

AUTHORITY: 7 CFR, Parts 247 and 250 CFDA: #10.565 Commodity Supplemental Food Program COMPLETION: REQUIRED.	Michigan Department of Education Office of Nutrition Services Food Distribution Unit P.O. Box 30008 Lansing, Michigan 48909	Questions about this agreement may be directed to 517-241-5349.
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Commodity Supplemental Food Program (CSFP) Agreement Fiscal Year 2026

This agreement is between the Michigan Department of Education (MDE or State Agency (SA)) and the Local Agency (LA) who is applying to act as a subdistributor for United States Department of Agriculture foods (USDA Foods or CSFP Foods) to eligible recipients in its service area. Terms of this agreement apply to the Commodity Supplemental Food Program.

Submission of this application represents an agreement to comply with the requirements in 7 CFR Part 247 and Part 250, and other pertinent regulations, instructions, guidance, and requirements referenced as directed by the USDA and the MDE.

This agreement pertains to Fiscal Year 2026, October 1, 2025, through September 30, 2026, and any additional periods agreed to by the State Agency and the Local Agency.

Either party may terminate this agreement with 30 days' written notice. MDE reserves the right to terminate this agreement, through written notification, for failure of the LA to comply with this agreement's provisions and/or applicable requirements.

The Eligible Recipient Agency agrees to:

1. Food Ordering

- a) The LA will comply with USDA and the SA's ordering requirements, including but not limited to, ordering CSFP required quantities of food categories, order submission due dates, and transfer request deadlines.
- b) The LA will order CSFP Food through the Web Based Supply Chain Management (WBSCM) system.
- c) The LA will order CSFP Foods through direct delivery or multi-delivery, as guided by the SA.

2. Warehousing / Inventory Controls

- a) Warehouses where CSFP Foods are stored will be licensed by the Michigan Department of Agriculture and Rural Development (MDARD).
- b) The LA will not store CSFP Foods in private homes or unlicensed locations.
- c) The LA will have effective inventory procedures and practices, including but not limited to, proper storage facilities and trained staff to fulfill all requirements as set out by USDA instructions.
- d) The LA will comply with all food safety requirements and food recall procedures.
- e) The LA will receipt all deliveries into WBSCM within two calendar days of delivery.
- f) The LA will report CSFP Foods complaints to the SA.
- g) The LA will report all food losses to the SA through the established procedure, including seeking the SA's pre-approval before disposing of a case or more of CSFP Foods per incident.
- h) The LA will not store more than three months' volume of inventory holding.
- i) If the LA has an abundance of CSFP Foods it cannot distribute in a timely manner, the LA or the SA may request to transfer food to another agency.

3. Participant Data

- a) The LA will keep all CSFP participant information confidential.
- b) The LA will collect participant data as required.
- c) The LA will distribute CSFP food packages free of charge to approved participants.
- d) The LA will take steps to prevent dual participation.

- e) The LA will follow all USDA and SA guidance pertaining to participation certification and re-certification.

4. Distribution

- a) The LA will list all CSFP distribution sites by name and address in the application.
- b) The LA will have a signed SA-approved agreement with any location where CSFP Foods are distributed.
- c) The LA must have annual, documented current good tax-exempt status for all sites where CSFP Foods are distributed.
- d) The LA will distribute CSFP food packages in accordance with current USDA food categories and required quantity rates.
- e) The LA will distribute CSFP food packages monthly or bimonthly (current and following month).
- f) The LA will request retro-distribution of CSFP packages, if necessary, from the SA.
- g) The LA will be responsible for all activities at these sites during CSFP distribution.
- h) The LA will have effective distribution procedures and practices, including but not limited to, monthly or bi-monthly distribution, distribution in ways that do not encourage waste, deterioration, or misuse, and will comply with USDA and SA distribution requirements and requests related to CSFP Foods distribution.
- i) The LA must have SA pre-approval before any significant changes are made to the LA's distribution practices.

5. Civil Rights

- a) 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 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, including gender identity and sexual orientation, 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 (USDA-Food and Nutrition Service); and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- b) The LA will comply with all Civil Rights USDA and SA guidance, including but not limited to annual Civil Rights training for all relevant staff and volunteers, appropriate outreach, Limited English Proficiency requirements, using current nondiscrimination language and postings.
- c) The LA will not conduct any political or religious activities in conjunction with the CSFP.

6. Financial Management

- a) The LA will draw or obtain funds from the MDE and State systems.
- b) The LA will maintain general ledgers to document allowable costs and reconcile MDE and State systems draws.
- c) The LA is responsible for the value of any food loss due to negligence, improper storage practices, or damage to the warehouse facility. The SA may require reimbursement for lost product due to improper storage or warehousing practices. This may be required for single incident losses over \$500 and/or cumulative losses of \$500 that are a result of repeated warehousing practices that contribute to or cause recurring loss of product(s).
- d) The LA is responsible for any misuse of program funds.
- e) The LA is responsible to reimburse the SA if the foods are sold or traded.
- f) The LA will make sure that any contractor or vendor with whom it pays more than \$25,000 of CSFP funds is in good standing according to the Excluded Parties List System (EPLS).

7. Reporting and Recordkeeping

- a) The LA will submit the monthly FNS-153 to report CSFP food inventory and participation data and/or through other means, as directed by the SA.
- b) The LA will submit the annual FNS-191 ethnic/racial data collection results to the SA, as requested.
- c) The LA will submit nutrition education evaluation data as requested by the SA.

- d) The LA will maintain all CSFP records for a period of three years plus the current fiscal year, or until all open audits or investigations are closed and permission to destroy is received.

8. Other Program Requirements

- a) The LA will provide its name and address for receiving CSFP Foods and administrative funds in the application.
- b) The LA will assign two trained staff members to approve requests for food orders, reports, and other documents necessary for the management of the CSFP.
- c) The LA will attend all required meetings by the SA, including calls and in-person meetings.
- d) The LA will provide nutrition education as required.
- e) The LA will provide information on the Supplemental Nutrition Assistance Program (SNAP) and Social Security benefits.
- f) The LA will provide information on the Senior Farmers' Market Nutrition Program (SFMNP) referred to as Senior Project Fresh in Michigan, and other service programs as directed by USDA-FNS and the SA.
- g) The LA will allow the USDA and/or the SA to review all inventory, facilities, and records pertaining to the CSFP, as requested.
- h) The LA must receive the SA's approval before sub-contracting any part of this agreement.

The State Agency agrees to:

1. Food Ordering

- a) The SA will provide direction to ordering CSFP Foods based on the LA's caseload allocation.
- b) The SA will provide annual, quarterly, and monthly ordering information/deadlines to the LA.
- c) The SA will provide Order Status Reports from WBSCM.
- d) The SA will monitor the LA's inventory and provide guidance as necessary.
- e) The SA has the right to adjust the LA's delivery date or quantity if less than a full truck load is ordered.
- f) The SA will assist the LA with ordering CSFP Foods as appropriate.

2. Warehousing / Inventory Controls

- a) The SA will provide guidance and resources on food safety, food recall, and effective inventory practices.
- b) The SA will submit all CSFP Foods complaints in WBSCM.
- c) The SA will assist with CSFP Foods transfers.

3. Participant Data

- a) The SA will provide guidance and instruction for participant data, including but not limited to eligibility requirements, and collection methods.

4. Distribution

- a) The SA will provide guidance and instruction for site management where CSFP Foods are distributed, including but not limited to distribution methods and procedures.

5. Civil Rights

- a) The SA will provide guidance and instruction for all Civil Rights compliance.
- b) The SA will submit Civil Rights complaints to USDA as appropriate.

6. Financial Management

- a) The SA will provide payments to the LA through the MDE and State systems.
- b) The SA will provide guidance and instruction for CSFP funding, including but not limited to allowable costs, procurement, reimbursement, and accounting and audit requirements.

7. Reporting and Recordkeeping

- a) The SA will review the CSFP LA and related operations per regulations and USDA guidance.
- b) The SA will provide an ending fiscal year Value of Commodities received report.

8. Other Program Requirements

- a) The SA will provide guidance and instruction for the annual application and MDE and State payment systems.
- b) The SA will provide, at a minimum, monthly Program trainings for LAs.
- c) The SA will provide monthly nutrition education templates, nutrition evaluation directions, Senior Project Fresh and other programs' information.
- d) The SA will monitor the LA's CSFP operations as appropriate.
- e) The SA will survey LAs to make necessary amendments to CSFP State Plan and submit said plan as required.
- f) The SA will provide information and guidance as announced by USDA.