk 1% (32 oz) Instant Nonfat Dry Milk (12.8 oz)	<ul style="list-style-type: none"> • 2 UHT milk; or • 1 UHT milk and 1 (12.8 oz) Nonfat Dry Milk
Meat, Poultry, and Fish	Beef, Beef Stew, or Chili* (24 oz) Chicken (10 to 15 oz) Beef Chili with Beans (15 oz) Tuna (12 oz) Salmon (14.75 oz)	<ul style="list-style-type: none"> • 1 (24 oz) shelf-stable package meat and 1 (10 to 15 oz) shelf-stable package beef, poultry or fish; or • 3 (10 to 15 oz) shelf-stable packages beef, poultry and/or fish of any combination.
Plant-Based Protein	Canned Beans (15.5 oz) Dry Beans or Lentils (1 to 2* lb) Peanut Butter (16 to 18* oz)	<ul style="list-style-type: none"> • 3 units of any combination of canned beans, (1 lb) dry beans or lentils, and peanut butter; or • 1 (2* lb) unit dry beans or lentils, and 1 unit of canned beans, peanut butter, or (1 lb) dry beans or lentils.
Cereals	Cereal, Dry Ready-to-Eat, (12 to 18 oz) Farina (18 oz) Rolled Oats (18 to 48* oz) Grits (2 to 5* lb)	<ul style="list-style-type: none"> • 2 units of any combination of cereal, farina, (18 oz) rolled oats, and (2 lb) grits; or • 1 (42* to 48* oz) unit rolled oats; or • 1 (5* lb) unit grits (every other month).
Pasta and Rice	Pasta (1 lb) Rice (1 to 2* lb)	<ul style="list-style-type: none"> • 2 units of any combination of pasta and (1 lb) rice; or • 1 (2* lb) unit rice

Attachment B¹

Temporary Food Options

The following tables provide details on how to incorporate the temporary CSFP products and sizes into the Distribution Rates.

For the following temporary vegetable products, one product unit should be issued as one can of vegetables under the Distribution Rates.

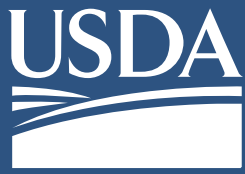
Temporary Products 1 can = 1 can of Vegetables	
Product	Material Code
Peas W/O Salt Can 12/15 Oz	111376
Tomatoes/Okra & Corn Can 12/15 Oz	111396
Okra Cut Can 12/14.5 Oz	111395
Beans Green Cut Can 24/14.5 Oz	111391
Beans Green French Can 24/14.5 Oz	111392
Corn Fresh Cut Kernel Can 24/15.25 Oz	111394
Collard Greens NSA Can 12/14 Oz	111425
Cut Green Beans 12/14.4 Oz	111426
Cut Italian Green Beans 24/14.5 Oz	111481
Low Sodium Collards 12/14 Oz	111484
Low Sodium Kale Greens 12/14.5 Oz	111483
Low Sodium Mixed Greens 12/14.5 Oz	111472
Mixed Vegetables 12/15 Oz	111491
Whole Green Beans 24/14.5 Oz	111490
Whole Kernel Gold Corn 12/15.25 oz	111470

¹ Updated Attachment B as of April 19, 2022. Attachment B will be updated on an as-needed basis as new products are purchased.

For the following temporary vegetable products, one product unit should be issued as two cans of vegetables under the Distribution Rates.¹

Temporary Products 1 can/pouch = 2 cans of Vegetables	
Product	Material Code
Beans Green Cut & Potatoes Can 12/38 Oz	111398
Sweet Potatoes Can 12/40 Oz	111399
Sweet Potatoes Can 29 Oz	111400
Mixed Vegetables Can 12/29 Oz	111401
Spaghetti Sauce Pouch 20/28 Oz	111402
Beans Green Can 12/38 Oz	111397
Mixed Vegetables 12/29 Oz	111480

¹ Updated Attachment B as of April 19, 2022. Attachment B will be updated on an as-needed basis as new products are purchased.



United States Department of Agriculture

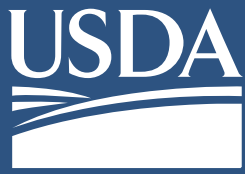
Civil Rights Training

The Emergency Food Assistance Program (TEFAP) and Commodity Supplemental Food Program (CSFP)

Civil Rights Division

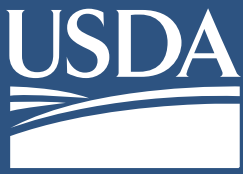
USDA, Food and Nutrition Service

WebEx Webinar
April 12, 2023



Agenda

- Civil Rights Authorities
- Civil Rights Review Areas
 - Assurances
 - Public Notification Requirements
 - Race and Ethnicity Data Collection
 - Complaints of Discrimination
 - Compliance Reviews
 - Resolution of Noncompliance
 - Civil Rights Training
 - Limited English Proficiency (LEP)
 - Individuals with Disabilities



Civil Rights Authorities

Title VI of the Civil Rights Act of 1964

- Race, Color, and National Origin

Civil Rights Restoration Act of 1987

- Clarifies the scope of the Civil Rights Act of 1964

Section 504 of the Rehabilitation Act of 1973 & Americans w/Disabilities Act (ADA) of 1990 and ADA Amendments Act of 2008

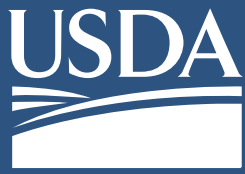
- Disability

Title IX of the Education Amendments of 1972

- Sex

Age Discrimination Act of 1975

- Age



Civil Rights Authorities (Continued)

7 CFR 15(a)(b)(c)

USDA implementing regulations for Federally assisted programs

7 CFR 16, "Equal Opportunity for Religious Organizations"

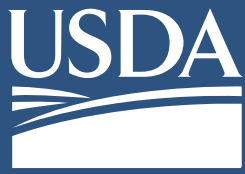
Gives equal footing to religiously affiliated organizations

28 CFR 35

Covers nondiscrimination on the basis of disability in State/local government services (public entities)

28 CFR 42

Covers nondiscrimination in Federally assisted programs

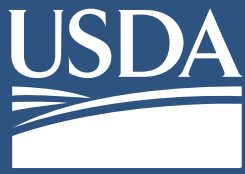


More Civil Rights Authorities

Executive Order 13166 - "Improving Access to Services for Persons with Limited English Proficiency" (65 FR 50121, August 11, 2000)

Executive Order 13988 – "Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation" (86 FR 7023, January 20, 2021)

"USDA Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With Limited English Proficiency" (79 FR 229, November 28, 2014)



Civil Rights Authorities (Continued)

USDA Departmental Regulation 4300-003

Equal Opportunity Public Notification Policy

USDA Departmental Regulation 4330-002

Prohibits discrimination in programs and activities funded in whole or in part by the USDA

FNS Instruction 113-1 and Appendix C

Civil Rights compliance and enforcement



Program Authorities

The Emergency Food Assistance Act of 1983 (Public Law 98-8), as amended.(TEFAP)

7 CFR Parts 250 & 251 (TEFAP)

7 CFR Parts 247 & 250 (CSFP)

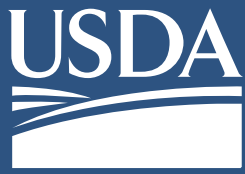
Sections 4(a) and 5 of the Agriculture and Consumer Protection Act of 1973 (Public Law 93-86), as amended.
(CSFP)

What is discrimination?

“Different treatment which makes a distinction of one person or a group of persons from others; either intentionally, by neglect, or by the actions or lack of actions based on a protected class”

Protected classes:

- ✓ Race
- ✓ Color
- ✓ National origin
- ✓ Age
- ✓ Sex (including gender identity and sexual orientation)
- ✓ Disability

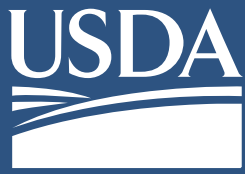


Assurances

To qualify for Federal financial assistance, an application must be accompanied by a written assurance that the entity to receive financial assistance will be operated in compliance with all nondiscrimination laws, regulations, instructions, policies, and guidelines.

A Civil Rights assurance statement must be incorporated in all agreements between:

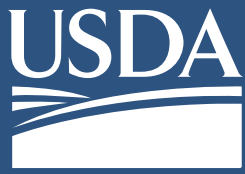
- Federal and State agencies (FNS Form 74)
- State agencies and local agencies or subrecipients
- Local agencies and subrecipients (if applicable)



Public Notification

- All FNS assistance programs must include a public notification system.

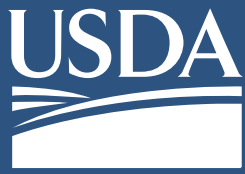
- The purpose of this system is to inform applicants, participants, and potentially-eligible persons of:
 - program availability
 - program rights and responsibilities
 - the policy of nondiscrimination
 - the procedure for filing a complaint



Elements of Public Notification

State agencies and their subrecipients must:

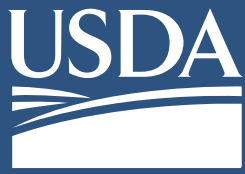
- Make program information available to the public upon request.
- Prominently display the “And Justice for All” poster.



Elements of Public Notification

State agencies and their subrecipients must:

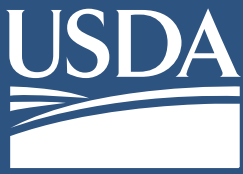
- Inform potentially eligible persons, applicants, participants and community organizations of programs or changes in programs.
- Convey the message of equal opportunity in all photos and other graphics that are used to provide program or program-related information.



Public Notification

States and their subrecipients must:

- 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.



United States Department of Agriculture

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:

1. mail:

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

2. fax:

(833) 256-1665 or (202) 690-7442; or

3. email:

program.intake@usda.gov

This institution is an equal opportunity provider.



Nondiscrimination Statement (*Spanish*)

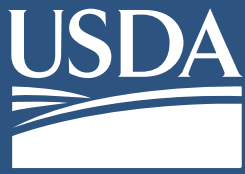
De acuerdo con la ley federal de derechos civiles y las normas y políticas de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta entidad está prohibida de discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación sexual), discapacidad, edad, o represalia o retorsión por actividades previas de derechos civiles.

La información sobre el programa puede estar disponible en otros idiomas que no sean el inglés. Las personas con discapacidades que requieren medios alternos de comunicación para obtener la información del programa (por ejemplo, Braille, letra grande, cinta de audio, lenguaje de señas americano (ASL), etc.) deben comunicarse con la agencia local o estatal responsable de administrar el programa o con el Centro TARGET del USDA al (202) 720-2600 (voz y TTY) o comuníquese con el USDA a través del Servicio Federal de Retransmisión al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe llenar un formulario AD-3027, formulario de queja por discriminación en el programa del USDA, el cual puede obtenerse en línea en:

<https://www.usda.gov/sites/default/files/documents/ad-3027s.pdf>, de cualquier oficina de USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida a USDA. La carta debe contener el nombre del demandante, la dirección, el número de teléfono y una descripción escrita de la acción discriminatoria alegada con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR) sobre la naturaleza y fecha de una presunta violación de derechos civiles. El formulario AD-3027 completado o la carta debe presentarse a USDA por:

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



Nondiscrimination Statement

At a minimum, the full Nondiscrimination Statement must be on:

- Application form(s)
- Notification of eligibility or ineligibility
- Notification of adverse action
- Program (Home) webpage (or a link to it)
- Public information, including program literature



Nondiscrimination Statement

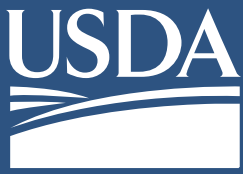
USDA Nondiscrimination Statement

Short versions

- **This institution is an equal opportunity provider.**
- **Esta institución es un proveedor que ofrece igualdad de oportunidades.** (Spanish)
- *Can be used in special circumstances only

Translations

- **Translations are available on the FNS Civil Rights web page**
- <https://www.fns.usda.gov/cr/fns-nondiscrimination-statement>



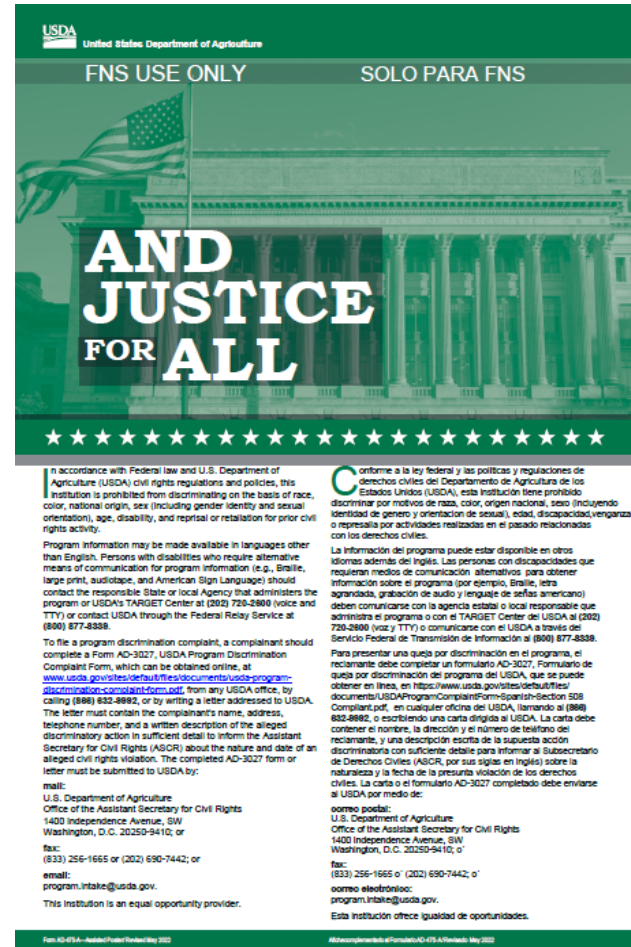
United States Department of Agriculture

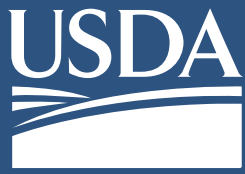
"And Justice For All" Poster

Display the poster in a prominent location for all to view

Required version for TEFAP and CSFP

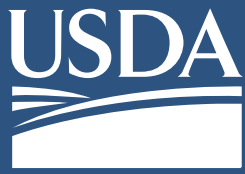
AD-475A





Race and Ethnicity Data Collection

- TEFAP is exempt from data collection.
- “State agencies and local agencies or other subrecipients that operate FDPIR and CSFP must collect and maintain racial or ethnic data as specified below. The other commodity programs listed under this Appendix are exempt from this requirement.” FNS Instruction 113-1, Appendix C, Section D
- Use Form FNS-191, Racial or Ethnic Group Participation – Commodity Supplemental Food Program, to record and submit racial or ethnic participation data for CSFP households.



Race and Ethnicity Data Collection

- Data should be collected at the point of application.
- Inform participants that provision of race and ethnic data is requested solely for the purpose of determining compliance with Federal civil rights laws and has no effect on eligibility.
- Notify the applicant that another data collection method will be used if they decline to self-identify.
- Children are not to be directly surveyed for the data.



Race and Ethnic Categories - Two Question Format

1. Ethnicity

Hispanic or Latino

Not Hispanic or Latino

2. Race (one or more of the following)

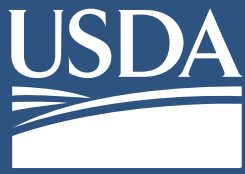
American Indian or Alaska Native

Asian

Black or African American

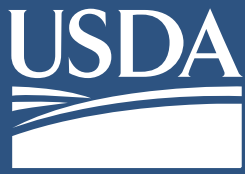
Native Hawaiian or Other Pacific Islander

White



Complaints of Discrimination

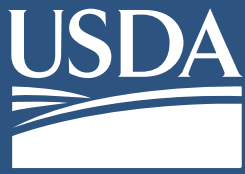
- State agencies are required to inform participants of the option to file a complaint with the USDA.
- Applicants and participants must file within 180 days of the alleged act of discrimination.
- Confidentiality is extremely important and must be maintained.
- Developing State agency complaint forms is optional.
- Maintain Civil Rights complaints in a log separate from other program complaints.



Complaints of Discrimination

Complaints should include:

- Name, address, and telephone number of the complainant
- The location and name of the organization or office
- The nature of the incident or action
- The names, titles, and business addresses of persons who may have knowledge of the discriminatory action
- The date(s) during which the alleged discriminatory actions occurred
- The basis for the alleged discrimination



Complaints of Discrimination

- Accept and forward all civil rights complaints to the FNS Civil Rights Division (CRD) or to the Office of the Assistance Secretary for Civil Rights in accordance with **FNS Instruction 113-1** and the **FNS State agency Complaints Processing MOU**, if in place.
- Accept written, verbal or anonymous.
- **Forward complaints based on race, color, national origin, sex (including gender identity and sexual orientation), and disability to CRD within five (5) calendar days of receipt.**
- **Forward complaints based on age (or a combination of age and other bases to CRD within five (5) business days of receipt.**



Complaints of Discrimination

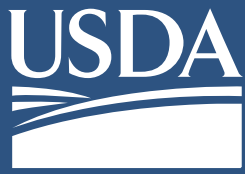
USDA complaint form

- English version:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>

- Spanish version:

<https://www.usda.gov/sites/default/files/documents/ad-3027s.pdf>



Compliance Reviews

Examine the activities of State agencies, subrecipients and local sites to determine Civil Rights compliance.

- FNS Civil Rights and Program staff review State agencies.
- FNS staff and State agencies review local agencies.
- Local agencies review their subrecipients.

Significant findings must be provided in writing to the reviewed entity and to FNS.

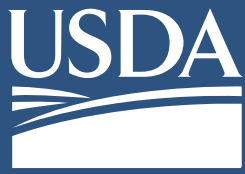
Compliance Review Types

There are three types of Compliance Reviews:

- Pre-Award
- Routine (Post-Award)
- Special compliance reviews

Pre-Award Reviews

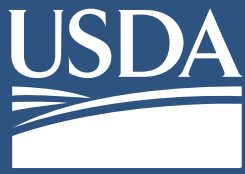
- The State agency usually conducts these as desk reviews of information provided by potential recipients in their applications to operate a FNS program.
- No Federal funds are provided to State agencies or other potential recipients until a Pre-Award Compliance Review determines the applicant complies with applicable Federal Civil Rights statutes and regulations.



Routine/Post-Award Reviews

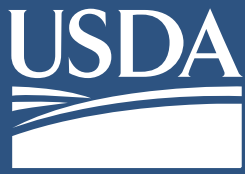
FNS and State agencies must conduct routine compliance reviews as identified by FNS Instruction 113-1 and program-specific regulations and policies.

- ✓ Assess all Civil Rights compliance areas.
- ✓ Sample post-award review questions:
 - Do printed materials and websites contain the nondiscrimination statement?
 - How are applicants and participants advised of their right to file a Civil Rights complaint of discrimination?
 - Are reasonable modifications and auxiliary aids and services appropriately made for people with disabilities?
 - Are reasonable steps taken to ensure meaningful access for persons with limited English proficiency.



Special Reviews

- Conducted by USDA's Office of the Assistant Secretary for Civil Rights independently or in conjunction with FNS program or Civil Rights staff
- Scheduled or unscheduled in follow-up to previous findings of noncompliance or to investigate reports of noncompliance by other agencies, media, or grassroots organizations
- May occur to resolve a specific incident or policy
- May occur as a result of an entity's history of statistical underrepresentation of group(s)
- May occur if a pattern of complaints of discrimination exists



Resolution of Noncompliance

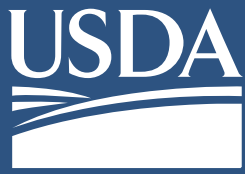
- A factual finding that any Civil Rights requirement, as provided by law, regulation, policy, instruction, or guidelines, is not being adhered to by a State agency, local agency or subrecipient agency
- Steps must be taken immediately to obtain compliance.
- A finding's effective date is the date of notice to the reviewed entity.

Voluntary Resolution Agreement

- A written agreement that the reviewed entity voluntarily enters with FNS to ensure compliance with Federal Civil Rights laws
- Between two or more parties (e.g., FNS CRD, State agency, subrecipient, complainant, etc.)
- To closeout a Civil Rights Review in lieu of issuing a written Compliance Review report with findings

Civil Rights Training

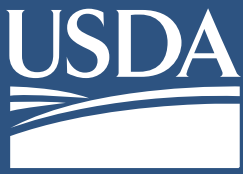
- State agencies are responsible for training local agencies on an **annual basis**.
 - ✓ Includes “frontline staff” and those who supervise frontline staff
- New employees must receive Civil Rights training before participating in Program activities.
- Volunteers (if any) must also receive training appropriate for their roles and responsibilities.



Civil Rights Training

All staff should receive training on all aspects of Civil Rights compliance, including:

- Assurances
- Public notification
- Complaints of discrimination
- Civil Rights training
- Racial and ethnic data collection
- Limited English Proficiency (LEP)
- Disability compliance
- Compliance reviews and resolution of noncompliance
- **Conflict Resolution**
- **Customer Service**

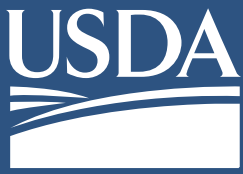


Limited English Proficiency (LEP) and Program Access

- Who are persons with LEP?
 - ✓ Individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English because of their national origin
- Recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities by persons with LEP.
- Failure to provide “meaningful” access to persons with LEP could be discrimination on the basis of national origin.

What is Meaningful Access?

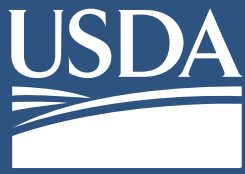
- Language assistance that results in accurate, timely, and effective communication at no cost to the LEP individual.
- For LEP individuals, meaningful access denotes access that is not significantly restricted, delayed, or inferior as compared to programs or activities provided to English proficient individuals. (See [DOJ Language Access Plan](#).)



Limited English Proficiency (LEP) and Program Access

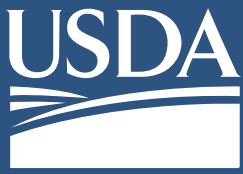
Factors included in assuring “meaningful” access

- The number or proportion of LEP people eligible to be served or likely to be encountered by the program
- The frequency with which LEP individuals come in contact with the program
- The nature and importance of the program, activity, or service provided by the program to people’s lives
- The resources available to the recipient and costs



Limited English Proficiency (LEP) and Program Access (Continued)

- Conduct assessments to determine language profile for their State, considering regional differences and updating as appropriate.
- Translate vital documents and online information.
- Post multilingual notices of free interpretation services.
- Utilize qualified and competent interpreters and translators.
- Train frontline staff regarding how to provide LEP populations with meaningful access.



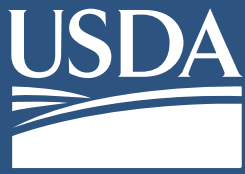
Limited English Proficiency (LEP) and Program Access (Continued)

Language services

- Applicants and participants cannot be asked to bring their own interpreters
- Children should **not** be used as interpreters

Examples of language services

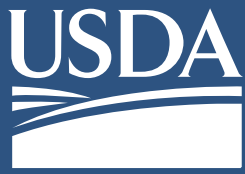
- Bilingual staff
- Qualified and competent telephonic interpreters
- Qualified and competent interpreters
- Qualified and competent translators
- Community organizations with qualified and competent volunteer interpreters



LEP Population and Data Sources

Population data sources:

- Department of Justice site: LEP.GOV
<http://www.lep.gov/maps/>
- US Census Data
[Data \(census.gov\)](http://www.census.gov)
- American Community Survey
<http://www.census.gov/acs/>
- Migration Policy Institute's National Center on Immigrant Integration Policy
<http://www.migrationpolicy.org/>

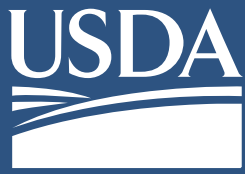


Disability Access

What is the definition of disability?

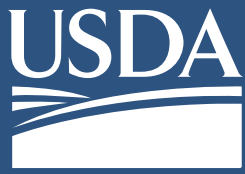
- A person who has a physical or mental impairment which substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment.
- Major life activity means functions such as caring for self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- Functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, cardiovascular, endocrine, and reproductive functions.

(ADA Amendments Act of 2008)



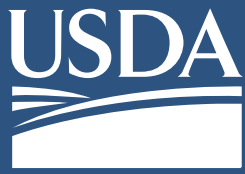
Disability and Program Access

- Ensure communication with individuals with disabilities is as effective as communication with others.
- Provide qualified sign language interpreters or other auxiliary aids and services for persons with hearing disabilities may be necessary to effectively communicate with these applicants and participants (i.e. Braille, large print, and audio tape).
- Ensure that members of the public are provided reasonable modifications in order to access program information, applications and assistance.



Disability and Program Access (Continued)

- As programs and offices modernize, it is imperative that websites, and online application systems are readily accessible to and useable by persons with visual impairments and other disabilities.
- In addition, programs must ensure physical accessibility for buildings and facilities, particularly to persons in wheelchairs and Other Power-Driven Mobility Devices.
- Programs must provide access for service animals.

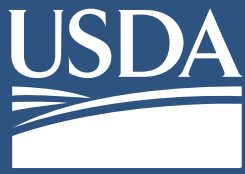


Disability and Program Access (Continued)

- Title II requires public entities to administer services, programs, and activities in the “most integrated setting” appropriate to the needs of qualified individuals with disabilities.
- The most integrated setting enables individuals with disabilities to interact with nondisabled persons to the fullest extent possible.

Questions

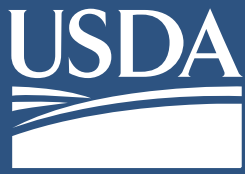




Contact Information

Justice S. Parazo, LPC
Regional Civil Rights Officer
Southwest Region
USDA Food and Nutrition Service
Office: (214) 290-9837
Justice.Parazo@usda.gov

Mary Lee
Regional Civil Rights Officer
Western Region
USDA Food and Nutrition Service
Office: (415) 705-1229
Mary.Lee@usda.gov

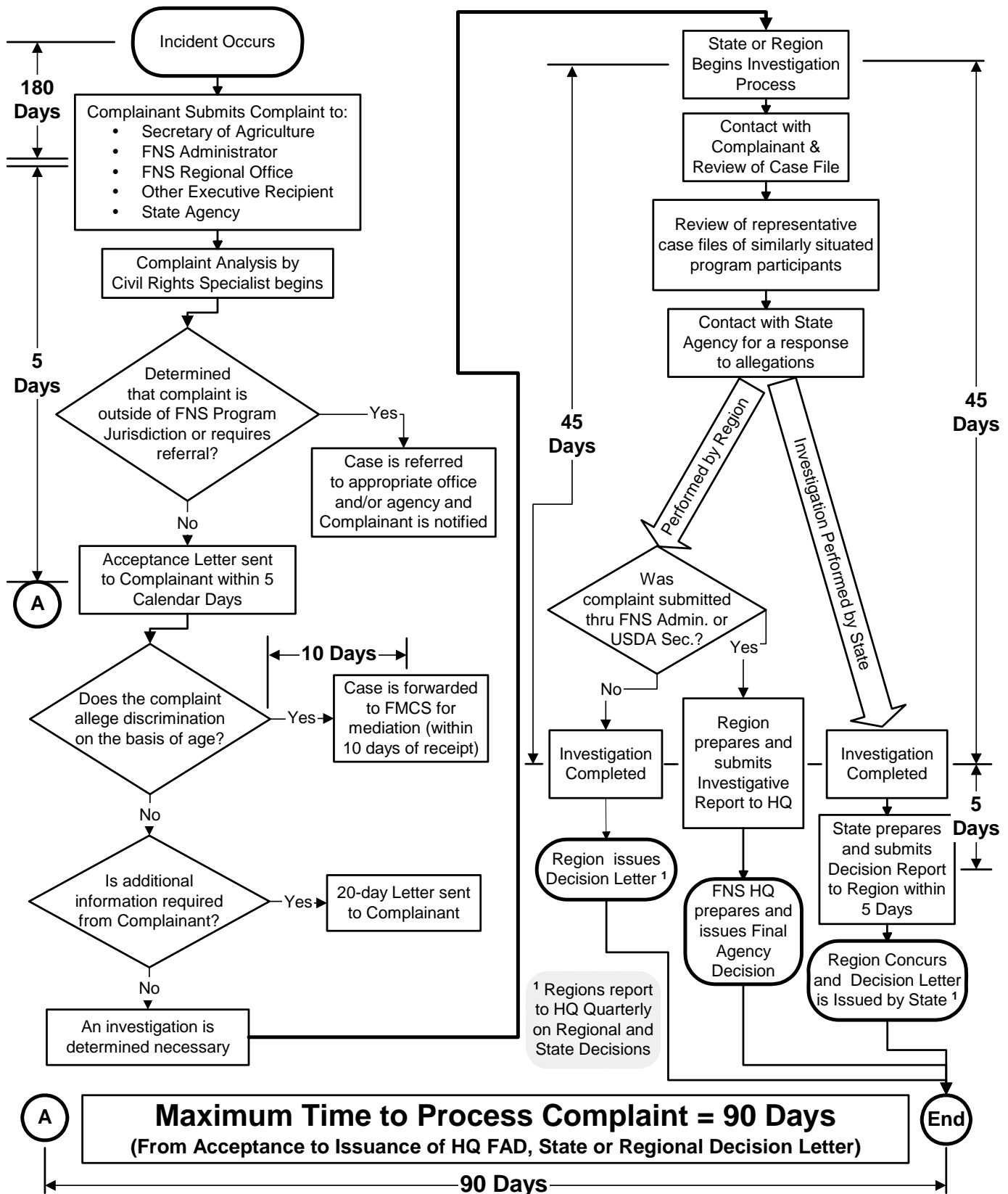


Training Survey

Please remember to complete the post-training survey:

[FY 23 Civil Rights Division USDA, Food and Nutrition Service Civil Rights Training \(office.com\)](#)

FNS 113 Complaint Processing Procedures & Timelines



**INCOME SUPPORT DIVISION
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP) COMPLAINT FORM**

1. INFORMATION ABOUT THE INDIVIDUAL MAKING A COMPLAINT			
NAME - Last	First		
ADDRESS		Case Number	
City	State	Zip Code	Telephone Number
Date of Application			
2. INDIVIDUAL, OFFICE, OR ORGANIZATION THE COMPLAINT IS AGAINST			
Individual's Name(s)		Office or Organization Address or Location	County
Supervisor's Name(s), If known		Date of Incident	
3. BASIS OF COMPLAINT- Check appropriate box(es)			
<input type="checkbox"/> Rude Treatment		Discrimination on basis of: <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin <input type="checkbox"/> Sex (including gender identity and sexual orientation) <input type="checkbox"/> Disability <input type="checkbox"/> Age <input type="checkbox"/> Reprisal or Retaliation for Prior Civil Rights Activity	
4. NATURE OF COMPLAINT- Please describe as clearly as possible what happened, why you believe it happened and how you were treated rudely and/or discriminated against. Please indicate who was involved and if there were any witnesses. Be sure to include how other persons were treated differently from you. Use additional pages if necessary.			
4. INVESTIGATION CONSENT- A complaint cannot be accepted if it has not been signed. By signing this form, you authorize the ISD Quality Improvement, Civil Rights Section to review the complaint for investigation.			
SIGNATURE			DATE
PRINTED NAME OF PERSON COMPLETING FORM (If different from above)		TELEPHONE NUMBER	
5. COMPLAINT PROCEDURE(S)- You may file your complaint directly with the State or USDA or both. You may also return this form to: ISD/Food & Nutrition Services Bureau (FANS BUREAU) 1425 WILLIAM SE, ALBUQUERQUE, NM 87102 - 4661			

NM HUMAN SERVICES DEPARTMENT
ISD CIVIL RIGHTS DIRECTOR
PO BOX 2348
SANTA FE, NM 87504-2348
Fax: (505) 827-7241

USDA
Office of the Assistant Secretary for Civil Rights
1400 Independence Ave, SW
Washington, D.C. 20250-9410
Fax: (833) 256-1665 or (202) 690-7442 or
Email: Program.Intake@usda.gov

**INCOME SUPPORT DIVISION
COMPLAINT FORM INSTRUCTIONS**

PURPOSE: The purpose of this form is to assist you in filing a program complaint of rude treatment and/or discrimination. For help filling out the form, you may call any of the telephone numbers listed at the bottom of the complaint form. You may write a letter instead. If you write a letter it must contain all the information requested in the form and be signed by you or your authorized representative. Incomplete information will delay the processing of your complaint.

You may submit your complaint directly to the field office or send to by fax or mail to the address listed on the complaint form. We must have a signed copy of your complaint. Incomplete information or an unsigned form will delay the processing of your complaint.

FILING DEADLINE: A program discrimination complaint must be filed no later than 180 days from the date you knew or should have known of the alleged discrimination. Complaints sent by mail are considered filed on the date received. Complaints sent by fax will be considered filed on the day the fax was received.

POLICY:

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

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

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

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

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

This institution is an equal opportunity provider.

CONSENT FOR INVESTIGATION: The Human Services Department Income Support Division Complaint Form is provided in accordance with the Privacy Act of 1974, 5 U.S.C §552a, and concerns the information requested in this form to which this Notice is attached. The Quality Improvement Section, Civil Rights Section requests this information pursuant to 7 CFR Part 15.

If the completed form is accepted as a complaint case, the information collected during the investigation will be used to process your rude treatment and/or program discrimination complaint. Disclosure is voluntary. However, failure to supply the requested information or to sign the form may result in dismissal of your complaint. If your complaint is dismissed, you will be notified. The information you provide in this complaint may be disclosed to outside parties where QIS determines necessary.

REPRISAL (RETALIATION) PROHIBITED: No agency, officer, employee, or agent of the HSD, including persons representing the HSD and its programs, shall intimidate, threaten, harass, coerce, discriminate against, or otherwise retaliate against anyone who has filed a complaint of rude treatment and/or discrimination or who participates in any manner in an investigation or other proceeding raising claims of discrimination.

**INCOME SUPPORT DIVISION
COMMODITY SUPPLEMENTAL FOOD PROGRAM (CSFP) FORMULARIO DE QUEJAS**

1. INFORMACIÓN ACERCA DE LA PERSONA QUE HACE LA QUEJA			
NOMBRE - Apellido		Primer Nombre	Número de Seguro Social (opcional)
DIRECCION			Número de Caso
Ciudad	Estado	Código Postal	Número de Teléfono
Fecha de Solicitud			
2. QUEJA CONTRA INDIVIDUO, OFICINA, O ORGANIZACION			
Nombre de Individuo(s)		Dirección de Oficina u Organización	Condado
Nombre de Supervisor(es)		Fecha del Incidente	
3. BASES DE QUEJA- Seleccione todos los que apliquen			
<input type="checkbox"/> Tratamiento Grosero		Discriminación a Base de: <input type="checkbox"/> Raza <input type="checkbox"/> Color <input type="checkbox"/> Origen Nacional <input type="checkbox"/> Sexo (incluyendo identidad de género y orientación sexual) <input type="checkbox"/> Discapacidad <input type="checkbox"/> Edad <input type="checkbox"/> Represalia o Retorsión por Actividades Previas de Derechos Civiles.	
4. NATURALEZA DE LA QUEJA- Favor de describir con la mejor claridad posible lo que paso, porque cree que sucedió, y como fue tratado groseramente y/o discriminado. Indique quien estuvo involucrado y si hubo algún testigo. Asegúrese de incluir como otras personas han sido tratadas diferentes a usted. Use páginas adicionales si es necesario.			
4. CONSENTIMIENTO DE INVESTIGACION- Una queja no puede ser aceptada si no se ha firmado este formulario. Al firmar este formulario, usted autoriza a la Sección de Mejora de la Calidad y Derechos Civiles de ISD revisar la queja para investigación.			
FIRMA			FECHA
NOMBRE DE LA PERSONA QUE LLENO EL FORMULARIO (Solo si es diferente a la persona de arriba)		NUMERO DE TELEFONO	
5. PROCEDIMIENTOS DE QUEJA- Usted puede presentar su queja directamente con el Estado o el USDA o ambos. También puede enviar este formulario a: ISD/Food & Nutrition Services Bureau (FANS BUREAU) 1425 WILLIAM SE, ALBUQUERQUE, NM 87102 - 4661			

NM HUMAN SERVICES DEPARTMENT
ISD CIVIL RIGHTS DIRECTOR
PO BOX 2348
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USDA
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Fax: (833) 256-1665 or (202) 690-7442 or
Correo Electrónico: Program.Intake@usda.gov

INCOME SUPPORT DIVISION INSTRUCCIONES DEL FORMULARIO DE QUEJA

PROPOSITO: El propósito de este formulario es de ayudarle a presentar una queja de tratamiento grosero y/o discriminación. Para obtener ayuda para llenar el formulario, puede llamar a cualquiera de los números de teléfono que aparecen en la parte inferior del Formulario de Quejas. Usted puede escribir una carta en lugar de este formulario. Si usted escribe una carta, debe contener toda la información solicitada en este formulario y debe ser firmada por usted o su representante autorizado. Información incompleta retrasará el procesamiento de su queja.

Usted puede presentar su queja directamente a la oficina local o enviar por fax o por correo a la dirección indicada en el formulario de queja. Debemos tener una copia firmada de su denuncia. Información incompleta retrasará el procesamiento de su queja.

FECHA LÍMITE: Una queja de discriminación de programas debe ser presentada a más tardar 180 días a partir de la fecha en que usted supo o debería haber sabido de la supuesta discriminación. Las quejas enviadas por correo se consideran presentadas en la fecha recibida. Las quejas enviadas por fax se considerarán presentadas el día que se recibió el fax.

POLIZA:

De acuerdo con la ley federal de derechos civiles y las normas y políticas de derechos civiles del Departamento de Agricultura de los Estados Unidos (USDA), esta entidad está prohibida de discriminar por motivos de raza, color, origen nacional, sexo (incluyendo identidad de género y orientación sexual), discapacidad, edad, o represalia o retorsión por actividades previas de derechos civiles.

La información sobre el programa puede estar disponible en otros idiomas que no sean el inglés. Las personas con discapacidades que requieren medios alternos de comunicación para obtener la información del programa (por ejemplo, Braille, letra grande, cinta de audio, lenguaje de señas americano (ASL), etc.) deben comunicarse con la agencia local o estatal responsable de administrar el programa o con el Centro TARGET del USDA al (202) 720-2600 (voz y TTY) o comuníquese con el USDA a través del Servicio Federal de Retransmisión al (800) 877-8339.

Para presentar una queja por discriminación en el programa, el reclamante debe llenar un formulario AD-3027, formulario de queja por discriminación en el programa del USDA, el cual puede obtenerse en línea en: <https://www.usda.gov/sites/default/files/documents/ad-3027s.pdf>, de cualquier oficina de USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida a USDA. La carta debe contener el nombre del demandante, la dirección, el número de teléfono y una descripción escrita de la acción discriminatoria alegada con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR) sobre la naturaleza y fecha de una presunta violación de derechos civiles. El formulario AD-3027 completado o la carta debe presentarse a USDA por:

(1) correo:

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

(2) fax:

(833) 256-1665 o (202) 690-7442; o

(3) correo electrónico:

program.intake@usda.gov

Esta institución es un proveedor que brinda igualdad de oportunidades.

CONSENTIMIENTO PARA INVESTIGACIÓN: El Departamento de Servicios Humanos (HSD), División de Apoyo Económico (ISD), Sección de Mejora de la Calidad (QIS) y Sección de Derechos Civiles determinara si tiene jurisdicción para procesar la queja sobre las bases identificadas y en los programas en cuestión.

El Formulario de Quejas del Departamento de Servicios Humanos División de Apoyo Económico, se proporciona de acuerdo con la Ley de Privacidad de 1974 5 U.S.C §552a, y consterna con la informaron solicitada en este formulario al qu ese adjunta el presente Aviso. La Sección de Mejora de la Calidad y la Sección de Derechos Civiles peticiona esta información en conformidad con el 7 CFR Parte 15.

Si el formulario es aceptado como un caso de queja, la información recompilada durante la investigación será utilizada para procesar su queja de tratamiento grosero y/o queja de discriminación. La divulgación es voluntaria. Sin embargo, la falta de suministro de la información solicitada o firmar el formulario puede resultar en el despido de su queja. Si se desestima su queja, se le notificara. La información que proporcione en esta queda puede ser revelada a terceros

REPRESALIAS (VENGANZAS) SON PROHIBIDAS: Ninguna agencia, funcionario, empleado o agente de la HSD, incluyendo personas que representen a HSD y sus programas, deberá intimidar, amenazar, acosar, coaccionar, discriminar, o tomar represalias contra cualquier persona que haya presentado una queja de tratamiento grosero o discriminación o que participe de alguna manera en una investigación u otros procedimientos de alegaciones de discriminación.



RIGHTS AND RESPONSIBILITIES

You Have Certain Rights While You Participate in CSFP

1. You must be notified of eligibility, ineligibility or placement on a waiting list, within 10 days from the date of application.
2. You must be provided the date, time, location and type of distribution for your service area.
3. You must be notified of the length of your certification period. Federally it is one (1) year. New Mexico allows two (2) twelve (12) month extensions after initial certification.
4. You must be notified in writing if you have been denied benefits or are terminated from the program.
5. You must be provided the reason why you are not or are no longer eligible.
6. You have the right to a fair hearing if you are denied benefits or terminated from the program.
7. You must be provided written information and receive appropriate referrals for:
 - a. Supplemental Security Income benefits provided under Title XVI of the Social Security Act (42 U.S.C. 1381 et seq.)
 - b. Medical assistance provided under Title XIX of the Social Act (42 U.S.C. 1396 et seq.) including medical assistance provided to a qualified Medicare beneficiary (42 U.S.C. 1395(p) and 1396d (5))
 - c. The Food Stamp Program (7 U.S.C. 2011 et. seq.) currently known as SNAP (Supplemental Nutrition Assistance Program)
8. Nutrition Education must be available to all adult participants or their proxies. You will be encouraged to participate.

You Have Certain Responsibilities While You Participate in CSFP

9. You or your proxy **must provide identification** every time you pick up to receive a USDA CSFP food package.
10. You must meet age, income and residency guidelines as determined by USDA and the New Mexico Human Services Department.
11. You must report changes in household income or composition within 10 days after the change(s) become known to the household.
12. Every 3 years you must provide the necessary verification to continue receiving CSFP.
13. Improper use or receipt of CSFP benefits as a result of dual participation or other program violations may lead to a claim against the individual to recover the value of the benefits.
14. If applicants or participants, or the proxies of applicants or participants, commit program violations, the State agency may require the local agency to disqualify the applicants or participants for a period of up to one year.
15. Program Violations Include:
 - a. Intentionally making false or misleading statements, orally or in writing
 - b. Intentionally withholding information pertaining to eligibility in CSFP
 - c. Selling commodities obtained in the program, or exchanging them for non-food items
 - d. Physical abuse, or threat of physical abuse of program staff
 - e. Committing dual participation

This institution is an equal opportunity provider.



DERECHOS Y RESPONSABILIDADES

Usted tiene ciertos derechos mientras participa en CSFP

1. Usted debe ser notificado de elegibilidad, inelegibilidad o colocación en una lista de espera, dentro de los 10 días de la fecha de la solicitud.
2. Se le debe proporcionar la fecha, hora, lugar y tipo de distribución para su área de servicio.
3. Debe ser notificado de la duración de su período de certificación. Federalmente es un (1) año. Nuevo México permite dos (2) extensiones de doce (12) meses después de la certificación inicial.
4. Se le debe notificar por escrito si se le han negado beneficios o se le da de baja del programa.
5. Se le debe proporcionar la razón por la que no está o ya no es elegible.
6. Usted tiene el derecho a una audiencia imparcial si se le niegan los beneficios o se le da de baja del programa.
7. Se le debe proporcionar información por escrito y recibir referencias apropiadas para:
 - a. Beneficios de Ingresos de Seguridad Suplementarios proveídos bajo el Título XVI de la Ley de Seguro Social (42 U.S.C. 1381 et seq.)
 - b. Asistencia médica proporcionada bajo el Título XIX de la Ley Social (42 U.S.C. 1396 et seq.) Incluyendo asistencia médica proporcionada a un beneficiario calificado de Medicare (42 USC 1395 (p) y 1396d (5))
 - c. El Programa de Cupones de Alimentos (7 U.S.C. 2011 et seq.) Actualmente conocido como SNAP (Programa de Asistencia de Nutrición Suplementaria)
8. La educación nutricional debe estar disponible para todos los participantes adultos y, si corresponde, para los padres o cuidadores de los niños participantes. Se le animará a participar.

Usted tiene ciertas responsabilidades mientras participa en CSFP

9. Usted o su apoderado **deben proporcionar una identificación** cada vez que recoja para recibir un paquete de alimentos del USDA CSFP.
10. Debe cumplir con las pautas de edad, ingresos y residencia determinadas por el USDA y el Departamento de Servicios Humanos de Nuevo México.
11. Debe informar los cambios en el ingreso o la composición del hogar dentro de 10 días después de que los cambios sean conocidos por el hogar.
12. Cada 3 años debe proporcionar la verificación necesaria para seguir recibiendo CSFP.
13. El uso indebido o la recepción de los beneficios de CSFP como resultado de la participación doble u otras violaciones del programa pueden dar lugar a un reclamo contra la persona para recuperar el valor de los beneficios.
14. Si los solicitantes o participantes, o los representantes de los solicitantes o participantes, cometen violaciones del programa, la agencia estatal puede requerir que la agencia local descalifique a los solicitantes o participantes por un período de hasta un año.
15. Violaciones del Programa Incluyen:
 - a. Hacer intencionalmente declaraciones falsas o engañosas, oralmente o por escrito
 - b. Retención intencional de información referente a la elegibilidad en CSFP
 - c. Vender los productos obtenidos en el programa o intercambiarlos por artículos no alimentarios
 - d. Abuso físico o amenaza de abuso físico del personal del programa
 - e. Compromiso de doble participación

Esta institución es un proveedor que ofrece igualdad de oportunidades.

F ood & N utrition S ervice	FNS INSTRUCTION	NUMBER
	U.S. DEPARTMENT OF AGRICULTURE Braddock Metro Center II 1320 Braddock Place Alexandria, VA 22314	709-5 Rev 4

ACTION BY: Food and Nutrition Service National Office
 Food and Nutrition Service Regional Offices
 Agricultural Marketing Service

INFORMATION FOR: State Distributing Agencies and Indian Tribal Organizations

SHIPMENT AND RECEIPT OF USDA FOODS

I PURPOSE

The purpose of this Instruction is to establish the general standards and procedures that the State distributing agency (SDA), Indian Tribal Organization (ITO) or other consignee 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); the Food Distribution Program on Indian Reservations (FDPIR); The Emergency Food Assistance Program (TEFAP); the National School Lunch Program (NSLP); the Nutrition Services Incentive Program (NSIP), which is administered by the Department of Health and Human Services; and in other outlets; and to convey established responsibilities for other entities such as USDA Foods vendors and carriers. The standards and procedures established in this Instruction are necessary in determining if shipments of USDA Foods are received in optimal condition and in the quantities ordered and ensuring the proper disposition and replacement of USDA Foods when circumstances warrant.

II AUTHORITY

This Instruction is based on Federal regulations in 7 CFR Part 250.

III FORMS

FSA-21, *Public Voucher – Commodity Programs*

IV RECORDS MANAGEMENT REQUIREMENTS

A Required records. The consignee must maintain documentation of:

- 1 The serial number of the security seal(s).
- 2 The temperature of a freezer or refrigerated truck or trailer upon arrival.

DATE:	MANUAL MAINTENANCE INSTRUCTIONS:	RESPONSIBLE FOR PREPARATION AND MAINTENANCE:	
4/8/2024	Replace Revision 3 with this Instruction	SNAS Policy Division	Page 1

3 The result of any inspections by State or local health authorities or a USDA certification agent to determine the condition of USDA Foods.

4 The disposition of USDA Foods received out-of-condition, including, as applicable, the destruction of such foods, or a signed salvage receipt from the vendor or carrier.

B Retention of records. Records must be retained for a period of three years from the close of the fiscal or school year to which they pertain.

V RESPONSIBILITIES

Not applicable

VI DEFINITIONS

A The definitions in 7 CFR 250 are applicable to this Instruction.

B The following definitions are also applicable to this Instruction:

1 Bill of lading (BOL). Documentation of the contents of a shipment and other pertinent information as required in the contract of carriage.

2 Carrier. A commercial enterprise that transports USDA Foods from one location to another but does not store such foods.

3 Consignee. An entity (e.g., SDA, ITO, recipient agency (RA), commercial storage facility, or processor) that receives a shipment of USDA Foods from a vendor or Federally-contracted storage facility.

4 Contracting Office. The USDA office (e.g., Agricultural Marketing Service's Commodity Procurement Program) that awards a contract for supplies or services and works with contractors to resolve issues.

5 Contracting Officer. The USDA representative who may authorize rejection of loads and make contractual determinations.

6 Demurrage. A charge assessed by the carrier for intermodal containers held beyond the specified free time.

7 Detention charge. A penalty charge assessed by carriers for shipments held beyond the specified free time.

8 Dunnage. The material used to protect or support freight during transit.

9 Free time. The amount of time established by carriers for the unloading of freight before penalty charges apply.

- 10 Goods receipt. The process of receipting for a delivery in the Web-Based Supply Chain Management system (WBSCM).
- 11 Household Programs. Programs which provide USDA Foods to participants for home consumption, including CSFP, FDPIR, and TEFAP.
- 12 In-kind replacement. The replacement of a loss of USDA Foods with the same type of food of U.S. origin, of equal or better quality as the USDA Food, and at least equal in value to the lost USDA Food.
- 13 Intermodal Container. A standardized shipping container used across different modes of transport from ship or rail to truck without unloading and reloading cargo.
- 14 Lumper fee. A fee assessed by a carrier to the consignee or vice versa for unloading a shipment. Lumper fees are not permitted when receiving USDA Foods.
- 15 Multi-food shipment. A shipment from a Federally-contracted storage facility that usually includes more than one type of USDA Food.
- 16 National Multi-Food Warehouse. A Federally-contracted storage facility that includes more than one type of USDA Food.
- 17 Out-of-condition USDA Foods. USDA Foods that are no longer fit for human consumption as a result of spoilage, contamination, infestation, adulteration, or damage.
- 18 Pallet. A platform for the placement of material for storage or transportation.
- 19 Pinwheeling. A process of arranging pallets on a truck with varied positioning when handling items of different sizes. Pinwheeling is not permitted for shipments originating from the National Multi-Food Warehouse.
- 20 Purchase order. The contract awarded to the vendor.
- 21 Refused Shipment. A shipment the consignee refuses to unload if (1) the security seal is broken or missing, or the serial number on the seal does not match the number on supporting documentation (e.g., BOL); or (2) for shipments originating from a vendor, the Contracting Officer does not respond with a resolution within two hours of Contracting Officer receipt of all required information as indicated under the definition of Refused Shipment Request in this Section, and in Sections IX and X, respectively. A shipment that has been refused must leave the consignee's property, when/if requested by the consignee. The Contracting Officer must be advised of all shipments refused to ensure formal rejection.
- 22 Refused Shipment Request. A consignee request to FNS to refuse to unload all or part of a shipment due to there being a question about out-of-condition USDA

Foods or USDA Foods not otherwise meeting contractual requirements. FNS in turn notifies the appropriate Contracting Officer who will determine and communicate to FNS whether the recipient should accept or reject the shipment. The Refused Shipment Request must include thorough documentation: the BOL; quantity of the product(s) in question; photographs/videos of the products including applicable product label(s) and thermometer/temperature readings, as necessary. See Sections IX and X, respectively, for further information.

23 Rejected Shipment. Official Contracting Officer determination, upon consideration of an SDA or ITO refused shipment request with regard to out-of-condition USDA Foods. A shipment that has been rejected must leave the consignee's property when/if requested by the consignee.

24 Sales order. An order for a specific USDA Food that includes the material description, quantity, delivery period, and destination, and that is identified by a specific code.

25 Security seal. A traceable, tamper-evident device to deter and detect unauthorized opening of a truck, trailer, or shipping container (e.g., commercial flat metal, wire, or plastic security seal).

26 Similar replacement. The replacement of a loss of USDA Foods with another type of food from the same food category (e.g., dairy, grain, meat/meat alternative, vegetable, fruit, etc.) that is of U.S. origin, of equal or better quality than that type of USDA Food, and at least equal in value to the lost USDA Food.

27 Slip sheet. A piece of cardboard used in place of a pallet.

28 Split shipment. A shipment of USDA Foods from a vendor that is split between two or more SDAs, ITOs, or recipient agencies, and that usually includes more than one stop-off or delivery location.

29 Tailgate. To move freight to the back end of a trailer for unloading.

30 Vendor. A commercial food company from which USDA purchases food.

31 WBSCM. Web-Based Supply Chain Management, an integrated food purchasing, tracking, and ordering system used by USDA and its customers, vendors, suppliers, and transportation personnel.

VII OBJECTIVES

A This Instruction is applicable to shipments of USDA Foods received by an SDA, ITO, a recipient agency, or other consignee, including processors, from a USDA-contracted vendor or from a Federally-contracted distribution facility, including a National Multi-Food Warehouse. This includes USDA Foods received at each delivery location in a split shipment, which is a type of direct delivery shipment from a vendor. Requirements specific to shipments from a National Multi-Food Warehouse are provided as applicable. Shipments of USDA Foods

from a vendor may be delivered in the vendor's truck or trailer, or in a truck or intermodal container belonging to a contracted commercial shipping company which, in this Instruction, is referred to as a carrier. A trailer or container may be transported to a specific location on a railcar, ship, or barge before delivery of its shipment of USDA Foods to the designated consignee. This method of delivery is sometimes referred to as an "intermodal" or "piggyback" shipment. This Instruction does not address issues related to Best-if-Used-By (BIUB) dates or equivalent. BIUB dates are addressed separately in Policy Memorandum FD-107, "Donated Food Storage, Distribution, and Product Dating (Revised)".

B The Instruction is not applicable to USDA Foods received by a recipient agency or other consignee from an SDA, ITO, or recipient agency storage facility; to end products received from a commercial processor or distributor; or to products ordered through the USDA Department of Defense Fresh Fruit and Vegetable Program (USDA DoD Fresh).

VIII ARRANGING FOR SHIPMENT AND DELIVERY

A Delivery appointment.

1. National Multi-Food Warehouse Deliveries. For shipments originating from a National Multi-Food Warehouse, the National Multi-Food Warehouse must arrange regular delivery dates with each consignee. If an order includes multiple truck loads, every effort must be made to arrange for all deliveries on the same day. The consignee must negotiate any tailgating by the National Multi-Food Warehouse when setting the delivery date(s). The consignee 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 consignee to determine a revised delivery date that is agreeable to both parties.

2. Direct Deliveries. Vendors must comply with all provisions of the AMS Master Solicitation for Commodity Procurements – Domestic Programs (MSCP-D), including delivery appointment requirements. For shipments originating from a vendor (i.e., any shipment not originating from a National Multi-Food Warehouse), the vendor or carrier must arrange for a delivery appointment with the consignee as far in advance of the expected delivery as possible. All parties are highly encouraged to address any non-federal shipment or delivery requirements in advance of the delivery (e.g., additional paperwork required by the warehouse). The vendor or carrier may make an earlier delivery than scheduled only if a new delivery date is arranged that is acceptable to the consignee 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 consignee 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 and the consignee cannot find a suitable redelivery time with the vendor or carrier, the consignee should contact FNS to request refusal of the shipment and await instructions from FNS about whether to reject it. FNS will in turn notify the appropriate Contracting Officer who will determine and communicate to FNS whether the recipient should accept or reject the

shipment. The consignee should report the issue and identify the carrier in the comment section of WBSCM when receiving for the delivery.

3. Split Shipment Deliveries. The requirements for direct deliveries referenced above apply. In addition, for split shipments (i.e., shipments that are split between two or more consignees), the vendor or carrier must arrange for a delivery appointment with each consignee.

B Advanced Shipment Notification (ASN). For shipments originating from a vendor (i.e., any shipment not originating from a National Multi-Food Warehouse), the vendor must create the ASN in WBSCM in advance of delivery of the USDA Foods shipment to provide the consignee sufficient advance notice of the delivery. The delivery appointment should be arranged with the consignee before entering the ASN into WBSCM. The vendor is encouraged to enter an ASN as soon as a delivery appointment is scheduled but is required to do so not less than 24 hours before the delivery. The ordering organization and receiving destination designated in WBSCM will receive the ASN by email. The ASN will include the following information:

- 1 Required delivery date.
- 2 Expected delivery date.
- 3 Delivery ship-to business partner.
- 4 Nutrition program acronym (e.g., CSFP, NSLP).
- 5 USDA Food product material number and description (e.g., material code).
- 6 Sales order number.
- 7 Sales order or Purchase Requisitions item number.
- 8 Quantity (e.g., cases, number of units) in shipment.
- 9 Purchase order item number.
- 10 Purchase order number.
- 11 Product vendor information.

For shipments originating from a National Multi-Food Warehouse, the consignee will not receive an ASN notification. Specific delivery dates are pre-arranged between the consignee and the National Multi-Food Warehouse and reflected in WBSCM. Approximately 40,000 pounds equates to about one (1) truckload. For large orders, consignees are expected to receive all trucks ordered for their specified delivery date. If consignees are unable to offload more than a

certain number of trucks per day, they should enter orders for other available delivery dates or contact the National Warehouse to request additional dates as needed.

C Destination changes. For shipments originating from a vendor (i.e., any shipment not originating from a National Multi-Food Warehouse), consignees wishing to change the shipment destination after the order is in “purchased” status in WBSCM must submit a request to the appropriate SDA or ITO, if applicable, which must in turn submit the request to the FNS Regional Office (FNSRO) for Household Programs or to the FNS National Office (FNSNO) USDA Foods Operations Division in the case of Child Nutrition Programs at least **45 days** in advance of the start of the delivery period.

For shipments originating from a National Multi-Food Warehouse, consignees wishing to change shipment destinations must notify the SDA or ITO, which must in turn submit the request to the FNS Regional Office (FNSRO) for Household Programs. National Warehouse managers will work with the Contracting Officer to process contract modifications to add, remove or change contracted destinations. Multi-Food Requisitions should not be placed for destinations no longer being used.

D Vendor or carrier unable to deliver USDA Foods. If a vendor or carrier arrives at the delivery location at the appointed time and is unable to unload USDA Foods as a result of action or inaction by the consignee, the vendor must contact the Contracting Officer before placing the USDA Foods in storage or moving them to another location which may subject the consignee to additional charges. Any disputes between the consignee and the vendor or carrier regarding liability for such charges that are not resolved at the SDA or ITO level must be referred to the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs, for resolution by FNS and the Contracting Officer, as applicable.

E Pallet exchange. For shipments originating from a vendor (i.e., any shipment not originating from a National Multi-Food Warehouse), pallet exchange (i.e., trading pallets of equal quantity and quality for those delivered with a shipment) is not required but may occur at the discretion of the consignee and should be arranged in advance of delivery.

For shipments originating from a National Multi-Food Warehouse, carriers do not exchange pallets.

IX INSPECTING THE SHIPMENT

A General requirements. The consignee must inspect each shipment and commercial delivery receipt (e.g., BOL) carefully prior to unloading to ensure that 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.

B Seal. The consignee must ensure the intact security seal(s) is on the door or other point of entry of the truck or trailer and must make a record of the serial number on the seal(s). If the security seal is broken or missing, or the serial number on the seal does not match the number on supporting documentation (e.g., BOL), the consignee must refuse the shipment,

including split shipments, and immediately notify the SDA or ITO, as applicable, which must in turn notify the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition programs. FNS will notify the appropriate Contracting Officer or the National Multi-Food Warehouse, as applicable. The SDA or ITO must enter a complaint in WBSCM documenting that the shipment had no security seal, the security seal was broken, or the serial number on seal did not match number on BOL. The Contracting Officer must be informed of all shipments refused due to non-conformance with seal requirements, to ensure formal rejection and other appropriate contractual actions are taken. FNS will inform the SDA or ITO when the shipment is formally rejected.

For shipments originating from a vendor (i.e., any shipment not originating from a National Multi-Food Warehouse), including split shipments, a previously refused shipment may only be accepted by the consignee after a Condition of Container Inspection has been performed by a USDA representative, as designated by the Contracting Officer. In such circumstances, any inspection costs must be paid by the vendor or carrier.

C. Removal of seal. The consignee is responsible for the removal of the security seal(s).

D. Temperature check. For frozen or refrigerated foods, at a minimum, the consignee must check the thermometer, which is usually located outside of the truck, to ensure that the temperature in the freezer or refrigeration unit is at an acceptable level, in accordance with USDA guidance, and must ensure that the unit is switched on and working.

E. Quantity of USDA Foods. The consignee must determine if there is any obvious discrepancy from the quantity of USDA Foods ordered (e.g., an overage or shortage). A more careful count must be conducted as the shipment is unloaded and prior to the vendor or carrier departing.

F. Observing condition of USDA Foods. The consignee must inspect the shipment to determine if the USDA Foods have been delivered in good condition and with no evidence of product tampering. The consignee should take note of any odors, infestation (e.g., dead insects or nesting materials), or damage to inner or outer containers. For frozen foods, the consignee should look for signs of defrosting or signs of thawing and re-freezing of the foods that could have occurred prior to the arrival of the shipment. For USDA Foods that are not intended to be frozen (e.g., canned products), it is recommended that the consignee also check to ensure that such foods do not arrive in such manner.

Fresh fruit or vegetable shipments must be inspected by a USDA representative in accordance with contract specifications. The vendor must arrange for the inspection either at origin or at each delivery destination per the contract requirements and pay any costs associated with inspection. Refer to the solicitation or contact FNS with questions.

X. SHIPMENT ACCEPTANCE OR REFUSAL REQUEST

A Some, but not a major portion, of USDA Foods out of condition, or minor discrepancy in quantity. Out-of-condition USDA Foods are those which are no longer fit for human consumption as a result of spoilage, contamination, infestation, adulteration, or damage.

For shipments originating from a vendor (i.e., any shipment not originating from a National Multi-Food Warehouse), if the consignee inspection indicates that some, but not a major portion, of the USDA Foods in the shipment are out-of-condition, or there is only a minor discrepancy from the quantity of USDA Foods ordered, the consignee may accept the entire shipment, document the discrepancy on the BOL, and segregate any out-of-condition USDA Foods. The consignee must in turn notify the SDA or ITO of the out-of-condition foods, as applicable, which must in turn notify the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs and file a complaint in WBSCM. FNS will consult with the Contracting Officer to determine a course of action.

Alternatively, when the consignee inspection indicates that some, but not a major portion, of the USDA Foods are out-of-condition, the consignee has the option to immediately notify the SDA or ITO, as applicable, of the out-of-condition foods upon receipt, requesting refusal of that part of the shipment. The SDA or ITO must in turn notify the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs and file a complaint in WBSCM when a goods receipt is entered in WBSCM. When making the request for refusal, the consignee must include the BOL; quantity of the product(s) in question; photographs/videos of the product(s), including applicable product label(s), and thermometer/temperature readings as necessary, which ultimately provide FNS and the Contracting Officer with adequate information to understand the issue at-hand. FNS will consult with the appropriate Contracting Officer to determine a course of action. This course of action may lead to part of the shipment being rejected.

For shipments originating from a vendor (i.e., any shipment not originating from the National Multi-Food Warehouse), if the Contracting Officer does not respond with a resolution within two (2) hours of Contracting Officer receipt of a complete Refused Shipment Request (see definition in Section VI) , the consignee may refuse to unload the shipment. The Contracting Officer must be informed of all shipments refused to ensure formal rejection or other appropriate contractual remedies. FNS will inform the SDA or ITO when the shipment is formally rejected.

For shipments originating from a National Multi-Food Warehouse, when the consignee inspection indicates that some, but not a major portion, of the USDA Foods are out-of-condition or that do not have the quantity of USDA Foods ordered (with the exception of evidence of pest infestation or activity), the consignee must accept the entire shipment, segregate unusable products, and report the loss or shortage to the SDA or ITO, as applicable, which must in turn inform the FNSRO and request guidance on disposing of any out-of-condition foods in accordance with Section XIII of this Instruction, and file a complaint in WBSCM when the order is received for issue tracking purposes.

For shipments originating from a National Multi-Food Warehouse that show evidence of pest infestation or activity if observed at time of delivery arrival, the consignee must take photographs/videos to document the issue, including the product(s) and product label(s). The consignee must immediately notify the SDA or ITO, as applicable, which must in turn notify the

FNSRO; the truck should not be unloaded. FNSRO will contact the FNSNO USDA Foods Operation Division which will work with the Contracting Officer and the National Multi-Food Warehouse to provide a decision as to whether the truck should be rejected. A complaint must also be entered into WBSCM.

For latent product defects observed by the consignee after acceptance of the shipment, the consignee must notify the SDA or ITO of the out-of-condition foods, as applicable, and file a complaint in WBSCM when the order has been received.

See Section XII of this Instruction with regard to the segregation of out of condition USDA Foods and reporting shortages/overages as applicable, and Section XIII for details on the disposition and replacement of out-of-condition USDA Foods.

B All, or major portion, of shipment of USDA Foods out-of-condition. For shipments originating from a vendor (i.e., any shipment not originating from the National Multi-Food Warehouse), if consignee inspection indicates that all, or a major portion, of the USDA Foods in a shipment are out of condition, the consignee may request refusal by immediately notifying the SDA or ITO, as applicable, which must in turn notify the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs. When making the request for refusal, the consignee must include the BOL; quantity of the product(s) in question; photographs/videos of the product(s), including applicable product label(s) and thermometer/temperature readings as necessary, which ultimately provide FNS and the Contracting Officer with adequate information to understand the issue at-hand.

FNS will consult with the Contracting Officer, as applicable, to determine if the shipment is to be rejected, or if an inspection by State or local health authorities or an authorized USDA agent must first be obtained to determine the condition of the USDA Foods. If an inspection is required, the SDA or ITO, as applicable, must inform the FNSRO or FNSNO USDA Foods Operation Division of the inspection results so that FNS and the appropriate Contracting Officer can determine if the shipment should be rejected. The SDA, ITO, or consignee must also ensure that the vendor or carrier is aware of the results of the inspection, subsequent inspection by health authorities, as applicable, and the FNS/Contracting Officer decision to accept or reject the shipment. The vendor or carrier is responsible for the prompt removal of a rejected shipment. Inspection costs for a rejected shipment due to out of condition USDA Foods must be paid by the vendor. Authorized USDA agent inspection costs will be paid by the Department if it is determined that the USDA Foods are not out-of-condition.

For shipments originating from a vendor (i.e., any shipment not originating from the National Multi-Food Warehouse), if the Contracting Officer does not respond with a resolution within two (2) hours of Contracting Officer receipt of a complete Refused Shipment Request (see definition in Section VI), the consignee may refuse to unload the shipment. The Contracting Officer must be informed of all shipments refused to ensure formal rejection or other appropriate contractual remedies. FNS will inform the SDA or ITO when the shipment is formally rejected.

For shipments originating from a National Multi-Food Warehouse, if consignee inspection indicates that all, or a major portion, of the USDA Foods in the shipment are out-of-condition,

the consignee must immediately notify the SDA or ITO, as applicable, which must in turn notify the FNSRO. FNSNO USDA Foods Operation Division will work with the National Multi-Food Warehouse to address the issue.

If there is a doubt as to the condition of the USDA Foods, or a disagreement with the vendor or carrier regarding their condition, the consignee must immediately notify the SDA or ITO, as applicable, which must in turn notify the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs. FNS will consult with the Contracting Officer or the National Multi-Food Warehouse, as applicable, to determine a course of action.

Any fresh fruit or vegetable delivery which fails to meet USDA specifications will be rejected by the Contracting Officer. If any lot of fresh fruits or vegetables fails to meet the product or packaging requirements, the vendor may request in writing that USDA accept delivery of the lot. USDA, with agreement from the consignee, may, at its option, accept delivery.

XI. RECEIPTING FOR THE SHIPMENT

A Delivery Receipt. The consignee must ensure that the delivery receipt (e.g., BOL) indicates the quantity of USDA Foods received, including product that is rejected at the time of receipt for being out-of-condition and the quantity received in good condition, before signing and dating such receipt and returning it to the vendor or carrier. The carrier, and not the consignee, is responsible for providing the vendor with the signed delivery receipt, with the exception of select bulk products for further processing (e.g., chicken), where grading certificates are provided by the consignee to the vendor. The signed delivery receipt must match the Goods Receipt quantity entered into WBSCM.

B WBSCM Goods Receipt. The consignee is responsible for entering the Goods Receipt into WBSCM within two (2) business days of receipt of the product. Electronic receipting within two (2) business days permits expeditious notification to FNS and other parties of the receipt of the shipment and allows payment to vendors in a timely manner. The Goods Receipt must indicate the quantity received in good condition and, if applicable, the quantity received damaged or refused/rejected.

If the consignee has not entered a Goods Receipt within two (2) business days of delivery and the Contracting Office has received an invoice for the shipment, the Contracting Office will enter a Goods Receipt into WBSCM in order to meet prompt payment requirements. The Goods Receipt entry will be based on vendor- or carrier-provided proof of delivery documentation such as a signed BOL.

Note that if the entire shipment is rejected by the Contracting Officer, no information is required or should be entered into WBSCM.

XII UNLOADING THE SHIPMENT

A Consignee responsibilities. The consignee is responsible for unloading the shipment of USDA Foods and for removing and disposing of dunnage and other debris. The consignee may request reimbursement for costs associated with restacking items that arrive unpalletized or pallets that arrive poorly stacked if appropriate documentation, including photographs/videos, is provided via the SDA or ITO, as applicable, to the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs, within a reasonable timeframe. A complaint must be entered in WBSCM documenting the issue. Fees levied on the vendor or carrier (e.g., gate fees or lumper fees) are not permissible. For shipments of frozen or refrigerated foods, the consignee must ensure that the freezer or refrigeration unit remains on during unloading.

For shipments originating from a National Multi-Food Warehouse, the consignee is responsible for unloading the entire order, including items that may be segregated (e.g., frozen under bulkhead), and ensuring that proper temperature is maintained. Careful attention should be paid to multi-stop loads and only pallets that are part of the consignee's order should be offloaded.

B Vendor or carrier responsibilities. The vendor or carrier is responsible for shipping product on pallets or equivalent (e.g., slip sheets) that are in acceptable condition, in accordance with applicable contract specifications. If pallet exchange is desired, the vendor or carrier must arrange for pallet exchange with the consignee prior to delivery. Fees levied on the consignee (e.g., lumper fees) are not permissible.

All shipments originating from a National Multi-Food Warehouse will arrive on pallets that must be positioned to facilitate timely unloading of USDA Foods (i.e., no pinwheeling). The National Multi-Food Warehouse Carrier is responsible for tailgating if previously arranged with the consignee.

C Free time. The consignee must complete the unloading of the shipment, and the removal of dunnage and other debris, within the period of free time. For palletized loads, free time is up to two (2) hours. For non-palletized loads, free time is up to six (6) hours. Failure to complete the unloading within the free time may incur a demurrage or detention charge, which the consignee may be obligated to pay.

D Segregating out-of-condition USDA Foods. As provided in Section X, if the consignee inspection indicates that some, but not a major portion, of the USDA Foods in the shipment are out-of-condition, or that there is only a minor discrepancy from the quantity of USDA Foods ordered, the consignee may accept the entire shipment and segregate any out-of-condition USDA Foods. In such circumstances, the consignee must identify cases or other units of USDA Foods, or those USDA Foods within a case or other unit, that are out-of-condition and segregate such foods from those that are in good condition, making note on the delivery documentation (e.g., BOL) as applicable. USDA Foods with cosmetic damage (e.g., small dents) should be retained for use as feasible.

E Verifying quantity of USDA Foods, overages, and shortages. The consignee must confirm the quantity of USDA Foods received when unloading to determine if the quantity of foods delivered is the quantity ordered or if there is an overage or shortage of the quantity ordered. Any overages or shortages must be noted on the signed delivery receipt (e.g., BOL) and

reflected in the WBSCM Goods Receipt. Directions for entering quantities in WBSCM are found in the WBSCM Work Instructions under “Help”. See Section XI for further details on receipting.

For shipments originating from a vendor (i.e., any shipment not originating from the National Multi-Food Warehouse), when there is a shortage of the quantity ordered, the SDA or ITO, as applicable, should notify the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs for appropriate resolution. As applicable, the FNSRO will work with FNSNO USDA Foods Operations Division to address the issue. For split shipments between two or more destinations, it is the responsibility of the consignee to unload the correct quantity at each delivery location in accordance with the Sales Orders. It is the responsibility of the SDA or ITO to make the necessary corrections in the event of an unloading error for split shipments.

For shipments originating from a National Multi-Food Warehouse that have less than the quantity of foods ordered, the consignee must notify the SDA or ITO, as applicable, which must in turn notify the FNSRO and make arrangements to receive the missing product as appropriate.

F Re-sealing for subsequent delivery. It is the responsibility of the vendor or carrier to re-seal/re-brace the truck for subsequent deliveries, such as in split shipments, or shipments originating from a National Multi-Food Warehouse. In a split shipment, the consignee, at the next delivery location, must ensure that the security seal(s) is/are intact and that the serial number on the seal matches the number on supporting documentation. Issues related to re-sealing, such as broken or missing seals, should be referred to the SDA or ITO, as applicable, which must in turn refer such issues to the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition programs.

For questions or issues regarding re-sealing for subsequent deliveries originating from the National Multi-Food Warehouse, the consignee should contact the SDA or ITO, which must in turn contact the FNSRO. Refer to Section IX of this Instruction for requirements with regard to seals.

G Delivery service upgrade requests. When notified of shipments, the consignee may request upgraded delivery services or delivery to an alternate warehouse, for example, delivery within the consignee’s premises, direct delivery tailgating, or delivery to a specific room within a building. Note that such delivery terms are beyond USDA contractual requirements. Any negotiations to upgrade services are between the vendor or carrier and consignee and any additional charges for special delivery terms are between the consignee and vendor or carrier. Any charges invoiced to USDA for additional delivery services will be denied.

XIII. DISPOSITION AND REPLACEMENT OF OUT-OF-CONDITION USDA FOODS

A Disposition of out-of-condition USDA Foods. For shipments originating from a vendor (i.e., any shipment not originating from a National Multi-Food Warehouse) that are found to contain out-of-condition USDA Foods, after taking the necessary steps provided in Sections IX through XII, as applicable, the consignee must provide the vendor or carrier with the

opportunity to remove such out-of-condition USDA Foods for salvage. If the vendor or carrier chooses to remove such USDA Foods, the consignee must obtain a signed salvage receipt or equivalent and provide it to FNS via the SDA or ITO, as applicable, upon request.

If the vendor's shipment has already been accepted and the vendor or carrier is unwilling to remove such foods, it is the responsibility of the consignee to destroy or otherwise dispose of the out-of-condition USDA Foods, in accordance with State or local requirements pertaining to food safety and health. Out-of-condition USDA Foods may not be used in any USDA food assistance programs. Any USDA markings must be obliterated if the product is salvaged for other use.

For shipments originating from a National Multi-Food Warehouse, if the shipment has already been accepted, the consignee must contact the SDA or ITO, as applicable, which must in turn contact the FNSRO for guidance in disposing of any out-of-condition foods.

B Replacement. For shipments originating from a vendor (i.e., any shipment not originating from the National Multi-Food Warehouse), when all or a major portion of USDA Foods shipments are rejected by the Contracting Officer, the vendor is responsible for replacement. Replacement, as applicable, must be in-kind, unless FNS approves similar replacement. The consignee must contact the SDA or ITO, as applicable, which must in turn contact the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs, to make arrangements to receive replacement product as appropriate. Alternatives to replacement may be negotiated with the Contracting Officer. In certain limited cases, FNS, working with the appropriate Contracting Officer, may pursue a claim against the vendor for payment of the value of the USDA Foods in lieu of physical replacement of the USDA Foods.

For shipments originating from a National Multi-Food Warehouse that contain out-of-condition USDA Foods, the consignee must work with the SDA or ITO, as applicable, which must in turn work with the FNSRO to make arrangements to receive replacement product as appropriate.

C Claims against vendor or carrier. As applicable, FNS, in coordination with the appropriate Contracting Officer, will pursue claims against vendors or carriers, as necessary, to ensure replacement of USDA Foods delivered out-of-condition, in accordance with FNS Instruction 420-1, "Managing Agency Debts".

D Reimbursement for expenses. The consignee may request, through the SDA or ITO, as applicable, from the FNSRO, or FNSNO USDA Foods Operations Division in the case of Child Nutrition Programs, reimbursement for expenses incurred in unloading, storing, inspecting, or disposing of USDA Foods that are delivered out-of-condition. In making such request for reimbursement, the consignee must use form FSA-21, "Public Voucher – Commodity Programs", which must be submitted to the FNSRO, or FNSNO USDA Foods Operation Division in the case of Child Nutrition Programs.

DIANE M. KRIVISKI
Associate Administrator
Supplemental Nutrition and Safety Programs



Food and
Nutrition
Service

Park Office
Center

3101 Park
Center Drive
Alexandria
VA 22302

DATE: November 21, 2017

POLICY NO: FD-107: National School Lunch Program (NSLP), Child and Adult Care Food Program (CACFP), Summer Food Service Program (SFSP), Commodity Supplemental Food Program (CSFP), Food Distribution Program on Indian Reservations (FDPIR), The Emergency Food Assistance Program (TEFAP), and Charitable Institutions

SUBJECT: Donated Food Storage, Distribution, and Product Dating (Revised)

Product dates found on retail and donated foods are not federally regulated and can have a variety of definitions. Food manufacturers may voluntarily provide dating to help consumers and retailers decide when food is of best quality, but these dates are not an indicator of wholesomeness or food safety. This memorandum is meant to provide clarification and guidance on policies and procedures for donated food storage and distribution as they relate to product dating. This memorandum replaces the previous FD-107, dated June 9, 2010.

To ensure that donated foods are distributed in a timely manner and in optimal condition, proper ordering, inventory management, and storage practices are necessary. Factors including the length of time and temperature at which food is held during storage and distribution, the characteristics of the food, and the type of packaging will affect how long a product will remain at optimum quality. Distributing and recipient agencies should therefore consider their anticipated demand (i.e., average participation or caseload) to ensure the amount of product they order is distributed to participants in optimal condition and that inventory levels do not exceed amounts needed for a six-month period for TEFAP, NSLP, and other child nutrition programs, or a three-month period for CSFP and FDPIR, as outlined in 7 CFR 250.12(c). Anticipated demand should be based on historical data and should incorporate factors such as shifts in participant preferences, seasonality, and distribution logistics.

As a general rule, distributing and recipient agencies should use a first-in-first-out (FIFO) system of inventory management by marking food cases or other containers with the date of receipt at the storage facility. However, distributing and recipient agencies should also note food product dates provided by the manufacturer. Products marked with the earliest end date (e.g., “best-if-used-by”, “best-if-used-before”, etc.) should be distributed first, even if those items were received after a similar item in inventory. Distributing and recipient agencies must manage their inventories to ensure that recipients have an opportunity to consume donated foods before product end dates have passed. For further guidance on the receipt and storage of donated foods, please refer to [FNS Instruction 709-5, Revision 2, “Shipment and Receipt of USDA Foods”](#), and regulatory requirements at 7 CFR 250.12 and 7 CFR 250.14.

The following paragraphs describe the meaning of some product dates that may be found on food products, including donated foods, in accordance with FNS regulation and USDA Food Safety and Inspection Service guidance. Some products, however, may not have dates printed on them. In such instances, distributing and recipient agencies should maintain records of when products are received and exercise effective inventory management and proper storage practices to ensure wholesomeness.

Product End Dates

A “best-if-used-by” or “best-if-used-before” date indicates when a product will be of best flavor or quality. A “use-by” date is the last date the manufacturer recommends using the product while at peak quality. A “sell-by” date is also a product quality indicator and is the date by which the manufacturer recommends that a store sell the food product for inventory management purposes. Any of these dates could appear on retail or donated foods; however, they are not directly related to food safety. If handled properly, the donated food could still be wholesome and safe to consume beyond these dates until the food exhibits signs of spoilage, such as changes in odor, flavor, or texture. If handled improperly, the foods could lose quality prior to the date marked on the package. **In order to ensure optimum quality, donated foods that have passed such dates should not be distributed to program recipients.** Importantly, program recipients should have the opportunity to consume all donated foods before product end dates have passed.

Pack Codes, Date of Pack, and Manufacturing Dates

A “pack code”, “date of pack”, or “manufacturing date” is a series of letters and/or numbers that indicates when the product was packaged, processed, or manufactured. For example, some donated foods such as canned items may contain manufacturing dates which indicate when the products were manufactured. Certain donated fruits and vegetables, such as canned or frozen peaches, pears, green beans, and corn, may contain pack codes or a date of pack instead. Foods with pack codes or a date of pack are packed shortly after harvest and may be delivered throughout the following year or until the next harvest season. Thus, distributing and recipient agencies may receive product packed or manufactured in the previous year (e.g., product packed in September 2017 may be delivered in July 2018).

Packing or manufacturing dates should not be interpreted the same as best-if-used-by or best-if-used before dates. While they may help determine the age of a product, these codes do not necessarily provide useful information on product wholesomeness or nutritional value. As described above, for products that only have packing or manufacturing dates rather than best-if-used-by dates, distributing and recipient agencies should maintain records of when products are received and exercise

effective inventory management and proper storage practices to ensure donated foods are distributed to program recipients in a timely manner and in optimal condition.

Out-of-Condition Foods

“Out-of-condition” foods are foods that are no longer fit for human consumption as a result of spoilage, contamination, infestation, adulteration, or damage, per 7 CFR 250.2. Out-of-condition donated foods should not be consumed nor distributed regardless of product dates or when the foods were received. If there are no visible defects but there is a question as to the wholesomeness of donated foods, the distributing or recipient agency must have the foods inspected by State or local health authorities, as necessary, to ensure the donated foods are still safe. As directed in 7 CFR 250.15, the distributing or recipient agency must follow food recall and complaints procedures, as applicable, and ensure that out-of-condition donated foods are removed, destroyed, or otherwise disposed of, in accordance with FNS instruction and State or local requirements pertaining to food safety and health.

Foods with Special Handling Requirements

Certain types of donated foods such as dried fruits, grain products, and string cheese are more sensitive to storage conditions. If handled improperly, they may go out-of-condition prior to the dates voluntarily marked on cases or containers. These types of items should be stored in a cool, dry place at refrigerator or freezer temperatures, as applicable and in accordance with proper storage guidelines, and should be distributed to program recipients as soon as possible. Please refer to the [USDA Foods Fact Sheets](#) for specific storage requirements for USDA Foods.

General Resources

Recipient agencies should contact distributing agencies, and distributing agencies should contact their FNS regional offices with any questions or refer to the following resources for more information:

- USDA Food Safety and Inspection Service website on Food Product Dating: <https://www.fsis.usda.gov/wps/portal/fsis/topics/food-safety-education/get-answers/food-safety-fact-sheets/food-labeling/food-product-dating/food-product-dating>
- USDA Foods Complaint Procedures: <https://www.fns.usda.gov/fdd/how-file-complaint>

/s/ Original Signature on File

Laura Castro

Director

Food Distribution Division



Important Storage Information for USDA Foods Cheese



Always

Keep USDA cheese in refrigerated areas



Never

Store cheese on unrefrigerated shelves

Why?

- USDA cheese is **100% pure cheese** and **not** shelf stable.
- It **must** be refrigerated (at or below 41° F) to prevent spoiling.
- Improperly stored cheese may be unsafe to eat — we want to keep everyone who eats USDA Foods healthy!

Remember to **always** check product labels to make sure foods are properly stored.

**Thank you for all of the hard work that you do to
help those in need!**



More Storage Information for USDA Foods Cheese

Best Practices

- ❖ **Storage Temperature:** Keep USDA Foods cheese products refrigerated at -41° F or below to avoid possible spoilage issues. Warmer temperatures may result in bacteria growth and possible food borne illness. Do not allow the products to freeze; freezing will affect the product's quality. Follow any manufacturer instructions on the package.
- ❖ **Transit and Distribution:** When refrigerated transportation or refrigerated holding is not possible, the items below may help to keep the cheese at required temperatures for short time periods.
 - Freezer blankets or insulated blankets
 - Coolers, insulated boxes, or bags
 - Ice packs
- ❖ **Time is important!**
 - Rule of thumb: Do not keep refrigerated cheese at temperatures above 41° F for more than a total of 2 hours. After 2 hours, harmful bacteria may grow.
- ❖ **Tell Participants:** Think about signage and other messages for participants that will help them know they must refrigerate USDA Foods cheese quickly after they receive it. Provide them with the time and temperature information.
- ❖ **Check your Procedures:** Think about how you can check on the temperature of foods and maintain refrigerated storage areas to plan for best practice distribution.



HEALTH CARE
AUTHORITY

NAME OF AGENCY

Volunteer Confidentiality and Disclosure Acknowledgement Form

As a volunteer of this organization, I understand that I may have access to confidential information, both verbal and written, relating to clients, volunteers or staff and the organization.

I understand, and agree, that all such information is to be treated confidentially and discussed only within the boundaries of my volunteer position at this organization.

I also agree not to discuss these same matters after I have left my volunteer position at this organization. I further understand that breach of this agreement shall constitute grounds for and may result in termination of my volunteer status with this organization.

I will not disclose any information obtained in the course of my volunteer placement to any third parties without prior written consent from the organization. This includes but is not limited to information pertaining to financial status and operations such as budget information, donations of money or gifts in kind, salary information, information pertaining to clients, staff or other volunteers except where such disclosure is consistent with stated policy and relevant legislation.

No information concerning any volunteer will be divulged without prior written consent of the volunteer. This includes addresses, telephone numbers, etc.

Failure to comply with the confidentiality policies of the organization may result in disciplinary actions, including the dismissal of the volunteer.

I understand the above and agree to uphold the confidentiality of these matters both during and following my volunteer service with the organization.

Please sign below to indicate your acceptance and agreement with these terms outlined above.

Volunteer Signature: _____ **Printed Name** _____ :

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.

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/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

This institution is an equal opportunity provider.



HEALTH CARE
AUTHORITY

NOMBRE DE LA AGENCIA

Voluntarios de Confidencialidad y Divulgación de Acuse de Recibo

Como voluntario de esta organización, entiendo que yo pueda tener acceso a información confidencial, tanto verbal como escrita, en relación con los clientes, los voluntarios o el personal y la organización.

Yo entiendo y estoy de acuerdo, que toda esa información debe ser tratada de forma confidencial y sólo se discutió dentro de los límites de mi posición de voluntario en esta organización.

También estoy de acuerdo de no hablar de estas mismas cuestiones después de haber dejado mi puesto de voluntario en esta organización. Además, entiendo que el incumplimiento de este acuerdo servirá de fundamento para y puede resultar en la terminación de mi condición de voluntario en esta organización.

Yo no voy a revelar cualquier información obtenida en el curso de mi trabajo voluntario a terceros sin el consentimiento previo por escrito de la organización. Esto incluye pero no se limita a la información relativa a la situación financiera y las operaciones, tales como información sobre el presupuesto, las donaciones de dinero o regalos en especie, la información sobre salarios, la información relativa a clientes, empleados o voluntarios de otras, salvo que dicha divulgación es consistente con la política declarada y relevante legislación.

No hay información relativa a cualquier voluntario será divulgada sin el consentimiento previo por escrito de los voluntarios. Esto incluye direcciones, números de teléfono, etc.

El incumplimiento de las políticas de confidencialidad de la organización puede dar lugar a acciones disciplinarias, incluyendo el despido de los voluntarios.

Entiendo lo anterior y de acuerdo con mantener la confidencialidad de estas cuestiones durante y después de mi servicio voluntario en la organización.

Por favor firme abajo para indicar su aceptación y acuerdo con estos términos antes expuestos.

Voluntarios Firma: _____ **Nombre Impreso:** _____

Fecha: _____

De conformidad con la Ley Federal de Derechos Civiles y los reglamentos y políticas de derechos civiles del Departamento de Agricultura de los EE. UU. (USDA, por sus siglas en inglés), se prohíbe que el USDA, sus agencias, oficinas, empleados e instituciones que participan o administran programas del USDA discriminen sobre la base de raza, color, nacionalidad, sexo, discapacidad, edad, o en represalia o venganza por actividades previas de derechos civiles en algún programa o actividad realizados o financiados por el USDA.

Las personas con discapacidades que necesiten medios alternativos para la comunicación de la información del programa (por ejemplo, sistema Braille, letras grandes, cintas de audio, lenguaje de señas americano, etc.), deben ponerse en contacto con la agencia (estatal o local) en la que solicitaron los beneficios. Las personas sordas, con dificultades de audición o discapacidades del habla pueden comunicarse con el USDA por medio del Federal Relay Service [Servicio Federal de Retransmisión] al (800) 877-8339. Además, la información del programa se puede proporcionar en otros idiomas.

Para presentar una denuncia de discriminación, complete el [Formulario de Denuncia de Discriminación del Programa del USDA](http://www.ascr.usda.gov/complaint_filing_cust.html), (AD-3027) que está disponible en línea en: http://www.ascr.usda.gov/complaint_filing_cust.html y en cualquier oficina del USDA, o bien escriba una carta dirigida al USDA e incluya en la carta toda la información solicitada en el formulario. Para solicitar una copia del formulario de denuncia, llame al (866) 632-9992. Haga llegar su formulario lleno o carta al USDA por:

- (1) Correo: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400
Independence Avenue, SW
Washington, D. C. 20250-9410;
- (2) Fax: (202) 690-7442; o
- (3) Correo Electrónico: program.intake@usda.gov

Esta institución es un proveedor que ofrece igualdad de oportunidades.

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



GENERAL INFORMATION	
SITE NAME	CONTRACTOR NAME
ADDRESS	DATE
CONTACT PERSON	AUTHORIZED CASELOAD

1. Is each applicant certified prior to the issuance of program benefits?
2. Is applicant information and certifying information complete?
3. Do certifying officials make notifications in accordance with Program policies and procedures?
 - a. Is written notice given within 10 days of eligibility, ineligibility, or placement on waiting list? 247.15
 - b. Is written notice given at least 15 days prior to expiration of certification period? 247.16(d)
 - c. Is written notice of discontinuance provided at least 15 days before the effective date of discontinuance? 247.17(a)&(b)
 - d. Is written notice of disqualification provided at least 15 days before the effective date of disqualification? 247.20(c)
 - e. Do the notification forms contain the information that informs the applicant that program standards are applied without discrimination by race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity?
 - f. Are certification periods maintained in accordance with Program policies and procedures? 247.16(a)

Please explain if you answered No.

4. Are waiting lists maintained in accordance with Program policies and procedures? 247.11
 - a. Do sites offering one month certification have a designated distribution period posted in a prominent location and communicated to all participants?
 - b. Is reasonable effort made to contact people on the waiting list in order, beginning with the first person each month for the purpose of offering the one-month certification?
5. Explain how the No- Show policy is communicated to recipients.
6. Is the "Fair Hearings and Appeals Process" posted and copies available on request and during distribution?
7. Are participants or proxies required to show IDs each time food is issued? 247.10(b)

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



8. Are participants or proxy signatures and dates maintained and available verifying receipt of food each time it is issued?
9. Are there any undistributed food boxes reported by certifying officials in accordance with Program policies and procedures?
10. Describe the process for food packages delivered to home-bound or transportation limited participants?

11. Describe the nutrition education provided at this distribution.
 - a. Are Supplemental Foods used for food demonstrations documented on the FNS 153 and supported with participant sign-in log sheets?
 - b. Does the distribution site work with SNAP-ED Contractors in their service area? Please provide the name of the provider (s) or providing organization(s).

12. Do all persons have an equal opportunity and accessibility to participate in the program regardless race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity?
 - a. Is the Civil Rights poster displayed in a prominent location during the distribution?
 - i. Is the correct version of the Civil Rights poster displayed 475 – A?
 - b. Do all materials used to publicize CSFP to the public contain the nondiscrimination statement and procedure for filing a complaint? (Attach copies or take photos for attachment)
 - i. Are program information and compliance procedures available on request in the appropriate translation?
 - c. Organizations that receive direct USDA assistance under any USDA program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services supported with direct USDA assistance. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services supported with direct assistance from USDA, and participation must be voluntary for beneficiaries of the programs or services supported with such direct assistance. Do they understand and comply?

13. In the opinion of the reviewer, based on information contained in this review and personal observation, does this site appear to be in compliance with Title VI of the Civil Rights Act of 1964?
 - a. Have there been any Civil Rights complaints filed against this site since the last review?
 - b. **If yes**, did the site follow the established procedure to correctly handle the Civil Rights complaint? A Corrective Action Plan must be provided if the procedure was not followed correctly.

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



- c. **If no**, what are the areas of noncompliance? (The back of the form or a separate sheet may be used)
- d. What are the recommendations for corrective action and follow-up? (The back of the form or separate sheet may be used)

- 14. Has the required staff and volunteers completed annual civil rights training?
 - a. Do site personnel utilize the USDA CSFP Civil Rights Training available at: <https://www.fns.usda.gov/csfp/csfp-orientation-new-states> or training provided by FANS?
 - b. Does the site have access to the internet?
- 15. Does the agency comply with ADA and LEP requirements?
 - a. Do the site personnel know the procedure for assistance with Language Interpretation?
 - b. Describe ADA accommodation.

- 16. Is the agency providing information for other public assistance programs?
 - a. SSI – Supplemental Security Income
 - b. Medical Assistance including qualified Medicare beneficiaries.
 - c. SNAP

Describe how the agency informs the public – potential recipients – of the availability of CSFP in their service area or community.

- 17. Please list any findings, observations, and/or commendations here.

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



18. Describe possible Corrective Action Plans discussed with the stie Coordinator or Warehouse Staff during this distribution.

ACKNOWLEDGEMENT OF REVIEW CONDUCTIED

REVIEWER NAME (printed), DATE, SIGNATURE

I ACKNOWLEDGE THAT THE FANS BUREAU REPRESENTATIVE NAMED ABOVE WAS HERE AND OBSERVED THIS DISTRIBUTION. ANY FINDINGS OR OBSERVATIONS THAT COULD NOT BE CORRECTED ON SITE WILL BE SENT TO THE CONTRACTOR FOR FURTHER DISCUSSION AND OR /DEVELOPMENT OF A CORRECTIVE ACTION WITH FANS, THE CONTRACTOR, AND SITE AS NECESSARY.

SITE STAFF PRINTED NAME, DATE, SIGNATURE

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



GENERAL INFORMATION	
SITE NAME	CONTRACTOR NAME
ADDRESS	DATE
CONTACT PERSON	AUTHORIZED CASELOAD

1. Is each applicant certified prior to the issuance of program benefits?
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 - f. Are certification periods maintained in accordance with Program policies and procedures? 247.16(a)

Please explain if you answered No.

4. Are waiting lists maintained in accordance with Program policies and procedures? 247.11
 - a. Do sites offering one month certification have a designated distribution period posted in a prominent location and communicated to all participants?
 - b. Is reasonable effort made to contact people on the waiting list in order, beginning with the first person each month for the purpose of offering the one-month certification?
5. Explain how the No- Show policy is communicated to recipients.
6. Is the "Fair Hearings and Appeals Process" posted and copies available on request and during distribution?
7. Are participants or proxies required to show IDs each time food is issued? 247.10(b)

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



8. Are participants or proxy signatures and dates maintained and available verifying receipt of food each time it is issued?
9. Are there any undistributed food boxes reported by certifying officials in accordance with Program policies and procedures?
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 - a. Are Supplemental Foods used for food demonstrations documented on the FNS 153 and supported with participant sign-in log sheets?
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 - i. Is the correct version of the Civil Rights poster displayed 475 – A?
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 - i. Are program information and compliance procedures available on request in the appropriate translation?
 - c. Organizations that receive direct USDA assistance under any USDA program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services supported with direct USDA assistance. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services supported with direct assistance from USDA, and participation must be voluntary for beneficiaries of the programs or services supported with such direct assistance.
Do they understand and comply?

13. In the opinion of the reviewer, based on information contained in this review and personal observation, does this site appear to be in compliance with Title VI of the Civil Rights Act of 1964?
 - a. Have there been any Civil Rights complaints filed against this site since the last review?
 - b. **If yes**, did the site follow the established procedure to correctly handle the Civil Rights complaint? A Corrective Action Plan must be provided if the procedure was not followed correctly.
 - c. **If no**, what are the areas of noncompliance? (The back of the form or a separate sheet may be used)

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



- d. What are the recommendations for corrective action and follow-up? (The back of the form or separate sheet may be used)

- 14. Has the required staff and volunteers completed annual civil rights training?
 - a. Do site personnel utilize the USDA CSFP Civil Rights Training available at: <https://www.fns.usda.gov/csfp/csfp-orientation-new-states> or training provided by FANS?
 - b. Does the site have access to the internet?

- 15. Does the agency comply with ADA and LEP requirements?
 - a. Do the site personnel know the procedure for assistance with Language Interpretation?
 - b. Describe ADA accommodation.

- 16. Is the agency providing information for other public assistance programs?
 - a. SSI – Supplemental Security Income
 - b. Medical Assistance including qualified Medicare beneficiaries.
 - c. SNAP

Describe how the agency informs the public – potential recipients – of the availability of CSFP in their service area or community.

- 17. This section is for sites storing USDA foods. Describe the process of storing USDA foods at this site.
 - a. Is food stored away from walls?
 - b. Is the food storage area kept clean and secure?
 - c. Was the temperature log reviewed? Record the temperature(s) in your description.
 - d. Describe or Review the Cleaning Schedule and log if available.
 - e. Describe or Review the Pest Control Schedule.

**New Mexico Human Services Department – Food and Nutrition Services Bureau
Commodity Supplemental Food Program (CSFP)**



18. Describe the procedure used to distribute CSFP packages held on site.
 - a. Does the site have a copy of the agreement with the contractor's name here?
 - b. Does the site provide timely submission of participation to the contractor's name here?
 - c. Are applications kept on site or sent to and stored with the contractor's name here?
 - d. Describe the documents used to track the receipt, distribution, and storage of CSFP packages.

19. Is there adequate site personnel for this distribution?

20. Please list any findings, observations, and/or commendations here.

21. Describe possible Corrective Action Plans discussed with the site Coordinator or Warehouse Staff during this distribution.

ACKNOWLEDGEMENT OF REVIEW CONDUCTED

REVIEWER NAME (printed), DATE, SIGNATURE

I ACKNOWLEDGE THAT THE FANS BUREAU REPRESENTATIVE NAMED ABOVE WAS HERE AND OBSERVED THIS DISTRIBUTION. ANY FINDINGS OR OBSERVATIONS THAT COULD NOT BE CORRECTED ON SITE WILL BE SENT TO THE CONTRACTOR FOR FURTHER DISCUSSION AND OR /DEVELOPMENT OF A CORRECTIVE ACTION WITH FANS, THE CONTRACTOR, AND SITE AS NECESSARY.

SITE STAFF PRINTED NAME, DATE, SIGNATURE



Food and
Nutrition
Service

DATE: May 4, 2016
POLICY NO: FD-079: Commodity Supplemental Food Program (CSFP)
SUBJECT: Retroactive Food Package Distributions (Revised)

Park Office
Center

3101 Park
Center Drive
Alexandria
VA 22302

The purpose of this memorandum is to clarify Food and Nutrition Service (FNS) policy regarding CSFP retroactive food package distributions. Per CSFP regulations at 7 CFR Part 247.10(a), the local agency must distribute a food package to participants each month, or a two month supply of food to participants every other month. These food packages must be distributed in accordance with established guide rates and must not be distributed retroactively under normal circumstances.

To the greatest extent practical, CSFP State agencies should work with their local agencies to distribute CSFP food packages early in the month to allow for unforeseen circumstances and maximize caseload use. Further, CSFP regulations provide flexibility to ensure that participants may receive food packages in instances when they cannot get to a distribution center. State and local agencies should review current policies and procedures to ensure, to the greatest extent possible, continued service to participants who are unable to pick up food packages. Per program regulations at § 247.6(c), CSFP State agencies must include in their State Plans a description of the means by which the State will meet the needs of homebound seniors. Per CSFP regulations at § 247.5(c), local agencies must, to the extent possible, meet the special needs of these individuals. These requirements extend to those individuals who may be temporarily homebound.

CSFP State agencies may permit the use of proxies, particularly when participants are unable to pick up food packages in a given month. Proxy designations must be in writing, must indicate the period of time such designations are intended to cover, and must be maintained on file by the local agency. A designated proxy must provide some form of identification prior to picking up a CSFP food package (see CSFP Policy Memorandum FD-099, “Questions and Answers about Waiting Lists and Caseload Management”).

There may be rare instances where a local agency is unable to distribute CSFP food packages, or participants may be unable to pick up such food packages in a given month. This could be due to unforeseen circumstances including road closures, lack of electricity, staff shortages, or unsafe conditions. In such extreme circumstances, if

an alternate CSFP food package delivery date cannot be scheduled within the same month, the State agency must immediately seek guidance from its respective FNS Regional Office on how to proceed. The FNS Regional Offices and FNS Headquarters will work together with State agencies to address such situations.

/s/ Original Signature on file

Laura Castro

Director

Food Distribution Division



Food and
Nutrition
Service

Park Office
Center

3101 Park
Center Drive
Alexandria
VA 22302

DATE: May 5, 2016
POLICY NO: FD-099: Commodity Supplemental Food Program (CSFP)
SUBJECT: Questions and Answers about Waiting Lists, and Available Flexibilities in Caseload Management (Revised)

Many States have lost caseload in recent years by underusing caseload they were authorized to serve. This memorandum provides further clarification and guidance on policies and procedures regarding CSFP waiting lists and caseload management, and replaces the previous FD-099, dated January 6, 2010. Relevant information regarding caseload management may be found in the CSFP regulations at 7 CFR 247.21 and other sections as noted in the questions and answers below.

1. Must a local agency prioritize applicants on a waiting list in any particular order?

No. However, local agencies must meet civil rights requirements at 7 CFR 247.37, ensuring that no person is subject to discrimination on the grounds of that person's race, color, national origin, age, sex, or disability. For example, consistent with 7 CFR 247.11, a local agency may certify eligible individuals from the waiting list based on the date the application was received on a first-come, first-served basis.

2. Must the State agency require its local agencies to certify applicants as eligible for CSFP before placement on the waiting list?

No. However, State agencies may permit this practice. Certification of individuals as eligible for CSFP before placement on the waiting list may eliminate the need to do so when a caseload slot opens up, thus saving time. This is because seniors may have fixed incomes, which can be verified at the initial eligibility determination. In such instances where an applicant with a fixed income was deemed eligible for CSFP before placement on the waiting list and a caseload slot opens up, the local agency must at minimum:

- a. Verify the individual's address and continued interest in receiving program benefits, and
- b. Have sufficient reason to believe that the individual still is eligible for program benefits.

It should be noted that, for an individual who has remained on the waiting list for greater than six months, the local agency must perform a full certification before providing that individual with benefits. This ensures program integrity.

3. What is the minimum period by which an eligible individual can be certified to participate in the program? May the State agency permit a certification

period of one month?

Participants must receive at least one month's worth of supplemental foods per CSFP regulations at 7 CFR 247.10 and applicable guide rates; therefore, the minimum participant certification period is one month.

As a background, the maximum participant certification periods are provided at 7 CFR 247.16. In general, certification periods may be up to six months in length. Elderly certification periods may be extended if certain conditions are met (please reference 7 CFR 247.16(a)(2)). However, participant certifications for these timeframes may not be feasible when a regular program participant misses a scheduled distribution, and the local agency cannot reach the individual for food package pickup or delivery after making every reasonable effort to do so. In order to fully use caseload and serve as many food packages as authorized, the State agency may permit its local agencies to provide temporary CSFP benefits to participants on waiting lists.

If certifying a participant for only one month, the local agency must provide the participant notification of placement back on the waiting list at the time of issuance. The individual temporarily certified should not have any expectation that he or she will receive benefits for successive months, if the local agency does not expect to have caseload open to do so. By permitting a local agency to provide CSFP benefits in this fashion, the State agency can maximize caseload use each month.

4. What methods of communication can local agencies use to maximize program participation within assigned caseload?

Communication is critical to ensuring that participants know where and when scheduled distributions will take place, including home deliveries. Per the regulations at 7 CFR 247.15, the local agency must inform the new participant of the time, location, and means of food distribution, as well as the length of the certification period. Many local agencies provide participants with printed calendars showing the distribution times, dates, and locations, including the dates for delivery to homebound individuals. In addition, some local agencies regularly contact participants via telephone prior to the distribution to confirm the date, time, and location, as well as participants' intent to participate that month. By proactively and frequently communicating with CSFP participants in a positive manner, local agencies can provide clear expectations to such participants, address challenges with food package pickup or home delivery, prevent customer service complaints, and ultimately help ensure full caseload use.

5. Should local agencies, to the extent feasible, distribute CSFP food packages early in the month?

Yes. Distributing food packages early in the month allows local agencies additional time to make alternate arrangements if a participant is unable to make a scheduled distribution, or unforeseen circumstances (e.g., hazardous weather) prevent the local agency from distributing CSFP food packages.

In cases where a participant cannot get to a distribution center on the scheduled distribution date, State and local agencies should review current policies and procedures to ensure, to the greatest extent possible, continued service to such participants. If an individual misses a distribution, a local agency may wish to contact the individual again to confirm continued interest in receiving benefits, and give the individual another chance to obtain CSFP benefits by providing an alternate pickup or delivery date and time if available. The local agency may also choose to certify an eligible individual from the waiting list to ensure full caseload use.

6. May State agencies permit the use of proxies during certification and recertification, as well as food package distributions?

Yes. A proxy is any person designated by the participant, or by the caretaker of the participant, to obtain supplemental foods on behalf of the participant. Allowing the use of proxies in CSFP significantly reduces a barrier to participation in the program for eligible homebound seniors and other qualified individuals with limited mobility.

State agencies that choose to permit the use of proxies must require local agencies to implement procedures that deter fraud. At minimum, State agencies must require local agencies to:

- a. Obtain proxy designations in writing, including the period of time the designations are intended to cover;
- b. Maintain files of all written proxy designations; and
- c. Review proxy identification prior to each certification, recertification, and food package distribution.

State agencies must also ensure that local agencies meet all program requirements prior to permitting the use of proxies, including the provision of nutrition education and health care referrals to the participant, or the participant's caretaker.

7. Is there a limit to the number of proxies a participant can designate or the number of participants to which a proxy can be assigned?

No. A participant can designate as many proxies as needed to ensure his or her food package is picked up each month. A designated proxy can also serve as the proxy for more than one participant. State agencies that choose to permit the use of multiple proxies must require local agencies to implement procedures to detect and prevent fraud. Conversely, a State agency may choose to limit the number of proxies that can be used by a participant to prevent fraud, as well as undue administrative burden on its local agencies.

8. Must State agencies proactively monitor program participation and caseload use?

Yes. Please reference 7 CFR 247.21 for the regulatory requirements regarding caseload assignments, particularly how caseload is determined for each State. Within available national resources, each State's caseload is determined primarily by the State's performance in using caseload in the prior year. Each caseload slot represents the State's authority to serve a monthly CSFP food package to an individual in need for a year. Each CSFP State is expected to be proactive in working with its local agencies to achieve full caseload use early in the year.

CSFP State agencies must proactively monitor participation and caseload usage rates on a monthly basis, and ensure that participation does not exceed assigned caseload on an average monthly basis. The FNS-153, Monthly Report of the Commodity Supplemental Food Program and Quarterly Administrative Financial Status Report, contains the reported data necessary to accomplish this task. In addition, State agencies should use electronic means, such as commonly available off-the-shelf spreadsheet software (e.g., Microsoft Excel), to proactively and promptly identify and address caseload usage issues.

9. May State agencies institute a participant no-show policy, or allow their local agencies to do so?


Yes. In some States, after a participant misses two or three consecutive distributions, that individual is discontinued from the program with 15 days' written notice prior to the effective date, consistent with CSFP regulations at 7 CFR 247.17. This enables the local agency to better serve individuals on the waiting list. State agencies may also permit local agencies to provide temporary one-month benefits to eligible individuals off waiting lists, should a regular program participant choose to forego benefits for that month. Please reference the answer to Question Number 3 for further details.

Having a waiting list of eligible seniors ready to go on the date of a distribution can help account for no-shows. Local agencies can identify individuals who may be eligible to participate in the program through existing connections at partnering agencies, senior housing communities, and other sites that primarily cater to low-income seniors. Waiting lists allow local agencies to more effectively maintain a caseload usage rate closer to 100 percent on an average monthly basis.

10. Is the State agency permitted to adjust local agencies' caseloads based on past performance?

Yes. State agencies may adjust their local agencies' caseload and administrative funding allocations periodically, based on caseload usage rates. These adjustments may be performed annually or at another frequency, provided the State agency communicates its expectations up front, preferably in a written agreement between the State and local agency. For example, a State agency may choose to issue CSFP administrative funding on a quarterly basis, rather than for the full fiscal year, based on each local agency's caseload assignment for that quarter. This allows the State agency to reassess each local agency's performance on a quarterly basis and reassign caseload slots, as needed, within the State's total allotment. This is an acceptable practice and may

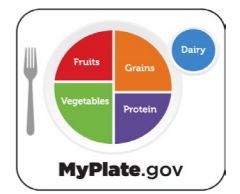
provide an incentive for local agencies to manage their caseloads effectively. However, the State agency must ensure that program participants currently being served by the local agency or agencies are not discontinued from CSFP due to the performance adjustment(s).

A handwritten signature in blue ink that reads "Laura Castro". The signature is written in a cursive, flowing style.

Laura Castro
Director
Food Distribution Division



USDA Foods Available List for The Commodity Supplemental Food Program (CSFP) 2024



USDA Foods Description	WBSCM ID	PACK SIZE
FRUITS		
Apple Juice, 100%, Unsweetened	100893	8/64 oz bottle
Applesauce, Unsweetened, Canned (K)	100207	24/15.5 oz can
Apricots, Halves, Extra Light Syrup, Canned	100210	24/15.5 oz can
Cherry Apple Juice, 100%, Unsweetened	100894	8/64 oz bottle
Cranberry Apple Juice, 100%, Unsweetened	100899	8/64 oz bottle
Grape Juice, Concord, 100%, Unsweetened	100895	8/64 oz bottle
Mixed Fruit, Extra Light Syrup, Canned	100211	24/15.5 oz can
Orange Juice, 100%, Unsweetened	100897	8/64 oz bottle
Peaches, Sliced, Extra Light Syrup, Canned	100218	24/15.5 oz can
Pears, Extra Light Syrup, Canned (K)	100223	24/15.5 oz can
Plums, Purple, Canned	100233	24/15.5 oz can
Raisins, Unsweetened	100295	24/15 oz box

USDA Foods Description	WBSCM ID	PACK SIZE	SUBGROUP
VEGETABLES			
Beans, Green, Low-sodium, Canned (K)	100306	24/15.5 oz can	OTH
Carrots, Sliced, Low-sodium, Canned	100308	24/15.5 oz can	RO
Corn, Whole Kernel, No Salt Added, Canned (K)	100311	24/15.5 oz can	ST
Mixed Vegetables, 7-Way Blend, Low-sodium, Canned	100320	24/15.5 oz can	OTH
Peas, Green, Low-sodium, Canned	100314	24/15.5 oz can	ST
Potatoes, Dehydrated Flakes	100337	12/1 lb package	ST
Potatoes, Sliced, Low-sodium, Canned	100331	24/15.5 oz can	ST
Spaghetti Sauce, Low-sodium, Canned	100335	24/15.5 oz can	RO
Spinach, Low-sodium, Canned	100323	24/15.5 oz can	DG
Sweet Potatoes, Light Syrup, No Salt Added, Canned	100316	24/15.5 oz can	RO
Tomato Juice, 100%, Low-sodium*	100898	8/64 oz bottle	RO
Tomatoes, Diced, No Salt Added, Canned	100328	24/15.5 oz can	RO
Vegetable Soup, Condensed, Low-sodium, Canned	100321	24/10.5 oz can	OTH

*Tomato juice is issued in the Fruit and Juice category in the CSFP Maximum Monthly Distribution Guide Rate.

PROTEIN FOODS		
Beef, Canned/Pouch	100127	24/24 oz package
Beef Chili, With Beans, Canned/Pouch	111180	12/15 oz package
Beef Stew, Canned/Pouch	100526	24/24 oz package
Chicken, Canned	110940	24/12.5 oz cans
Chicken, Pouch	110477	36/10 oz pouch
Peanut Butter, Smooth	111081	12/16 oz jar
Salmon, Pink, Canned	110563	24/14.75 oz can

LEGUMES			
Beans, Black, Low-sodium, Canned	110020	24/15.5 oz can	LG
Beans, Great Northern, Dry	111067	24/1 lb bag	LG
Beans, Kidney, Light Red, Dry	111080	24/1 lb bag	LG
Beans, Kidney, Light Red, Low-Sodium, Canned	100372	24/15.5 oz can	LG
Beans, Lima, Baby, Dry	111068	24/1 lb bag	LG
Beans, Pinto, Dry	111063	24/1 lb bag	LG
Beans, Pinto, Low-sodium, Canned	110021	24/15.5 oz can	LG
Beans, Vegetarian, Low-sodium, Canned	100363	24/15.5 oz can	LG
Lentils, Dry	111102	24/1 lb bag	LG

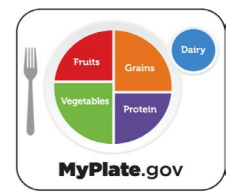
KEY:
DG - Dark Green Vegetable Subgroup
OTH - Other Vegetable Subgroup
RO - Red/Orange Vegetable Subgroup
ST - Starchy Vegetable Subgroup
LG- Legume Vegetable Subgroup
K- Kosher Certification Required

Foods are arranged based on the food group categories found at MyPlate.gov. The subgroup information is provided as a tool to support program sites with planning orders and to encourage variety in CSFP food distributions. The MyPlate.gov site also provides additional information on vegetable subgroups, whole grains and a variety of nutrition education resources that can be used to support CSFP food distribution.

This list is subject to change based on market availability.
Please refer to the WBSCM catalog which contains the most up to date list of available USDA Foods.



USDA Foods Available List for The Commodity Supplemental Food Program (CSFP) 2024



USDA Foods Description	WBSCM ID	PACK SIZE
DAIRY		
Cheese, American, Reduced Fat, Loaves, Refrigerated	100035	12/2 lb package
Milk, 1%, Shelf-Stable UHT	100050	12/32 oz carton
Milk, Instant Nonfat Dry	111006	24/12.8 oz package

KEY:
WG - Whole Grain
UHT- Ultra-High Temperature Pasteurization

USDA Foods Description	WBSCM ID	PACK SIZE	SUBGROUP
GRAINS			
Cereal, Ready to Eat**	-	10 - 20 oz package	
Cereal, Wheat Farina, Enriched	110880	10/18 oz package	
Grits, Corn, White	111082	12/2 lb package	
Oats, Rolled, Quick Cooking	111074	12/18 oz package	WG
Pasta, Macaroni, Enriched	110511	20/1 lb box	
Pasta, Rotini, Whole Grain	110777	12/1 lb box	WG
Pasta, Spaghetti, Enriched	110450	20/1 lb box	
Rice, Long Grain	111075	24/1 lb bag	
Rice, Long Grain, Brown	111083	30/1 lb bag	WG

***Ready to eat cereal varieties to be determined based on availability. Check WBSCM for the latest material codes.*

This list is subject to change based on market availability.
Please refer to the WBSCM catalog which contains the most up to date list of available USDA Foods.

WAREHOUSE:

Month/Year:

Name:

DESCRIPTION	WBSC M ICOS #	Units Per Case	Warehouse CASES	Warehouse UNITS	On Line Cases	On Line Units	Pre-Pack Units	TOTAL CASES	TOTAL UNITS	Damages Not previously reported UNITS
APPLESAUCE CAN-24/300	100207	24								
APRICOT HALVES CAN-24/300	100210	24								
MIXED FRUIT CAN-24/300	100211	24								
PEACHES CLING SLICES CAN-24/300	100218	24								
PEARS CAN-24/300	100223	24								
PLUMS PURPLE CAN-24/300	100233	24								
RAISINS - 24/15 OZ BOX	100295	24								
APPLE JUICE PLST BTL-8/64 FL OZ	100893	8								
CHERRY APPLE JUICE PLST BTL 64 OZ	100894	8								
GRAPE CONCORD JUICE PLST BTL-8/64 FL OZ	100895	8								
ORANGE JUICE PLST BTL-8/64 FL OZ	100897	8								
TOMATO JUICE PLST BTL-8/64 FL OZ	100898	8								
CRANBERRYAPPLE JUICE PLST BTL-8/64 FL OZ	100899	8								
BEANS GREEN CAN-24/300	100306	24								
CARROTS CAN-24/300	100308	24								

DESCRIPTION	WBSC M ICOS #	Units Per Case	Warehouse CASES	Warehouse UNITS	On Line Cases	On Line Units	Pre-Pack Units	TOTAL CASES	TOTAL UNITS	Damages Not previously reported UNITS
CORN WHOLE KERNEL CAN- 24/300	100311	24								
PEAS CAN-24/300	100314	24								
POTATOES WHT SLICES CAN- 24/300	100331	24								
SOUP VEGETABLE CAN - 24/300	100321	24								
SPAGHETTI SAUCE MEATLESS CAN-24/300	100335	24								
SPINACH CAN-24/300	100323	24								
SWEET POTATOES W/SYRUP CAN	100316	24								
TOMATO DICED CAN-24/300	100328	24								
VEG MIX CAN-24/300	100320	24								
POTATOES DEHYDRATED FLKS PKG 12/1 lb	100337	12								
MILK 1% MILKFAT UHT 1500 BOX 12/32 FL OZ	100050	12								
INSTANT MILK NDM PKG 24/12.8 OZ	111006	24								
BEEF CAN-24/24 OZ	100127	24								
BEEF STEW CAN-24/24 OZ	100526	24								
CHILI BEEF WITH BEANS CAN- 24/15 OZ	111180	24								
CHICKEN BONED CAN-24/12.5OZ	110940	24								

DESCRIPTION	WBSC M ICOS #	Units Per Case	Warehouse CASES	Warehouse UNITS	On Line Cases	On Line Units	Pre-Pack Units	TOTAL CASES	TOTAL UNITS	Damages Not previously reported UNITS
CHICKEN BONED POUCH-36/10 OZ	110477	36								
TUNA CHUNK LIGHT CAN-24/12 OZ	100194	24								
SALMON PINK CAN-24/14.75 OZ	110563	24								
BEANS BLACK CAN-24/300	110020	24								
BEANS DARK RED KIDNEY CAN- 24/300	111031	24								
BEANS KIDNEY LIGHT RED CAN- 24/300	100372	24								
BEANS PINTO CAN-24/300	110021	24								
BEANS VEGETARIAN CAN- 24/300	100363	24								
BEANS BABY LIMA DRY PKG- 24/1 LB	111068	24								
BEANS PINTO DRY PKG-24/1 LB	111063	24								
BEANS GREAT NORTHERN DRY PKG-24/1 LB	111067	24								
BEANS LENTILS DRY PKG-24/1 LB	111102	24								
BEANS LIGHT RED KIDNEY DRY PKG-24/1 LB	111080	12								
PEANUT BUTTER SMOOTH JAR- 12/16 OZ	111081	14								
CEREAL CORN SQUARES 1344 PKG-14/12OZ PKG-12 OZ	110740	14								
CEREAL CORN BISCUITS- SQUARES 1440 PKG-14/12 OZ-12 OZ	111334	14								

DESCRIPTION	WBSC M ICOS #	Units Per Case	Warehouse CASES	Warehouse UNITS	On Line Cases	On Line Units	Pre-Pack Units	TOTAL CASES	TOTAL UNITS	Damages Not previously reported UNITS
CEREAL CORN- RICE HEXAGONS BISC 1344 PKG 14/12 OZ	100928	14								
CEREAL CORN-RICE HEXAGONS BISCUITS1440 PKG 14/12 OZ	111333	14								
CEREAL CORN BISCUITS- SQUARES 1440 PKG-14/12 OZ	111702	12								
CEREAL CORN FLKS 1440 PKG- 12/18 OZ	111332	12								
CEREAL CORN FLAKES 1440 PKG-12/18 OZ	111692	12								
CEREAL OAT CIRCLES 1344 PKG 12/14 OZ	100929	12								
CEREAL OAT CIRCLES 1440 PKG 12/14 OZ	111335	12								
CEREAL TOASTY O's 1440 PKG- 12/14 OZ	111691	12								
CEREAL RICE 1080 PKG-14/12 OZ	110268	14								
CEREAL WT BRAN FLKS 1440 PKG 14/17.3 OZ	100462	14								
CEREAL WT BRAN FLKS 2160 PKG 12/16 OZ	111022	12								
CEREAL BRAN FLAKES 1440 PKG-14/17.3 OZ	111701	14								
CEREAL WT SHREDDED 2160 PKG-10/16.4 OZ	110374	10								
CEREAL TOAST WHEAT 2160 PKG-10/16.4 OZ	111703	10								
CEREAL FROST MINISPOON 1440 PKG-16/15 OZ	111700	16								
CEREAL HNYBUNOT ALMND 1620 PKG-12/18 OZ	111693	12								

DESCRIPTION	WBSC M ICOS #	Units Per Case	Warehouse CASES	Warehouse UNITS	On Line Cases	On Line Units	Pre-Pack Units	TOTAL CASES	TOTAL UNITS	Damages Not previously reported UNITS
CEREAL HNYBUNOT HNYRST 1620 OJG-12.18 IZ	111694	12								
CEREAL FARINA WHEAT PKG-10/18 OZ	110880	10								
CEREAL GRITS CORN WHITE 12/2 LB PKG	111082	12								
CEREAL OATS ROLLED, QUICK COOKING PKG - 12/18 OZ	111074	12								
PASTA MACARONI PLAIN ELBOW BOX-20/1LB	110511	20								
PASTA SPAGHETTI BOX - 20/ 1 LB	110450	20								
PASTA WHOLE GRAIN PASTA ROTINI - PKG-12/1 LB	110777	12								
RICE LONG GRAIN BROWN-30/1 LB	111083	30								
RICE LONG GRAIN WHITE-24/1 LB	111075	24								
CHEESE BLEND AMER SKM LVS-12/2 LB	100035	12								