Kentucky Department of Agriculture

National School Lunch Program

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USDA-Food Distribution Program
Food Service Director
Instruction Manual
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The Food Distribution Program (FDP) is authorized by the U.S. Congress through several pieces of legislation. The primary pieces of legislation which enables the various commodities to be provided to School Food Authorities (SFAs)/Child Nutrition Programs are:

**Group A:** Section 32 of the Agricultural Act of 1935, which authorizes the purchase and distribution of perishable commodities in order to remove surpluses and stabilize farm prices.

**Group B:** Section 6 of the National School Lunch Act (NSLA), which mandates a per-meal commodity assistance rate for schools participating in the National School Lunch Program (NSLP).

**Bonus:** Section 416 of the Agricultural Act of 1949, which authorizes the purchase and distribution of commodities for the purpose of supporting farm prices

### A. ELIGIBILITY/AGREEMENTS:

1. Independent, public and private schools and certain Residential Child Care Institutions (RCCI) are eligible to participate in the FDP, if criteria are met. Those SFAs and schools that are recognized for this overview that are eligible to participate are listed below.

   **(a) School:** an educational unit of high school grade or under, which operates under public or nonprofit private ownership. The term high school grade or under includes classes of primary or higher grade or when they are recognized as part of the educational system in the State, regardless of whether such pre-primary classes are conducted in a school having classes of primary or higher grade. Additionally, schools must be in compliance with all Civil Rights requirements.

   **(b) Residential Child Care Institution:** a 24 hour child care institution eligible to participate in the NSLP and the donated food program if all program criteria is met.

2. Prior to a SFA’s approval to participate in the FDP, the SFA signs an Agreement which identifies the responsibilities for a SFA to receive donated foods. The agreement shall include, but is not limited to, the following requirements: accountability, storage, use of food and/or disposition of food, and the penalties for misuse of donated foods.

3. The SDA cannot distribute commodities to SFAs until the Kentucky Department of Education; Division of Nutrition and Health Services have confirmed eligibility.

### B. AVAILABLE COMMODITIES:

Schools are eligible for a certain dollar level of commodity, referred to as Planned Assistance Level (PAL), or Entitlement, based on the number of reimbursable lunches served during the prior year (July 1 through June 30) times the mandated meal rate of assistance established by USDA. For example, 10,000 meals served during the school based on .22 cents per meal would equal an Entitlement of $2,200.00. Commodities that are offered to SFAs against the dollar amount of their PAL are considered entitlement foods. Other foods offered to SFAs that do not reduce the PAL are considered bonus commodities. All foods are offered or made available on a “use without waste” basis. Entitlement and Bonus foods are divided into two groups, Group A and B.

**Group A Foods:** Includes fruits, vegetables, meats, and poultry. These are purchased through various divisions of the Agricultural Marketing Service (AMS) to remove surplus farm products and to meet the nutritional needs of the program recipients. Purchases are made seasonally rather than continuously. Occasionally, “Group A” items are offered as a bonus.

**Group B Foods:** Include grains, oil, dairy and peanut products. These foods are purchased under price support authority by the Consolidated Farm Service Agency (CFSA) and are available on a year-round
basis. The commodities that USDA donates may vary from time to time depending on what food products are available.

Other choices of “spending” Entitlement monies on commodities include: Processing, purchasing fresh fruits and vegetables through the Department of Defense (DOD), now known as FFAVORS, and purchasing fresh fruits and vegetables from local producers through the Farm to School Program.

C. PROCESSING:

WHAT IS COMMODITY PROCESSING?

Commodity Processing allows SDA and recipient agencies to contract with commercial food processors to convert raw bulk USDA commodities into more convenient, ready-to-use end products. Commodity processing expands donated food use from a limited number of commodities to a broader array of nutritionally sound, popular items, while keeping labor costs to a minimum. Processing of donated foods provides industry the opportunity to market its finished products, giving the R/A the opportunity to receive a wider variety of popular table-ready end products.

WHAT ARE THE BENEFITS?

By participating in Commodity Processing, R/As find that they can: stretch their commodity dollars by ordering low-cost bulk products; eliminate backhauling charges because the USDA vendors’ deliver commodities directly to processors; increase the variety of end products; reduce labor costs and cash outlays for food preparation; and reduce storage cost.

TWO METHODS OF PROCESSING:

Fee-for-Service: This method is actually a net-price system since it reflects what the processor will charge, exclusive of the value of donated food, to produce an end product containing donated food. End products obtained using this method is billed at a net price. The net price is determined by reducing the agreed-upon full (gross) price by an amount at least equal to the value of donated food contained in a case of approved end-product identified in the processing agreement. The billing procedure is usually handled by the invoice showing the full price, the reduction for the value of donated foods(s) and the net price.

Net-Off Invoice (NOI): The SFA purchases an approved end product directly from a distributor and is billed at a net price. The net price is determined by reducing the agreed-upon full (gross) price by an amount at least equal to the value of donated food contained in a case of approved end-product identified in the processing agreement. The invoice would show the full price, the reduction for the value of donated foods(s) and the net price. When purchasing foods for use in food service programs, the SFA must comply with all Federal, State and local procurement standards.

D. Department of Defense (DOD) Fresh Fruit and Vegetable Program (FFAVORS):

The U. S. Department of Agriculture’s Food and Consumer Service (USDA/FCS) and SDA, Division of Food Distribution has successfully teamed up with the Department of Defense, Defense Personnel Support Center (DOD/DPSC), to deliver nutritious, high-quality fresh produce to children participating in the National School Lunch Program (NSLP). This project supports the goals of the School Meals Initiative for Healthy Children, USDA’s comprehensive iterated plan to update the nutrition standards of school meals. Improving school access to high-quality, fresh fruits and vegetables that will appeal to kids is an important component of this initiative. DOD operates a nationwide system to purchase and distribute a wide variety of high quality fresh produce to their military installations, federal prisons, and veteran’s hospitals. The program has enabled schools to increase their offerings of fresh produce to children and introduce them to new fresh fruits and vegetables. Exposing children to attractive, tasty fruits and vegetables can contribute to lifelong nutritious eating habits and good health.

SFAs must inform the SDA office of their intentions to participate in the DOD Program by completing the DOD Request Form at the beginning of each school year. A minimum of $1,000 and a
maximum of sixteen percent of the SFAs Total Entitlement can be set aside to buy fresh fruits and vegetables through the DOD/FFAVORS Program. SFA must contact a representative of FFAVIS at 215-737-8760 to establish an account in WBSCM before ordering produce.

E. ALLOCATIONS AND ORDERING:

Commodity allocation is a two-fold process. The PAL expected to be available is determined and provided to the SFA by the SDA. Foods are made available against the dollar level established.

**Determination of Dollar Levels:** Each year USDA provides the SDA a dollar level of entitlement. This entitlement is determined by multiplying the number of reimbursable lunches served during the prior year (both actual and estimated) by the commodity assistance rate. Periodically, USDA adjusts the entitlement based on updated meal count data. SDA updates this information on a yearly basis. SFAs are notified of their new entitlement dollars, entitlement dollars used, and remaining entitlement dollars, on the WBSCM website.

**Making Food Available:** Commodities purchased by USDA are based on a number of factors; such as: market conditions, school preference, amounts, types, and cost of foods available.

**Ordering Commodities:** When USDA informs the SDA of actual or estimated quantities of commodities expected to be made available, the SDA allocates the commodities to the SFAs on a request basis, using information from the USDA WBSCM System. When the SDA commits to accept the commodity, the SFAs are notified of their allocated amount via the WBSCM system. Foods are ordered for more than one delivery period when requests by SFAs are sufficient to make statewide distribution. Orders may be cancelled by USDA due to market conditions, availability and costs. The Food Distribution Office has always recommended to SFAs to order at least 5 to 10% over their assigned Entitlement to ensure getting the total value of Entitlement.

**Bonus Foods:** There is not a PAL to limit the quantity or the dollar value of Bonus foods a SFA can receive. While not limited to a PAL, these bonus items, when available, are provided to all SFAs on an "as requested" basis through WBSCM, take into consideration, surveys and delivery capabilities.

F. FOOD DELIVERY PROCEDURES:

The SDA contracts with commercial wholesale distributors to receive, store and delivery USDA donated foods to recipient agencies. The contracted Distributors will deliver all commodities for Recipient Agencies. SFAs are notified of the Distributor responsible for delivery of USDA commodities and delivery cost. Prior to delivery of USDA Commodities, the Distributor shall notify each R/A of their system account number and delivery schedule. The R/A must notify the Distributor of the amounts and dates of delivery of donated foods via the electronic KY-FD-3 Form. R/A's must notify the Distributor via electronic KY-FD-3 form, at least 48 hours prior to scheduled delivery dates. Orders will designate number of cases by item to be received by each school or other recipients. There shall be a minimum of fifteen (15) cases per delivery (drop). In the event an RA requests delivery of less than 15 cases per drop the contracted distributor may charge the cost of a 15 case delivery (drop). Deliveries shall be made between the hours of 6:30 a.m. and 3:30 p.m. unless special arrangements are made in advance.

Deliveries shall be made Monday through Friday, except school holidays or snow closing days. In districts, especially those on alternative calendars, where there is no one on duty in the school district, the SFA must notify the Distributor when schools are closed. School Food Service Managers will be requested to arrange a flexible work schedule so that a qualified receiver will be on duty the days when donated foods are scheduled for delivery after cafeteria hours (but prior to 3:30 p.m.).

Drivers and helpers shall deliver merchandise to designated staging areas at each R/A. Recognized staging areas are inside the door of a walk-in dry storage area, freezer, or cooler. Drivers or helpers shall not be required to store merchandise on shelves nor stack foods in reach-in coolers, freezers, or other cabinets. SFA shall require an authorized informed school employee to verify accuracy of items, quantities of each item, and condition of merchandise.
THE DESIGNATED SCHOOL OFFICIAL MUST SIGN EACH DELIVERY TICKET. ANY VARIATIONS FROM THE NORM, I.E., SHORTAGES, DAMAGES, ETC., SHALL BE NOTED ON EACH TICKET BY THE DESIGNATED OFFICIAL, AND INITIALED BY BOTH DISTRIBUTOR AND SCHOOL OFFICIAL.

Shortages or overages identified upon receipt of foods from a Distributor are to be reported to the Distributor immediately and appropriate action taken to resolve the discrepancy.

R/A's may be assessed a storage charge for each case of food remaining in storage beyond 60 days. This charge shall not exceed 25 percent of the stated charge per case for delivery. Such charge may be assessed for a full month on the first day following the anniversary of the arrival date. The 25 percent charge per month may be assessed on the base charge only and not a compounded basis.

G. TRAINING:

SFAs should have a continuing training program for local staff on all program and regulatory areas. Training should provide for consistent, standardized program interpretation and implementation as well as help ensure that commodities are handled and utilized properly. Training can be conducted formally through workshops, newsletters, etc., and informally through technical-assistance visits, phone calls, etc. SFAs should provide training based on need assessments gathered from sources such as review findings, self-monitoring evaluations, program areas, problem areas, and new policies. All training should be documented by (at a minimum) the agenda and list of attendees.

H. REVIEW AND MONITOR:

The SDA will review all central offices each year and school sites will be reviewed as deemed necessary by KDA or as requested by the SFA. Included in the review process are the following areas: eligibility, record keeping, storage procedures and practices, allocations, and food processing. In order for SFAs to ensure that the FDP is being administered within regulatory guidelines, a compliance review has been implemented. By February 1 of each year, all SFAs are required to have reviewed each school in their system using the Food Distribution Compliance Review.

I. STORAGE:

The storage of commodities involves two major areas -- storage conditions and storage practices. SFA employees should familiarize themselves with State health codes that may supersede these storage guidelines.

Storage Conditions: Storage conditions are those factors that must be considered in order to prevent the premature deterioration of commodities.

Storage Practices: Storage practices are those ongoing activities, which maintain the commodities and storage area in good condition.
Division of Food Distribution NSLP Contacts

Bill Wickliffe, Food Distribution Division Director
Bill.wickliffe@kv.gov
502-782-9241 Office
859-265-1635 Cell
502-545-3643 Work Cell

Steve Castanis, NSLP Commodity Branch Manager, CPM
Steve.castanis@kv.gov
502-782-9206 Office
502-762-4067 Cell
502-352-0541

Garrick Howell, NSLP Commodity Processing Specialist
Garrick.howell@kv.gov
502-782-9222 Office

Eliza-Jane Cruse-McCurry, NSLP Commodity Regional Coordinator
Eliza.jane.cruise@kv.gov
502-782-9209 Office
270-304-7313 Cell
502-229-2619 Work Cell

Jesse Frye, NSLP Commodity Regional Coordinator
Jesse.frye@kv.gov
270-350-0512 Cell
502-382-7458 Work Cell

Jessica Garland, NSLP Commodity Regional Coordinator
Jessica.garland@kv.gov
502-782-9234 Office
502-352-3375 Work Cell

Larry Garriot, NSLP Commodity Program Coordinator
Larry.garriot@kv.gov
502-782-9214 Office
502-229-8490 Work Cell

Tina Garland, FTS, Jr. Chef, SFMNP – Procurement Development Coordinator
Tina.garland@kv.gov
502-782-9212 Office
502-382-7505 Cell
Food Distribution Division - Acronyms:

AMS – Agricultural Marketing Service Responsible for Purchasing Commodities.

Agreement – SDA document requiring an organization to abide by USDA anc regulations and policies as a prerequisite to receiving donated food.

Application – Document completed by an organization desiring to receive USDA donated foods, which contain information necessary to determine their eligibility.

Arrival Date – Date of arrival of a shipment (delivery order) of donated food arrives at a distributor’s warehouse. The arrival date is furnished to recipient agency on the Notice of Arrival Form.

Best if Used By – Manufacturer’s recommended use of product by the date for best flavor and/or quality.

Bonus Food – Any food not charged to entitlement. USDA may declare selected Group A and B foods to be bonus.

CACFP – Child and Adult Care Food Program

CAP – Commodity Acceptability Report

CCFP – Child Care Food Program

CFSA – Consolidated Farm Service Agency (formerly ASCS)

CNL – Child Nutrition Label

CNP – Child Nutrition Program

Commodity – Food purchased by the USDA and providing to eligible recipient agencies.

Commodity Advisory Council – A committee of supervisory and administrative personnel elected from SFAs, R/As and industry to advise SDA of ways to improve the donated food program.

Commodity Code – Code comprised of a letter and a number designating a specific food packaging size.

Commodity Fact Sheet – Information about a specific commodity

Commodity Specifications – Identifying product characteristics

Consignee – Contracted warehouse or agency to which a shipment is assigned.

DA – Distributing Agency – Division of Food Distribution

DGA – Dietary Guidelines for Americans

DOD – Department of Defense

D/O – Delivery Order

D/O Number – A number assigned by the State Distributing Agency to identify a specific commodity shipment.
DSO – Defense Subsistence Office

DPSC – Defense Personnel Support Center

Disaster Feeding – Feeding victims of a disaster. Feeding site is usually a schools or similar structure.

Donated Food – Same definition as commodity. Used synonymously with commodity.

Eligible Outlet – Organization eligible to receive donated food.

End-Product – Final form of product prior to meal preparation or usage

Entitlement – The total dollar amount available for the receipt of commodities by USDA to SFAs.

Entitlement Food – Both Group A and Group B foods having dollar value which if accepted by the Recipient Agency will reduce entitlement balance.

Expiration Date – The last day food may remain in a distributor’s warehouse before a storage charge may be required by the distributor. Expiration date is furnished to recipient agency on Notice of Arrival Form.

EPDS – End Product Data Sheet

FDD – Food Distribution Division

FDP – Food Distribution Program. The program which provides surplus agricultural products for participating School Food Authority.

FFS – Fee for Service

FNS – Food Nutrition Service

FNS-57 – Over, Short, Damage Form. Sent from consignee to USDA when shipment is received over, short or damaged.

FQA – Frequently Asked Questions and Answers

FY – Fiscal Year. A twelve month period. USDA fiscal year is from October 1 until September 30. School fiscal year is July 1 thru June 30.

Fair Share Allocation – Allocation of a food based on the Recipient Agency’s number of reimbursable meals served as a percentage of the total reimbursable meals of all participating agencies.

FIFO – First In, First Out. Stock rotation by packing dates.

Group A Food – Usually foods such as meats, fruit, vegetables, and poultry purchased by USDA and charged against a recipient agency’s Group A entitlement balance.

Group B Food – Usually foods such as grain, oil, dairy and peanut products purchased by USDA and charged against a recipient’s Group B entitlement balance.

Inventory – The amount of donated food on hand at any given time, including food in storage at the distributor’s warehouse.
KDA – Kentucky Department of Agriculture
KDE – Kentucky Department of Education
NAC – National Advisory Council
NCP – National Commodity Processing
NOI – Net-Off Invoice
NSLP – National School Lunch Program

Out-of-Condition – Food that has deteriorated in a quality to the extent that it is unsafe for human consumption.

PAL – Planned Assistance Level. The calculated dollar amount in food available to the SFA based on reported reimbursable meals served during the prior year; times the congressional mandated rate of assistance.

PCIMS – Processed Commodities Inventory Management System

Piggyback – Highway trailer transported on a railroad flatcar.

Processing Contract – Contract between Federal, State or SFA authorizing a processor to convert donated food into a form.

R/A – Recipient Agency. Sometimes referred to as School Food Authority (SFA)

RCCI – Residential Child Care Institution

RDA – Recommended Dietary Allowance

Refund Application - Form used by recipient agency to claim refund for value of donated food used in end product from processor.

Federal Regulations – Federal Regulatory Authority that governs the donated food program, Title 7. CFR 250.11

SBP – School Breakfast Program

SEPDS – Standard End-Product Data Schedule

SERO – Southeast Regional Office

SDA – State Distributing Agency – KY Division of Food Distribution

Section 6 – Section 6 of the National Lunch Program Act as amended Authorizes the purchase of food for distribution to schools and institutions participating in child nutrition program and specifies the level of assistance which is to be provided.

Section 32 – Section 32 of the Agriculture Act of 1935 as amended Authorizes the purchase and distribution of perishable commodities in order to remove surpluses and stabilize farm prices.

Section 416 – Section 416 of the Agriculture Act of 1949 as amended Authorizes the purchase and distribution of commodities for the purpose of supporting farm prices.
SFA – School Food Authority. School district eligible and approved to participate in the National School Lunch, School Breakfast, Special Milk and the Food Distribution Program.

SFSP – Summer Food Service Program

SMP – Special Milk Program

SNDA – School Nutrition Dietary Assessment

SOC – State Option Contract

SY – School Year – July 1 through June 30

USDA – United States Department of Agriculture. The federal agency responsible for administering the food distribution program.

WBSCM – Web Based Supply Chain Management. Program that schools use to order commodities.
Entitlement & Order Timeline

January: Enter Offerings for States in WBSCM.

February: February 1: Local Compliance Review is to be completed for each school location.

February 15: Agreement Renewals and FFAVORS Request completed. **Forms are online**

KDA enters Preliminary SY Entitlement.

April/May: Most orders are due for the following SY.

June: Start buying for the following SY.

July: Unspent DOD Funds open for Free-For-All. DOD for school year is loaded.

November: Update current SY Entitlement - final meals from prior year.
Instructional videos online

Entire Playlist:
https://www.youtube.com/playlist?list=PLhKm6BV98RpFs1OHKwkg1zslxltRncgB

Checking Entitlement in WBSCM:
https://www.youtube.com/watch?v=shKnxnpSAg&list=PLhKm6BV98RpFs1OHKwkg1zslxltRncgB&index=3

KDA Online Forms:
https://www.youtube.com/watch?v=LIVmA_Hr110&index=4&list=PLhKm6BV98RpFs1OHKwkg1zslxltRncgB

How to order Brown Box (Direct Delivery) in WBSCM:
https://www.youtube.com/watch?v=LDvmp3OsniA&list=PLhKm6BV98RpFs1OHKwkg1zslxltRncgB&index=1

How to place a Processing order in WBSCM:
https://www.youtube.com/watch?v=lDBJ7woJmNA&list=PLhKm6BV98RpFs1OHKwkg1zslxltRncgB&index=2
Creating a User Profile in WBSCM

1. Log into WBSCM.

2. Click the “Admin Tab”.

3. In the “Detailed Navigation” click “Manage Users”

4. Click the sideways arrow next to the “KY Dept. of Agriculture” organization.

5. Click the appropriate RA you wish to add an account to.

6. Click the “Create New User” button.

7. Enter at least the required information under the “Personal Data Tab” Note: All fields with a red *!

8. Click the “Role data” tab.

9. Select the “Org Admin-RA” under the “Available Roles” section.

10. Click the “Add” button.

11. Select the “User Admin-RA” under the “Available Roles” section.

12. Click the “Add” button.

13. Click the “Save” button.

14. Make certain to note that the new director’s name now appears in the list of Users.

15. Select the former Food Service Director’s name from the list of Users.

16. Click the “Delete User” button.

17. Notify new FSD that account has been set up in WBSCM.

18. FSD’s should follow the remainder of instructions on both pages of the “WBSCM Account Creation-Cheat Sheet”!
New FSD – Gaining Access to WBSCM


2. Fill in required fields as instructed.

3. Passwords must be 12-24 characters in length, contain AT LEAST one of the following: number, lower-case letter, upper-case letter and special symbol. Of course, you can use more than one in each category.

4. Answers to security questions are case-sensitive. (ex: "mickey mouse" is not the same as "Mickey Mouse").

5. Click “Continue”

6. At the “Step 2 of 4” screen, verify your submitted information and ensure it is correct. If something isn’t correct, you may click “Edit” to make changes.

7. Once all information is verified to be correct, click “Submit”

8. The screen at “Step 3 of 4” is notification of successful account creation. Read this information and follow the instructions as they appear. It is recommended to print this page for your records.

9. A confirmation email should be received from cAuthHelpDesk@ftc.usda.gov. Open this email.

10. Follow the instructions in this email exactly. Wait 10 minutes from the receipt of that email before clicking “ACTIVATE MY ACCOUNT” in step 2 of that email. This email will also have instructions for help, should something go awry during this part of the process.

11. Once you click the “ACTIVATE MY ACCOUNT” link, you will be taken to the “Step 4 of 4” screen. This is simply verification of your account being activated. NOTE: there will be additional information on this screen; it is FYI if you run into issues in the future.

12. After you have reached “Step 4 of 4,” email KDA to have a WBSCM account set up on your behalf. Include the following information in that email: First and Last name, Phone #, Fax #, work email address, work street address, city and ZIP.

13. KDA will then set up a profile for you in WBSCM. You will then receive an email from WBSCM with further instructions on signing into your account for the first time.

14. Upon receipt of the email from WBSCM confirming your account has been created, you will click the link under step 2 of that email. This should bring you to the login page.

15. At this page, you will log in using the “username” and “password” you created for your eAuthentication account in #2 & #3 of this document.
1. Click on the “Admin” tab.

2. Then click “Manage Users” in the section underneath the tab labeled “Detailed Navigation”.

3. Click on the line with your name on it.

4. Click on the “Modify User” button all the way at the bottom of the “Manage Users” screen.

5. Then click on the little tab above your information that says “Role Data”.

6. Then click on one of the roles in the “Available Roles” list.

7. Click the “Add” button between the “Available Roles” and “Current Roles” list.

8. Repeat steps 6 & 7 for each role until all four are showing in the “Current Roles” list.

9. Once completed, click the “Save” button all the way at the bottom.

10. You will need to log-off of WBSCM and log back in before the new tabs will appear.
LOGGING ON TO WBSCM

(1) Enter https://portal.wbscm.usda.gov in the address bar of your internet browser. It should be noted that as of 6/1/2011, USDA recommends the use of Internet Explorer 7.0 for your WBSCM browser! Updates for compatibility of later IE versions will be forthcoming.

(2) Click “I Agree” button at the bottom of the page.

(3) Enter your “User ID” and “Password” into the blank fields.

(4) Click the “Login” button

CHECKING YOUR ENTITLEMENT BALANCE IN WBSCM:

(1) Click on the “Reports” tab at the top of the page (tab will be in blue).

(2) Click the “Entitlement Management” folder in the “Detailed View” section.

(3) Click on the “Entitlement/Bonus Summary Report”.

(4) Complete the fields in the form and click the “Execute” button.

(5) To print PDF output or export to Excel, you may click the corresponding buttons.
   Note: Your computer and internet browsers security settings may require you to resubmit the form in order to complete step 5.

SEEING ALLOCATED USDA FOODS & ENTITLEMENT DRAWDOWN:

(1) Click on the “Reports” tab at the top of the page (tab will be in blue).

(2) Click the “Entitlement Management” folder in the “Detailed View” section.

(3) Click on the “RA Entitlement/Bonus Detail Report”.

(4) Complete the fields in the form and click the “Execute” button.

(5) To print PDF output or export to Excel, you may click the corresponding buttons.
   Note: Your computer and internet browsers security settings may require you to resubmit the form in order to complete step 5.

(6) Your Allocated USDA Foods may not list on one page alone. You may have to click the paging arrows at the bottom of the report page.

SEEING WHAT YOU REQUESTED:

(1) Click on the “Reports” tab at the top of the page (tab will be in blue).

(2) Click the “Requisition Status Report” link in the “Detailed View” section.

(3) Complete the fields in the form and click the “Execute” button.

(4) To print PDF output or export to Excel, you may click the corresponding buttons.
   Note: Your computer and internet browsers security settings may require you to resubmit the form in order to complete step 5.

(5) Your Requested USDA Foods may not list on one page alone. You may have to click the paging arrows at the bottom of the report page.
Determining District Entitlement Dollar Amount:

- Operations
- Order Management
- Entitlement (located to the right)
- NSLP
- Enter “NSLP” and the program year (program year will always be the second school semester (i.e., 2017 for the 2017/2018 school year)
- This will bring you to the Entitlement amount for your school District for the selected year
- It is recommended that you check this regularly during the February/March time frame — this amount can change periodically
- Print the page where the Entitlement amount is displayed

The Entitlement Dollars can be spent in three categories:
1. Brown Box (cheese, frozen meat, canned vegetables & fruit, frozen vegetables)
2. Processing: (JTM, Giorgio...)
3. Fresh Fruits and Vegetables (FFAVORS system – part of WBSCM)

The following are the system navigation steps for ordering Brown Box and Processing in the WBSCM system:

- Sign-in to the WBSCM system
- Operations
- Order Management
- The fields titled “your reference” & “your description” can be left blank
- NSLP
- Direct Delivery
- Click each direct delivery category (meat, poultry, vegetables, fruits, dairy). The word entitlement will appear under each food category. Click “Entitlement” after clicking on a food category.
- Enter quantity for each item
- Load cart
- It is suggested that you enter a total amount which is 105% of the original planned dollar amount
- Place order
- Print order

Ordering Processing Diversion:

- Sign-in to the WBSCM system
- Operations
- Order Management
- The fields titled “your reference” & “your description” can be left blank
- NSLP
- Processing Diversion
- Click each direct delivery category (meat, poultry, vegetables, fruits, dairy). The word entitlement will appear under each food category. Click “Entitlement” after clicking on a food category.
- Enter quantity in Pounds / NOT Dollars for each item
- Check the boxes in the column titled “Deliver to”
- Move to cart
- View cart (this option appears close to the top of the page – click on “view cart”)
- Select processor, click drop down list in the “Deliver to” section, click on the processing company name (JTM, Giorgio…). For processors that have multiple locations, select the processor location that is the closest geographically to your district.
- Place order
- Print order

FFAVORS (Fresh Fruits and Vegetables) orders:
After ordering Brown Box and Processing Diversion, IF your district still has entitlement dollars left over, coordinate with your KDA NSLP Program Coordinator to designate the remaining entitlement dollars to the FFAVORS program.
ORDERING USDA FOODS IN WBSCM

(1) Click “Operations” Tab.
(2) Click “Order Management” under “Detailed Navigation”.
(3) Click the link that says “Here” in the section to the right of the web browser.
(4) Set “Default” Delivery Location - Your Distributor in the drop-down list.
(5) Click “Add More to Order” Button.
(6) Select “NSLP” under the “Product Catalog” heading.
(7) Select “Direct Delivery” or “Processing Diversion”.
(8) Select desired commodity category, Dairy, Meat, Misc, etc. - like in ECOS!
(9) Click desired commodity item, on the right hand portion of the screen!
(10) Enter desired pounds or cases to the right of the desired delivery period.
(11) Click “Move to Cart”.
(12) Click “View Cart”.
(13) Click the “Expand Arrow” button for each item (commodity line).
(14) Use drop-down list to select the appropriate delivery location for each item.
(15) Click “Add More to Order” if you wish to add to the order (repeating steps 6-11).
(16) When finished adding items, click “Order” button to submit.
(17) Confirm order submission by clicking “OK” in the pop-up box.
(18) Click “Print” button to print a copy for your files (HIGHLY RECOMMENDED!).

Notes: It is the recommendation of KDA that you order Direct Delivery and Processing Diversion items separately to reduce confusion in case there is an issue with your order. It is also the recommendation of KDA to double check each line item in each order to ensure the proper delivery locations, dates, pounds/cases and other details requested are correct. It is VERY difficult to correct these errors once the orders have been approved by KDA.

GLOSSARY OF TERMS:

(1) Program: The area of funding USDA foods are being ordered for, always “NSLP”.
(2) Program Year: The year in which USDA foods are being ordered, is always the latter year of the school year; i.e. 2012 for the 2011-2012 SY.
(3) RA Customer #: Your district’s identification number, also known as the Business Partner ID (BPID). Your RA number from ECOS is “NOT” the same.
(4) Entitlement: The amount of money determined by USDA and KDA that a school district is allocated to spend on USDA Foods; identified as “ENTITLEMENT” in WBSCM.
(5) Bonus: USDA foods that are offered to the State DA’s and RA’s with no drawdown of entitlement; identified as “BONUS” in WBSCM.
(6) Order Type: The specific nature of an order that WBSCM is searching for; “ZDOM” is the general term in this field.
(7) SDA Region Code: Refers to the region of the United States that USDA places your state distributing agency (SDA), into; Kentucky is located in region 03 in (SERO).
(8) Sold-To-Party: The RA receiving the USDA Food; identified as your BP ID#!
(9) Ship-To-Party: The destination of the USDA foods; “Direct Delivery” to distributor, and “Processing Diversion” to the processor manufacturer.
(10) Region: Refers to the state in which the RA is located in.
(11) Requisition: A request from the RA to the SDA for a specific amount, type and destination for USDA Food.
(12) Requisition Number: The number used to identify an RA’s request(s). This number is used in an organizational fashion; these numbers are given after an order is submitted by the RA; the RA should print every requisition summary and file as backup to WBSCM!
(13) Requisition Status: Identifies what part of the “Process” an RA’s request is in; “On Invitation”, “Purchased”, Cancelled, etc.
(14) Sales Order Number: Takes the place of the old DO# in ECOS. This identifies a specific shipment of USDA Food; this number is also called the “ZDOM #” in some WBSCM reports; Sales Order numbers always begin with a 5 and will have several zeroes in them, i.e. Sales Order # 5000014521.
(15) Field: Criteria used by WBSCM to complete a requests by the user. These identify specific information used to log users’ requests and reports.
WBSCM Helpdesk Contact Information

Phone: 1-877-WBSCM 1-877-927-6266

Toll: 9122933227

Web: www.wbscm.com

You can go to the self service page and do the following to get an initial password:

- From the Service menu, click the Reset user password link. The form prompts you for your user ID and email, which the WBSCM user is the same. For example, john@company.com would enter their email in both fields.
- If there is no email on file or found, the system will send a password reset email containing a temporary password.
- Then you receive the temporary password from the email and you will be prompted to create a permanent password.
Processing of USDA Donated Foods

Further Processing of USDA Donated Foods; also known as "Commodity-Donated Food Processing" is an option given by USDA for RAs to use their districts' USDA entitlement dollars to purchase commodity and send it to a manufacturer to turn into end products that students may find more palatable. For example, an RA may divert chicken to a company; let's say Tyson, Gold Kist or Kings Delight, to turn into nuggets, patties or other product. The RA can then purchase those end products with a discount for the commodity DONATED food used to make them.

Example: $40 (normal case price) - $20 (value of diverted commodity in that case) = $20 (final cost to RA)

How do I Process Commodities:

1. Decide which commodity you'd like to process. (ex: beef, chicken, cheese, etc.)
2. Decide which manufacturer you'd like to process that commodity.
3. Contact your chosen manufacturer to help determine how many pounds of that commodity you need to process for your menus for the school year.
4. When surveys are opened in WBSCM, log in to see which commodities are available.
5. When you find the commodity you wish to divert, enter an order for the amount of pounds determined necessary in step 3.
6. Before submitting order, change the delivery location of those commodity pounds to the manufacturer you chose in step 2. If your chosen manufacturer is not found as a delivery destination in WBSCM, please contact your regional coordinator for further information.
7. Submit your order. Retain the confirmation receipt WBSCM generates. If WBSCM does not generate a confirmation receipt, you can run a requisition status report to find all of your submitted orders. NOTE: Orders must be submitted prior to the "Orders Due By" deadline found in the WBSCM product catalog.
8. Log into WBSCM after the "Orders Due By" date has passed. Run an "Entitlement/Bonus Status Detail Report" to verify that your order was received and approved by the SDA for purchase. NOTE: This information may not be updated for up to 7 calendar days following the "Orders Due By" date.
9. If you wish to divert other commodities, repeat steps 1-8.
10. Once your commodity has been diverted, contact your chosen manufacturer for further information regarding ordering end products.

FAQs:

- If I diverted commodity to a manufacturer, why do I still have to pay for the product? Since the products that arrive in your district are value added products, you must still pay for the overhead needed to turn that commodity into an end product. Ingredients, labor, recipe development, etc. all contribute to that overhead.
• If I divert commodity to a manufacturer and my distributor stops carrying their products, can I move my pounds to another manufacturer? Typically, no. However, other potential options can be explored and the same end result achieved, in some instances. This would be reviewed on a case-to-case basis. Please contact KDA for further guidance in this situation.

• If I forget to divert commodity to a manufacturer by the “Orders Due By” date, can I still divert pounds to them? On a case-by-case basis, this can possibly be done. Sometimes, KDA purchases commodity to be placed into a state account with a manufacturer. If pounds are available in the state account, some can be transferred to your district with that company. Contact KDA for further assistance.

• How do I find contact information for state approved manufacturers? You may check that information on KDA’s website.

• What is the difference between NOI and Fee-for-Service? NOI is short for “Net Off Invoice”. Products ordered through NOI are purchased as normal commercial products with a discount for the value of commodity in the product. Fee-for-Service products are ordered as separate end products that are unique to the USDA Foods Further Processing program and are billed/priced as overhead costs only.

• Should I use NOI or Fee-for-Service? This question is determined by what works for your district. Both forms of value pass through system have their advantages and drawbacks. Contact KDA for further guidance.
DOD Fresh Fruit and Vegetable Program:

The U.S. Department of Agriculture’s Food and Consumer Service (USDA/FCS) and SDA, Division of Food Distribution has successfully teamed up with the Department of Defense, Defense Personnel Support Center (DOD/DPSC), to deliver nutritious, high-quality fresh produce to children participating in the National School Lunch Program (NSLP). This project supports the goals of the School Meals Initiative for Healthy Children, USDA’s comprehensive iterated plan to update the nutrition standards of school meals. Improving school access to high-quality, fresh fruits and vegetables that will appeal to kids is an important component of this initiative.

The program has enabled schools to increase their offerings of fresh produce to children and introduce them to new fresh fruits and vegetables. Exposing children to attractive, tasty fruits and vegetables can contribute to lifelong nutritious eating habits and good health.

SFAs must inform the SDA office of their intentions to participate in the DOD program by completing the DOD Request Form at the beginning of each school year. A minimum of $1,000 and an unlimited maximum the SFAs Total Entitlement can be set aside to buy fresh fruits and vegetables through the DOD Program. SFA must contact a representative of DOD at 800-795-3544 to establish an account.

Recipient agencies utilized over $3.9 million in 2017-18 to purchase fresh produce through the Department of Defense Fresh Fruit and Vegetable Program. DOD provides additional fresh fruits and vegetables for Kentucky students in school meals to help fight obesity among school-aged children.

FFAVORS System Contacts:

Janice Hvorecky – Northeast Region Chief, janice.hvorecky@dla.mil

Hattie Richardson - Customer Support, hattie.richardson@dla.mil

DOD-FFAVORS: Roby’s Produce Contact:

Roby’s Produce: Chris Duff – 502-348-1188, 6201
6201 Buchannan Avenue, Bardstown, KY. 40004
RECOMMENDATIONS FOR DELIVERIES AND ACCEPTANCE OF USDA-DOD DONATED FOODS

1) Always have a staff person available to check in All Deliveries, even if the delivery is during the meal service!
2) Check for quality and freshness before accepting any foods including meats and especially produce!
3) Check the invoice closely and make certain the number of boxes and foods ordered or requested is the same!
4) Any foods found to be unacceptable, due to poor quality, wrong products ordered or requested, should be rejected and the invoice adjusted before signing!
5) Once satisfied with the delivery inspection, store foods immediately in their proper places, up off the floor and away from storage walls to allow proper ventilation! Freezers -10° to 0° Cooler -35° to 41° Dry Goods 50° to 70°

PRODUCE/DOD:

Make arrangements with the vendor for a time that gives you the ability for a thorough inspection of each Fruit or Vegetable ordered. Have as many staff members as possible to ensure the inspection goes thoroughly and quickly! If possible purchase clear/see-thru Lexan Bins that are the same size as the produce cartons and have them ready prior to your delivery; these containers will also be used for a clear visual of your produce once in the cooler!

Once the produce arrives place the proper size bin next to the corresponding Fruit or Vegetable for inspection; Example: Place the clear bin that is suitable in size (Length/Width/Height) as a box of Grapes (Remember the depth of the bin should be the same or deeper than the fruit or vegetable box delivered); next place the container over the Grapes and place hand under Grape box and flip over into the clear bin, now you should be able to see the quality of the product. If the product is acceptable leave in the bin, if not flip back over into box and reject product and move onto the next. Apples; these cartons all large, however very important for inspection, so cut the straps and remove cover and pick-up each layer and inspect for proper variety requested, color, size/count and quality; then proceed through each layer of each box, filling your container as you go; do not accept apples that are bruised and remember one bad apple spoils the lot! So make sure you inspect all incoming produce and have proper bins at each of you sites for quality and freshness!

NOTE: By inspecting each delivery of produce quickly and efficiently, you will be sending a very strong message to the produce company, that your school will not be accepting poor quality produce and they will have to take that elsewhere!

Even though these bins are expensive, you will save time and money purchasing these, produce will be easily identified by staff, freshness can be monitored constantly and they will make your produce cooler colorful and pleasing to the eye!

MEATS:

Meats are your most expensive purchases, so they are very important as well to inspect! First make certain the count matches that on the invoice for that product; next check each box to ensure you received the product you ordered! Now check the product itself, is it frozen? Also check to make sure it is not freezer burned and the color is right for that product; Example: Let’s say you ordered center-cut Pork Chops, however you open the box and notice you have a mix of center-cut and end-cuts in the box, many companies are notorious for taking advantage of uninformed customers, these should be immediately returned and adjusted on the invoice. Another thing company’s do is put more fat in the Ground Beef, than what you ordered and cut shaved ice into the meat a practice known as “flushing the meat”, which adds water and weight-less product! Example: You ordered an 80/20 (80% Lean- 20% Fat) Ground Beef from a company, and discover the meat is watery, then cook it off, drain the meat and measure the amount of grease and it seems excessive to the amount of cooked meat, you can contact the state meat inspector to test it.

EGGS, DAIRY AND CHEESE:

As far as Eggs and Dairy, use reputable companies and sell by dates for Eggs should be 2-3weeks and Dairy 7 days past sell by date. Store at temperatures between 36°-40° in storage coolers with low to no moisture for best results! Store Cheese in the cooler at the same temperature for up to 6 months!
“Mitigation, Preparedness, Response, Recovery”

Develop County Emergency Directory List:
- Fire Dept. / EMS-
- Police Local' State-
- Sheriff-
- National Guard Emergency Response Team-
- KY Regional Emergency Management-
- Red Cross Louisville Chapter-
- School Transportation Director Bus Drivers-
- Cafeteria Managers at each school Food Service Personnel-
- School District Maintenance Director
- District Superintendent

Purchasing radios for all school personnel involved in an emergency situation can help communication tremendously in managing a disaster situation, especially when power, cell towers or satellite signals are lost and computers, phones and cell phones become useless. Having district and school administrative staff with radios that have the local first responder channels is helpful. Local 911 dispatches should have all school channels.

Develop Bottled Water Supply Company Agreement:
Determine whether to use 5-Gallon Bottled Water Stations, Disposable Drinking Cups or Bottled Water!

Example Supply Companies:
- High Bridges Springs-
- King Bottling-
- Crystal Springs-
- Quench Online-
- Kentuckiana Culligan

What are two other options you can plan for to have drinking water?
1. ____________________________
2. ____________________________

Establish Agreements with Trucking Co for Diesel Powered Refrigerated/ Freezer Units:

Example Trucking Companies:
- American Cold Trucking Co-
- Cape Girardeau Trucking Co-
- Contacted Commercial Distributors-

REMEMBER MOST UNITS WILL RUN APPROXIMATELY 48 HOURS BEFORE REFUELING IS NEEDED, SO EXTRA FUEL WILL BE NEEDED TO BE SUPPLIED BY THE COMPANIES FOR THE DURATION OF THE DISASTER!

What are two other options you can plan for to have powered refrigerated freezer units?
3. ____________________________
4. ____________________________

Determine District School Disaster Feeding Site:
Choose a school in the district with a Cafeteria close to Gymnasium to be preferred location to Bed and Serve Meals to Displaced Disaster Victims.
Determine District School Disaster Feeding Site-Continued:
Determine Square Footage (SF) of Gymnasium and Total SF by 7 SF-Per Person to achieve total number of people housed within space provided. This information can be used to notify emergency officials the total number of persons that can be placed within the designated shelter (Not to exceed the maximum fire code of the facility).
Base number of two sided Buffet Style Serving Tables Needed to Feed Displaced Victims.
Determine total number of Water Stations or Water Bottles needed for each day!

Storing Donated Foods for Disaster Feeding and Reporting Readiness:
Storing Donated Food Separate from Purchased Foods makes inventory of these foods much faster for Food Service personnel during an Emergency by providing available USDA food inventories to the Department of Agriculture within the 12 hour window possible.
Use only regular “Brown Box” Donated Foods during declared emergencies to ensure reimbursement by completing the KY-FD-50 Emergency Feeding Form located on the Food Distribution Website at www.kyagr.com
Most FFS-Processed Foods are obtained through exchanging “Brown Box” Donated Food Value and therefore would be considered “Purchased Foods”. If these foods are necessary to use during extreme disaster circumstances, make certain to complete the Purchased Food Reimbursement KY-FD-51 Form located on the Division’s Website, to obtain Full Product Value!

Prepare Kitchen for Emergency Food Preparation:
Designate a Kitchen Manager to oversee the disaster feeding service, Red Cross and other volunteers will need assistance working the various types of equipment.
Ensure to have extra Food Service supplies, such as Gloves, Aprons, Hair Nets and Hats!
Have Maintenance establish 3-phase plug/s outlets for all necessary food preparation equipment and any emergency lighting for generators, if the school cannot afford these units. Have these outlets located outside the facility so emergency management personnel can use generators to power the necessary Food Service Equipment, Lighting, Heating /Air Condition units to accommodate meal preparation and bedding areas.
Purchase and have on-hand a complete First-Aid Supply Box, Flashlights, Disposable Gloves, Batteries and Blankets to initially assist with disaster victims, until emergency personnel can reach the site.

USE BUSES TO ASSIST WITH TRANSPORT OF DISASTER VICTIMS TO SHELTER:
Buses can be an important tool to be used initially to retrieve disaster victims from disaster areas and transport them to designated shelter areas until emergency personnel can take over these responsibilities.

ESTABLISH AGREEMENTS WITH POTABLE TOILET UNIT AND DUMSPSTER SUPPLY COMPANIES:
Depending on the number of displaced disaster victims being sheltered it may be very beneficial to plan to have portable toilets available. Also have an ample supply of toiletries and hand soap in supply (remember most everything used in a presidentially declared disaster is reimbursable)!
Also it will be necessary depending on the number people displaced to have a Dumpster Company move existing dumpsters from other district schools to the disaster site to dispose of all waste products!

DISTRICTS SHOULD DEVELOP AND POST A SCHOOL DESIGNATED AREA DIRECTORY MAP:
By developing a designated map of the schools layout, disaster victims will be able to locate areas where restrooms (portable toilets), cafeteria (feeding sites), water-stations, changing and bedding areas can be found! Having signage prepared in advance to direct victims/responders, to these areas will be helpful.
CONTRACT WITH ORGANIZATIONS THAT RECEIVE AND CAN SUPPLY DONATED ITEMS AND GOODS:
Organizations and businesses such as Walmart, K-Mart, Goodwill and Grocery stores, can supply items such as clothing, shoes, personal items, snack foods and produce. These items can assist displaced victims bare their situation and make it little more tolerable.

HAVE ON HAND A COPY OF THE KY EMERGENCY MANAGEMENT AND RED CROSS REGIONAL MAPS:
By having a copy of these maps you can quickly identify the KY Emergency Management and Red Cross Chapter contact within your school district’s region.

IMPORTANT INCIDENT COMMAND SYSTEM WEB TRAINING AND CERTIFICATION:
In order for you to effectively communicate with first responders and Red Cross personnel, it is strongly encouraged that you take the following courses at: http://training.fema.gov/IS/NIMS.aspx

IS-100.b

Introduction to Incident Command System, ICS-100 or

IS-100.SCa

Introduction to the Incident Command System for Schools

AND

IS-700.a

National Incident Management System (NIMS) An
Introduction
Kentucky USDA Food Emergency Feeding Report

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<thead>
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<th>Recipient Agency Name:</th>
<th>County:</th>
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<td>Date:</td>
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Submitted By:  
Phone No:  
Location of Feeding Site:  
Phone No:  
Red Cross Volunteer:  
Phone No:  

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<tr>
<th>USDA DONATED FOOD</th>
<th>SALES ORDER #</th>
<th>NAME OF AGENCY TRANSFERRED TO</th>
<th>UNITS USED</th>
<th>UNIT PRICE</th>
<th>UNIT SIZE</th>
<th>POUNDS</th>
<th>TOTAL VALUE</th>
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Date Shelter Operated:  
Estimated # of Persons Served:  
Estimated # of Meals Served:  

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<tr>
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<th>Total Pounds:</th>
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<th>Grand Total:</th>
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# Kentucky SFA-USDA Donated Food Emergency Inventory Report

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<td>Submitted By:</td>
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<tr>
<th>USDA Food Description</th>
<th>Sales Order #</th>
<th># of Cases/Pounds</th>
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USDA Foods Complaint Form

Complete this form and send to the Kentucky Department of Agriculture Food Distribution Division. You may email/scan to your Field Representative.

Agency Name: 

Location of complaint/product: 

Contact Person: 

Phone: 

Email: 

Problem/Complaint Details: 

USDA Foods Description: 

USDA Foods Material Identification Number: 

Vendor/Product Name: 

Pack/Best If Used By Date: 

Lot/Can Code: Qty on Hand/Hold: 

Delivery/Receipt Date: Quantity Affected: 

Illness/Injury From Product: 

Seeking Replacement/Reimbursement: Isolated Incident: Other:
KDA-Division of Food Distribution

How to File a Complaint

Last Published: 07/03/2018
FDD monitors complaints about USDA Foods and coordinates the resolution of health hazards with the FNS Office of Food Safety for States, Indian Tribal Organizations (ITOs), and recipient agencies participating in any of the Food Distribution Programs (FDP).

USDA Foods Complaint Procedures for Individuals or Local Recipient Agency:

To assist your SDA in processing the complaint more quickly, provide the following information:
- Can and Case Codes
- Description of the problem and whether anyone reported feeling sick or being injured from consuming the product
- Date your organization received the affected USDA Foods
- Quantity of product involved (affected)
- Quantity and physical address of product remaining and if the remaining product is affected or not
- Sales Order Number (formerly Delivery Order Number) and Purchase Order Number (formerly Notice to Deliver Number). These numbers may be on the paperwork received with the USDA Foods shipment. If not, the SDA should be able to obtain them.
- The specific circumstances involved (for example - I received the damaged canned products 2 months ago, but the cases were located in the middle of a pallet that could not be seen until the school opened the cases. Or, the temperature in the delivery truck was 40 degrees when the discolored frozen products were delivered.)
- In some instances, digital photographs of damaged product or foreign objects are helpful.

If you are requesting a replacement, you should retain the unopened product, until further notice from the USDA Foods Complaint Specialist at Food and Nutrition Service, so that the vendor can exercise his right to examine or retrieve the product.

STATE DISTRIBUTING AGENCY (SDA) and INDIAN TRIBAL ORGANIZATION (ITO)
The SDA will act on complaints from eligible program recipients participating in the following USDA Foods Distribution Programs and file complaints in the Web-Based Supply Chain Management (WBSCM) System:
- Child Nutrition Programs Includes the National School Lunch Program (NSLP), Summer Food Service Program (SFSP), and Child and Adult Care Food Program (CACFP)
- Nutrition Services Incentive Program (NSIP)
- Commodity Supplemental Food Program (CSFP)
- Food Distribution Program on Indian Reservations (FDPIR)
- The Emergency Food Assistance Program (TEFAP)
- Food Distribution Programs on Indian Reservation (ITOs & SDA for Nevada

USDA Foods Complaint Procedures: To file a complaint, the SDA/ITO must enter the information in the Web-Based Supply Chain Management (WBSCM) application. To log into WBSCM, go to https://portal.wbscm.usda.gov, log in and follow instructions for complaint submission. If you have forgotten your password for eAuth, go to the eAuthentication website at https://www.eauth.usda.gov and select the link for a forgotten password.

NOTE to Multi-Food Users: If you usually manage complaints for your organization and are not registered in WBSCM, contact the WBSCM Organization Administrator (Org Admin) for your organization and request that you be added as a user to complete this function in WBSCM. The Org Admin is usually the person that orders USDA Foods for your organization.

Contact the FNS/FDD USDA Foods Complaint Team:

Email us at USDAFoodsComplaints@fns.usda.gov or call us at 1-800-446-6991, Monday - Friday 6:00AM - 5:00PM Eastern Time
Farm to School

Farm-to-School is a USDA sponsored program that not only allows producers to sell directly to school systems but encourages the practice. The practice of selling directly to school districts accomplishes many goals. First of all the schools and children receive fresher fruit and vegetables that are picked many times within days of delivery. The Kentucky Proud fresh fruits and vegetables are more nutritious, last longer and with more flavor makes for a win-win situation for both producer and student. Meats are also a part of the Farm to School initiative and many school districts have and are raising their own beef. While price does come into the equation, we feel the overall value of buying local is the best way to go. Buying local puts money directly back into the local economy. In most cases the producer will end up selling more of his product to different school districts even though they start out selling to one or two districts at the start. Relationships between producer and Food Service Director is usually a slow process but all across the state many school districts are buying more and more product as they get comfortable with this process. We feel you will find that the overall value of serving local fresh fruits, vegetables and meats offsets any procurement and cost problems you may incur. Schools can also participate in the Kentucky Proud rewards program when they buy from local producers.

Producers, for many years have sold their product to farmers markets, local grocery stores, restaurants and in some cases right out in front of their farm. Farm to School is another very good way for the producer to expand their market options and also give them reasons to produce more. The Kentucky Department of Agriculture Farm to School Coordinator, Tina Garland, has done a very good job in growing this program and with her hands on approach will be glad to assist any district looking to start or expand their Farm to School program. She has cultivated a list of producers from all across the state and will be glad to introduce you to the ones in your area. The Department of Agriculture partnered with the Department of Education to develop a Farm to School Resource Handbook. Tina also helped develop the Farm 2 School Curriculum. Both of these journals will help you implement and understand the intricacies of Farm to School. There are procurement regulations that must be followed but can be written so as not to be a hindrance to the process. There are over 80 producers from across the state that sells directly to schools so there is not a shortage of sellers. While we want every district to serve local grown products we do understand that this process is a little more difficult that picking up a catalog and placing an order but we do know this is better for your children. October is National Farm to School Month and Commissioner of Agriculture will designate a week in October as Farm to School Week. Please take the time understand what Farm to School is all about and see what buying local can do for your children.

Tina G. Garland
Farm to School Coordinator
Department of Agriculture
107 Corporate Dr
Frankfort, Kentucky 40601
Tina.garland@ky.gov
502-382-7505

Bill Wickliffe
Director Food Distribution
Kentucky Department of Agriculture
Bill.wickliffe@ky.gov
502-782-9241
Farm to School is the Junior Chef Program

A spin off of Farm to School is the Junior Chef Program. The Junior Chef Program is a state wide competition created to teach children about using Kentucky Proud local fresh fruits, vegetables and meats in the development of recipes that can be used in the lunch rooms that meet USDA National School Lunch Room Guidelines. This competition teaches children proper cooking skills, encourages them to make healthy food choices and gives them a better understanding of where their food comes from. Partnering with KDA is Sullivan University and John Wiley Books. Sullivan University helped with the District, Region and State competitions. Sullivan so graciously donated $70,000 in scholarships while John Wiley Books is giving cash and free books to the winners. Commissioner Comer deemed the Junior Chef program one of the great successes of the State Fair for 2013. This annual competition is in the same format as the Sweet 16 Basketball Tournament with District completion held in April and with Region competitions held in the month of May. The State finals are held in August to coincide with the Kentucky State Fair. Last year this nine day competition crowned Mayfield as its champion cooking a delicious “baked fajita.” Every Tuesday at Mayfield HS baked fajita is on the menu. Students from all over the state have competed in this event and many great recipes have been developed. Please take time to enter a team and see what your students can learn.

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How Chefs Are Becoming A Valuable Commodity in School Foodservice

Today, there may be no market segment that values chefs more than school foodservice. Fueled in large measure by first lady Michelle Obama's Chefs Move To School program, school districts are working hard to bring chefs into their operations, either on a full-time basis or in a consulting role. The new USDA meal regulations have only upped the ante, Guilford’s Cipriano says.

“The major value of having chefs in schools, especially with the new USDA guidelines, is to find the flavor of food,” says Cipriano, who is a celebrated chef in his own right, known in Connecticut as the Local Food Dude. “Over the next few years, sodium levels are going to decrease to basically nothing, so we’re going to have to be very creative with our seasonings and how we can keep the flavor profile and get kids to eat. Our No. 1 goal is always participation.”

Cipriano is considered one of the pioneer chefs in school foodservice, beginning his school career in 2004 as a chef at Dodd Middle School, in Cheshire, Conn. He admits he is the stereotypical non-commercial chef: a restaurant chef who became burned out by the long hours and stress of restaurant life.

“I was married, kids were on the way,” he recalls. “The ability to get into schools and make a difference for my family life, that was the only thing I was thinking about. And then when I got into schools and saw how school food was slowly but surely getting better, I saw how I could make a difference.”

Cipriano became involved in the Farm-to-School movement and garnered national attention while working as executive director of foodservice for New Haven (Conn.) Public Schools. He was one of 10 chefs selected to help Michelle Obama and Sam Kass, assistant chef and Food Initiative Coordinator at the White House, create Chefs Move To Schools. The program seeks the help of chefs around the country to promote healthful eating among children, as a way to help stem the childhood obesity epidemic.

The story of Steven Burke, foodservice chef for the Austin (Texas) Independent School District, is similar to Cipriano’s. Coming from a fine-dining background, Burke was working in product development for a gourmet grocery store chain, but he desired something with saner working hours and a better quality of life. Burke’s wife was a teacher, and so he “took the dive” into school foodservice.

“My expectations were really low, and I didn’t expect to stay very long,” Burke recalls. “I never ate in the cafeteria when I was in school. I always brought my lunch. But when I started here I was amazed at how far school foodservice had come, and now I’m pleased at how far we’ve come since I got here.”

He also notes that similar changes have taken place in districts all over Texas. For example, when he started he knew of only two other chefs in Texas schools. Now, he says, there are at least six chefs in the Austin area alone, and the area has a state-funded regional chef, Kelly Waldron, who aids smaller districts that can’t afford a full-time chef.

Burke has been able to improve foodservice most by bringing more from-scratch cooking into the mix. But he believes his biggest contribution has been “giving a face to this entity called school food. I do a lot of PR on behalf of foodservice. I go out there and explain what’s going on.”

Burke’s biggest challenge, as might be expected, is dealing with the new USDA rules.
"We've worked so hard to create this great quality food, and then they throw us this curve ball," he says.

Because a full-time chef is a luxury many districts can't afford, the School Nutrition Association (SNA) has embraced Chefs Move To Schools, creating the Chef's Table, a committee tasked with establishing "a network of partnerships and resources that school foodservice professionals can utilize when working with volunteer chefs and the greater community." Danny Seymour, dean of education for SNA, says the Chef's Table has been folded into Chefs Move To Schools. Through their combined efforts, chefs are being made available to schools that may not be able to hire a chef to work on staff.

Examples of the movement's outreach are plentiful and impressive. The Idaho Department of Education hired a chef to create recipes for use in all Idaho districts. The chef is now offering web-based culinary training for school nutrition professionals. Similarly, the Maryland DOE has taken funds from the Healthy Hunger-Free Kids Act to hire chefs to run culinary boot camps for school foodservice staff.

Individual schools districts also have worked to bring chefs in to develop recipes, train staff and talk with students about healthy foods—particularly fresh produce. Cipriano wholeheartedly supports such efforts.

"It's a major benefit to have chefs come in from the outside," he says. "That was the main reason for the Chefs Move To Schools movement, to get chefs into the schools to engage kids through food, and it has worked. [Students] see somebody new come in and they get excited. The number of food TV shows that are out there and how chefs are portrayed as rock stars certainly has helped."
1. Introduce new food options or foreign fruits and vegetables by providing samples as students file into the cafeteria. Offer recipes or food profiles on selections that are well-received.

2. Stir up taste pallets by introducing exotic fares from time to time. Start off slow by introducing an "International Day" where new items from a specific country are introduced. These days can also be strategically scheduled to commemorate intercultural celebrations.

3. Provide occasional "music breaks" in the meal room. When music plays, students reduce their voices or remain quiet while they eat their meals. When the music stops, they may resume conversing. As unconventional as it may sound, studies show that students focus a little more on eating their meals under these conditions.

4. Shake up your standard old salad selection. Package salads in alternative and attractive containers. Try serving salad in a shaker for increased portability, presentation and hopefully, healthy participation.

5. Build a team of student volunteers to poll fellow diners in soliciting feedback regarding what healthy foods they would like to see served in the cafeteria. Arm this health squad with samples for increased suggestions. Incentivize volunteerism by offering free food or extra credit.

6. Introduce games on Friday's or special occasions to increase student/staff interaction. An easy start would be hosting "Health Bingo" with cards quickly created online and featuring photos of healthy foods. Winners can be awarded with healthy treats or vouchers for future meals.

7. Open the stage to guest speakers who specialize in nutrition and physical activity. Start off by seeking support from staff members or parents that may have experience in these fields of study. An engaging entertainer can excite a crowd while also delivering healthy knowledge.

8. Present visually appealing food and display healthier options more prominently. Hold a plating competition with praise going to the staff member presenting the most attractive food. For tips on presentation, check out our blog covering the topic.

9. Find farmers interested in hosting a local field trip. Ask kids what items they would like to see served in the cafeteria and get creative incorporating these options into your menus. Children are more likely to try foods they like and come from a source that can be associated with the positive field trip experience.

10. Involve students in the menu planning process. Encourage a student to donate a family recipe that celebrate their cultural heritage and exposes the student body to new aromas, flavors and nutrition options that may be found in non-cafeteria traditional fare. These recipes can then be tweaked to fall into the HHFKA guidelines. The selected recipes would (of course) be attributed to the particular student with signage on the serving line.

11. Try occasional themed days or even a full spirit week to get students jazzed up in the cafeteria. Plan menus to correspond to the exciting themes.

12. Go through the line to gain the student experience and time the transaction. Compare the time with the national average. Instill a spirit of competition in your staff to beat the transaction time. For the nuts and bolts of streamlining the process click here.

13. Involve students in the menu planning process. Encourage students to donate family recipes that celebrate their cultural heritage and exposes the student body to new aromas, flavors and nutrition options that may be found in non-cafeteria traditional fare. These recipes can then be
tweaked to fall into the HHFKA guidelines. The selected recipes would (of course) be attributed to
the particular student with signage on the serving line.
KDA Required Review Material Needed

(1) Program Administration Agreement, KY-FD-12-A

(2) Designated Personnel Food Alert/Emergency Feeding for the present and last three years, KY-FD-22

(3) Change of Administrator Form if the signed KY-FD-12-A form was signed by prior Food Service Director.

(4) Have the dollar amount, if you participate, for the DOD Program and what is remaining.

(5) Please be able to show material that you went over at any Managers Meetings.

(6) If you are participating in Processing please have a list of your vendors and what type of processing is being used (NOI FFS).

(7) If your donated foods are being kept at any facility other than the State Contracted Warehouse please have ready their name, location and a copy of your contract with them.

(8) Compliance Audits for each school in the District.

(9) Have a list of any foods that are still in your distributor’s warehouse.

(10) Please have your Distributor Invoices pulled and KY-FD-3 forms ready.

(11) Have the Average Daily Attendance and the Average Daily Participation pulled for a month during the current SY.

(12) Do you participate in Farm to School, Ky. Proud or Restaurant Rewards? If so, what is the dollar amount that you have spent with local producers and how many producers do you use?
## Central Office Review

<table>
<thead>
<tr>
<th>Reference #:</th>
<th>Date of this Review:</th>
<th>Findings:</th>
<th>RC:</th>
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<tr>
<th># of District Sites:</th>
<th>Date of last Review:</th>
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<tr>
<th>SFA:</th>
<th>Person Interviewed:</th>
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### Agreements, Contracts and Records

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Is the Permanent Agreement between the S/A and the Recipient Agency (RA) on file?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>2. Is the Permanent Agreement signed by current Administrator or Is a Change of Administrator Form (KY-FD-41A) on file?</td>
<td>☐</td>
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</tr>
<tr>
<td>3. If there has been a change in Food Service Director during the current contract period, has a Change in FSD Form (KY-FD-41) been submitted to S/A?</td>
<td>☐</td>
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<tr>
<td>4. Are all updated attachments being maintained with the Permanent Agreement?</td>
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<td>☑</td>
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<tr>
<td>5. Are required records being held for three years plus the current year?</td>
<td>☐</td>
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<tr>
<td>6. If R/A has a Food Management Contract, has it been approved by S/A?</td>
<td>☐</td>
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<tr>
<td>7. When was the last time the FSD logged into WBSCM?</td>
<td>☑</td>
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<tr>
<td>8. Is the FSD aware of how to track entitlement/ bonus dollars and order USDA Foods on WBSCM?</td>
<td>☐</td>
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<tr>
<td>9. Does R/A participate in the DOD Program?</td>
<td>☐</td>
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<tr>
<td>10. What dollar amount of the total Entitlement has been set aside for DOD?</td>
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<tr>
<td>11. What is the remaining balance in DOD Program?</td>
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<tr>
<td>12. Will R/A be able to utilize these remaining funds prior to June 30?</td>
<td>☑</td>
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<tr>
<td>13. Has NSLP information been disseminated to all Lunchroom Managers?</td>
<td>☑</td>
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<tr>
<td>14. Are training sessions or manager meetings being held on a regular basis?</td>
<td>☑</td>
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<tr>
<td>15. List topics covered in last managers meeting that involved commodity program:</td>
<td>☑</td>
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<tr>
<td>16. Is R/A aware of all the information available on the Food Distribution website?</td>
<td>☑</td>
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</table>

### Civil Rights Compliance

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>17. Is the &quot;And Justice For All&quot; poster in a prominent place within the facility?</td>
<td>☐</td>
<td>☑</td>
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<tr>
<td>18. Is the nondiscrimination statement included on all printed material?</td>
<td>☐</td>
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<tr>
<td>19. Has the agency received any discrimination complaint during the past or present fiscal year? If yes, what was the nature of the complaint?</td>
<td>☐</td>
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<tr>
<td>20. Is there a procedure in place to handle complaints?</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>21. Has everyone in your agency received Civil Rights training?</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>
### Processing

22. Is R/A having donated foods processed?  
   Yes [ ] No [ ]

23. If “Yes”, give name of Processor.  

24. Has contract(s) been approved by S/A?  
   Yes [ ] No [ ]

25. What type of processing (NOI/FFS) is being utilized?  
   Yes [ ] No [ ]

26. Are there any complaints with any State approved processor?  
   Yes [ ] No [ ]
   If yes, describe briefly.

27. Has R/A notified the S/A of any food complaints or problems?  
   Yes [ ] No [ ]
   If so, are the complaints on file?

### Storage

28. Are donated foods stored at any facility other than the state contracted warehouse?  
   Yes [ ] No [ ]
   If Yes

29. List name/location of facility.

30. If “commercial” facility is used does R/A have a written contract on file?  
   Yes [ ] No [ ]

31. Are physical inventories conducted monthly at the commercial facility?  
   Yes [ ] No [ ]

32. Explain precautions taken during summer months to ensure remaining food is stored properly.  
   Describe briefly.

### Records

33. Are local compliance reviews being completed before February 1 of each school year?  
   Yes [ ] No [ ]

34. If discrepancies were noted during the compliance review, have they been corrected?  
   Yes [ ] No [ ]
   If No

35. Were instructions provided to ensure corrections have been completed properly?  
   Yes [ ] No [ ]

36. Does the R/A keep accurate records of foods in distributor’s warehouse?  
   Yes [ ] No [ ]

37. Are KY-FD-3 Forms completed properly and promptly?  
   Yes [ ] No [ ]

38. At the time the KY-FD-3 Form is submitted to Distributor, are all schools notified by the Central Office of foods to be received prior to delivery?  
   Yes [ ] No [ ]

39. Describe the system in place to follow up on discrepancies in shipment and delivery of USDA foods.

40. Are schools submitting a monthly inventory report?  
   Yes [ ] No [ ]

41. Does R/A keep USDA Foods stored separately from purchased foods?  
   Yes [ ] No [ ]

42. Is R/A aware of required procedures regarding the school district’s role in case of disaster?  
   Yes [ ] No [ ]

43. Does R/A have a Disaster Procedure in place?  
   Yes [ ] No [ ]

44. Is R/A informing school personnel of all food alerts or recalls dealing with USDA Foods?  
   Yes [ ] No [ ]

45. List product and required action taken by school personnel.

46. Is R/A maintaining written procedures of their district’s policy regarding integrated pest management?  
   Yes [ ] No [ ]
<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is R/A participating in FTS?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>If Yes</td>
<td>☐</td>
</tr>
<tr>
<td>List Producers Names?</td>
<td>☐</td>
</tr>
<tr>
<td>What is the Dollar Amount Spent?</td>
<td>$</td>
</tr>
<tr>
<td>Does the R/A participate in Restaurant Rewards?</td>
<td>Yes ☐ No ☐</td>
</tr>
<tr>
<td>Is the R/A a Kentucky Proud Member?</td>
<td>Yes ☐ No ☐</td>
</tr>
</tbody>
</table>

Comments: ☐
<table>
<thead>
<tr>
<th>Reference #</th>
<th>Findings</th>
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### Recipient Agency | Sub-Recipient | Manager |
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>National School Lunch Program</td>
<td>Residential Child Care Institution</td>
<td></td>
</tr>
</tbody>
</table>

## A. Storage Facilities

1. Are adequate facilities available for the following?
   - Freezer Storage
   - Cooler Storage
   - Dry Storage

2. Are there sufficient pallets and shelves available?  
   ![Yes/No]

3. Are foods stacked off the floor and away from walls?  
   ![Yes/No]

4. Is ventilation and air circulation adequate?  
   ![Yes/No]

## B. Storage Practice

5. Health Department Inspection:
   - Date of last inspection
   - Rating Received
   - List any discrepancies pertaining to the care and use of USDA foods and corrective action taken.

6. Are storage areas clean?  
   ![Yes/No]

7. Are chemicals and non-food items stored apart from foods?  
   ![Yes/No]

8. Are there safeguards against theft?  
   ![Yes/No]

9. Are measures taken to prevent insect and rodent infestation?
   - Services provided by:
   - Date of last treatment:
   - Frequency of treatment:

10. Do the following contain accurate thermometers?
    - Freezer
    - Cooler
    - Dry Storage

11. Are internal thermometers in place for the following storage areas?
    - Freezer
    - Cooler
    - Dry
12. Are temperature recording charts maintained for:
   a. Freezer: [Yes] [No]
   b. Cooler: [Yes] [No]
   c. Dry Storage: [Yes] [No]

13. Frequency of temperature recording
   a. Freezer: ______
   b. Cooler: ______
   c. Dry Storage: ______

14. Temperature(s) date of review:
   a. Freezer: ______
   b. Cooler: ______
   c. Dry Storage: ______

C. Training:

15. Is the Manager and food service staff receiving training and updated information regarding the USDA Food Distribution Program? [Yes] [No]

D. Receipt of Donated Foods

16. Is Manager receiving a copy of the D-3 Form (or a substitute) prior to delivery of USDA foods? [Yes] [No]

17. Are copies of the D-3 forms on file? [Yes] [No]

18. Who is the designated person in charge of receiving USDA Foods or DOD shipments? [Yes] [No]

19. Is Manager or designated person verifying accuracy of USDA Foods or DOD shipments at time of delivery? [Yes] [No]

20. Describe the system in place to follow up on any discrepancies in shipment and delivery of USDA Foods. ______

21. Has a food recall affected this R/A’s USDA foods this year? [Yes] [No]

22. Is Manager and food service staff aware of the proper procedures to follow regarding a Food Recall? [Yes] [No]

23. Does Manager and staff know how to properly dispose of out-of-condition foods? [Yes] [No]

E. Records

24. Are all records on file for three years plus the current year? [Yes] [No]
<table>
<thead>
<tr>
<th>Item Name</th>
<th>Arm A</th>
<th>Arm B</th>
<th>Arm C</th>
<th>Arm D</th>
<th>Arm E</th>
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<tbody>
<tr>
<td>Sales Order #</td>
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<tr>
<td>Food #1</td>
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<tr>
<td>Food #2</td>
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</table>

**FOOD DISTRIBUTION ALLOCATED SPREADSHEET**

**ID 10/19**

**Participation**

**ADP**

**SEA**  

(Tax: 12/07)

**KY-107-92-AS**
KENTUCKY DEPARTMENT OF AGRICULTURE
Division of Food Distribution
107 Corporate Drive
Frankfort, KY 40601

DESIGNATED PERSONNEL FOR FOOD ALERT/EMERGENCY FEEDING (KY-FD-22)

PLEASE EMAIL THIS FORM TO Kevin Peach at
Kevin.Peach@ky.gov
No later than February 15, 2010

Please advise the Food Distribution Office of the designated personnel in your Agency to be contacted in case of a
Food Alert or declared Emergency. Any changes in this information must be provided to the Food Distribution
Office within ten (10) days of change.

Name of R/A: ___________________________________________ County: ______________________

Address: ___________________________________________ City: ___________________ Zip: ____________

1. Primary Contact Person: _______________________________ 2. Title: _______________________

3. Telephone No.: ___________________________ Office ___________________________ Home

4. Email Address: __________________________________________

5. Alternate Contact Person: ___________________________ Title: _______________________

Telephone No.: ___________________________ Office ___________________________ Home

Email Address: __________________________________________

INSTRUCTIONS FOR DESIGNATED PERSONNEL FOR FOOD ALERT/EMERGENCY FEEDING

Recipient Agency address: Self-explanatory

1. Primary Contact Person: Enter the name of the system/agency representative to be contacted first in case
a Food Alert or declared Emergency occurs.

2. Title: Enter job title of designated person.

3. Telephone Numbers: Enter the telephone number where the designated person can be reached, during
working hours and after normal business hours.

4. Email Address: Enter current email address of designated person.

5. Alternate: Enter the name of an alternate representative to be contacted if primary representative is
unavailable, and provide information requested.

Personal information provided will be used for the described purpose only and will not be released by the Food
Distribution Office.
KENTUCKY DEPARTMENT OF AGRICULTURE  
Division of Food Distribution  
107 Corporate Drive  
Frankfort, KY 40601  

SUPPLEMENT TO AGREEMENT  
PLEASE PRINT OR TYPE ALL REQUIRED INFORMATION  

1. Name of SFA:  
2. Name of FSD:  
3. Telephone # for FSD:  

<table>
<thead>
<tr>
<th>A. Name of Supt:</th>
<th>B. County:</th>
<th>C. Agency Type: (Check One)</th>
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<tbody>
<tr>
<td></td>
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<tr>
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<td>☐ Private</td>
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<td>☐ RCCI</td>
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</table>

D. Telephone #: (       )  
E. Mailing Address:  
F. Fax #: (            )  
G. E-mail Address:  

State: KY  
Zip Code:  

COMPLETE THE FOLLOWING INFORMATION FOR EACH SITE:  

<table>
<thead>
<tr>
<th>H. Food Preparation Sites</th>
<th>I. Address Street, City &amp; Zip Code</th>
<th>J. Cafeteria/School Telephone Number</th>
<th>K. Cafeteria Manager</th>
</tr>
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If more space is required, please attach additional pages  
**THIS FORM MUST BE RETURNED WITH THE AGREEMENT**
KENTUCKY FOOD DISTRIBUTION COMPLIANCE REVIEW FORM

Site reviews must be completed for each school/site prior to February 1 of each school year.

SFA/AGENCY NAME: ____________________________

SCHOOL/SITE NAME: __________________________

MANAGER NAME: ______________________________

REVIEWED BY: ________________________________

DATE: ________________________________

I. STORAGE FACILITIES

A. Does this facility have adequate storage available for the amount of food received? If no, please explain the most reasonable solution to resolve this problem.

.........................................................................................................................................................................................

B. Are there sufficient pallets and shelving on hand to safely store foods off the floor? If no, please identify the type, size and number needed to meet requirement.

.........................................................................................................................................................................................

II. STORAGE PRACTICES

A. Are all food items stored at least 6" off the floor and away from walls to allow for proper ventilation and air circulation and to avoid rodents, pest or other types of contaminates? YES □   NO □

B. Are all areas of the Food Service establishment free of insects, rodents and other, pest infestations?
   If no, please explain the procedures or steps you will put into place to rid the facility of the problem.

.........................................................................................................................................................................................

C. If you will be using an outside extermination company who will be providing the services________________________ How Often? _______________________

   a. If using a self-applied treatment is the person applying the chemical certified? YES □   NO □

   (This certification does not apply if using to bait boxes and/or adhesive strips!)
b. Is a copy of the certification on file? YES □ NO □

D. Are bi-annual Health Inspections for this facility being conducted in a timely manner? YES □ NO □
If no, please contact your local Health Department to have this inspection completed.
What’s the date the last inspection was conducted? __________________________

E. Are chemicals, hazardous materials and other non-food items being stored separate from food? YES □ NO □

F. Is this facility utilizing the First-in, First-out, by pack date method to ensure all older commodity products are used first? YES □ NO □

G. Are all areas of this Food Service establishment and equipment sanitary, neat and orderly? YES □ NO □
If no, please explain what steps will be taken to ensure this problem is resolved?
________________________________________________________________________
________________________________________________________________________
Are areas of the Food Service facility secured and safeguarded against theft?
YES □ NO □

III. TEMPERATURE RECORDING SYSTEM

A. Do the Freezer, Cooler and Dry Storage areas contain accurate thermometers? YES □ NO □
If no, please indicate which area(s) require a replacement thermometer ______
What date was the thermometer replaced? ______________

B. Do all Freezer and Cooler storage areas have internal thermometers? YES □ NO □
If no, what actions will be taken by you or someone in your staff to correct this problem; please explain?
________________________________________________________________________
________________________________________________________________________

C. Indicate the temperatures for each storage area date of this review; Freezer _____°; Cooler _____°; Dry Goods _____°.

D. Are recording charts maintained for all the storage areas? YES □ NO □
If yes, indicate which days of the week these are recorded; Freezer______; Cooler______; Dry Storage______.

E. Are the recorded temperatures within the recommended ranges; Freezer 0° to -10°; Cooler 34° to 40°; Dry Storage 50° to 70°? YES □ NO □
If any of these storage areas are not within the USDA recommended guidelines outlined above what actions and/or procedures will you take to correct the problem; please explain?

IV. RECEIPT OF DONATED FOODS

A. Is the manager of the school receiving a copy of the D'3 (or a substitute) prior to delivery? YES ☐ NO ☐

Identify what method is used to notify; Mail ☐ Fax ☐ E-mail ☐ Other ☐

B. Are copies of the D'3 form or substitute on file? YES ☐ NO ☐

C. Are all commodity invoices signed and submitted to the Food Service Director in a timely manner? YES ☐ NO ☐

D. Are shortages and/or overages of deliveries noted on the invoice, was the Food Service Director contacted? YES ☐ NO ☐

If overages and shortages were noted was the commodity product accepted? YES ☐ NO ☐
If yes, list the commodity type, quantity and what procedures were taken to resolve this discrepancy, please explain?

NOTE:

Please make sure Managers understand the proper procedures for handling damaged or out-of-condition commodities and never to accept more or less than is noted or allocated on the D-3!

V. RECORD KEEPING

A. Are records maintained 3 years plus the current year? YES ☐ NO ☐

VI. CIVIL RIGHTS COMPLIANCE

A. Is “Justice for All Poster” displayed in a prominent location? YES ☐ NO ☐

Superintendent/ Manager’s Signature ___________________________ Date __________

Food Service Director’s Signature ___________________________ Date __________
CHANGE IN FOOD SERVICE DIRECTOR
DURING THE CONTRACT YEAR

Name of Recipient Agency: ____________________________________________

Address: __________________________________________________________

City: ______________ State: KY Zip Code: ______ County: ______

Name of Former Food Service Director: ________________________________

Name of New Food Service Director: _________________________________

Email: ______________________ Fax: _________________________________

Effective Date: ______________

As the new Food Service Director of the above listed Recipient Agency, I have reviewed and agree to abide by all regulations, requirements, and policies set forth in the "Agreement" between the Department and the Second Party for Commodities Donated by USDA.

_________________________ Date: __________
Signature of the New Food Service Director

Return to:

Kentucky Department of Agriculture
Division of Food Distribution
107 Corporate Drive
Frankfort, KY 40601
KY-FD-41A
(Rev 5/07)

CHANGE IN ADMINISTRATOR/SUPERINTENDENT

Name of Recipient Agency: __________________________________________

Address: __________________________________________________________

City: ______________ State: KY Zip Code: _____ County: __________

Name of Former Administrator/Superintendent: _______________________

Name of New Administrator/Superintendent*: _________________________

Email: __________________________ Fax: __________________________

Effective Date: __________________

As the new Administrator/Superintendent of the above listed Recipient Agency, I have reviewed and agree to abide by all regulations, requirements, and policies set forth in the “Agreement” between the Department and the Second Party for Commodities Donated by USDA.

_____________________________ Date: ______________
Signature of the New Administrator/Superintendent

*Administrator refers to School Superintendent or Institutions Director.

Return to:

Kentucky Department of Agriculture
Division of Food Distribution
107 Corporate Drive
Frankfort, KY 40601
# NOTICE OF DELIVERY OF DONATED FOODS TO SCHOOLS

1. Recipient Agency: 

2. Donated Food: 

3. USDA Delivery Order (D O) Number: 

4. Price Per Case: 

CHECK ONE: 10. Original Allocation: 

11. Change Order (Number): 

<table>
<thead>
<tr>
<th>Sub-Outlet</th>
<th>Total Cases Alloc</th>
<th>Delivery Dates</th>
<th>Delivery Breakdown</th>
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12. 

13. 

14. 

15. 

16. 

Total Cases Requested for Delivery

17. Total

18. FSD Name: 

19. Date: 

INSTRUCTIONS FOR COMPLETING NOTICE OF DELIVERY OF DONATED FOODS  
(KY-FD-3 FORM)

PURPOSE: The KY-FD-3 Form is used by Recipient Agencies to request delivery of donated food from distributors and to notify recipient agencies within a system of requested delivery dates and amount of food ordered for each sub-outlet.

INSTRUCTIONS: Prior to the beginning of each Fiscal Year the KDA will provide each recipient agency with a blank KY-FD-3 Form. Items 1, 2, 4 and 13 should be completed by the R/A, and the form reproduced in an amount sufficient to order all foods for the year. A separate sheet must be completed for each arrival.

This form must be completed by R/A within 24 hours of receipt of the Notice of Arrival, KY-FD-2 Form, except when food is fresh produce. In this instance, the KY-FD-3 Form is completed immediately upon receipt of the Notice of Allocation, KY-FD-1 Form.

The KY-FD-3 Form must be reviewed within 24 hours of receipt by a agency within the system. No further action is required on the R/A’s part unless a change in delivery schedule or foods allocated is changed. The R/A must immediately revise the original KY-FD-3 Form and forward a copy to the Distributor.

STEP-BY-STEP INSTRUCTIONS FOR COMPLETING THE KY-FD-3 FORM:

1. Enter Name of Recipient Agency (R/A).
2. Enter Name of Donated Food ordered.
3. Enter USDA Delivery Order (D/O) Number listed in Item 5 of KY-FD-2 Form.
4. Enter Price Per Case as listed in Item 11 on KY-FD-2 Form.
5. Enter Account Number - provided by distributor.
6. Enter Pack Size.
7. Enter Total Number of cases ordered.
8. Enter Arrival Date as listed in item 8 on KY-FD-2 Form, which is date product arrived at distributor’s warehouse.
9. Enter Expiration Date as listed in Item 9 on KY-FD-2 Form, which is 60 days from the date of arrival.
10. Place a check mark if this is the first delivery request submitted.
11. Enter the number of the change, i.e., number 1, if this is the first change, number 2 if this is the second change, etc., if you are making any changes on the original KY-FD-3 Form that would involve the delivery dates or quantities.
12. Enter Name of Sub-outlets to which food is allocated.
13. Enter Total Cases Allocated for sub-outlets.
14. List Date food is to be delivered to each sub-outlet (as previously arranged with distributor. At least one week lead time may be required.
15. Enter Amount Requested for each delivery date.
16. Enter Total Case(s) Requested for each delivery stop. Make sure total cases equals amount listed in Item 7.
17. Enter calculated totals for each column in Item 15, the totals should be the same totals as Item 13 and 16.
18. Person completing this form must sign here.
19. Enter date mailed to distributor.
<table>
<thead>
<tr>
<th>1. Recipient Agency:</th>
<th>5. Account Number:</th>
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<tbody>
<tr>
<td>2. Donated Food:</td>
<td>6. Pack Size:</td>
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<tr>
<td>3. D/O Number:</td>
<td>7. No. Cases:</td>
</tr>
<tr>
<td>4. Price Per Case:</td>
<td>8. Arrival Date:</td>
</tr>
<tr>
<td>Check one 10. Original Allocation:</td>
<td>9. Expiration Date:</td>
</tr>
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<td>12. Delivery Date:</td>
<td>11. Change Order (number):</td>
</tr>
<tr>
<td>13. Name FSD:</td>
<td>14. Date:</td>
</tr>
</tbody>
</table>
Temperature Recording Chart

Name of R/A:  

Type of Storage:

Month & Year:

Recommended Temperatures:

- Freezers: -10°F to 0°F
- Coolers: 34°F to 41°F
- Dry Storage: 50°F to 70°F

<table>
<thead>
<tr>
<th>Temperature</th>
<th>Checked By/Time</th>
<th>Day</th>
<th>Corrective Action</th>
<th>Temperature</th>
<th>Checked By/Time</th>
<th>Day</th>
<th>Corrective Action</th>
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Storing Fresh Produce

Refrigerators should maintain a temperature of 41 °F, or less, but temperatures inside a refrigerator can range from colder (32 °F) to warmer (41 °F), depending on the location. Colder temperatures are found in the back and warmer temperatures in the front, near the door. Some kinds of produce should be stored at warmer temperatures near the door for best quality. Location of fruits and vegetables is important because fruits, in general, produce ethylene gas, which fosters natural ripening, but it also can cause most vegetables and a few non-ethylene producing fruits to deteriorate more quickly and develop undesirable characteristics. Ideally, ethylene-producing fruits should be stored in the refrigerator as far from ethylene-sensitive fruits and vegetables as possible.

These items should not be refrigerated. Store ideally between 60 °F and 70 °F.

Bananas  Sweet Potatoes  Potatoes  Dry Onions

### Ethylene Producers

- Lemons
- Limes
- Mangoes
- Pineapples
- Oranges
- Tangerines
- Pears
- Plums
- Berries
- Cantaloupe
- Mandarin
- Oranges
- Apples
- Nectarines
- Peaches

### Ethylene Sensitive Produce

- Fresh-cut produce
- Carrots
- Asparagus
- Brussels Sprouts
- Broccoli
- Peppers
- Summer Squash
- Lettuce
- Corn
- Greens
- Spinach
- Herbs
- Cabbage
- Cauliflower
- Mushrooms
- Radishes
- Cucumbers
- Green Beans
- Okra

Walk-in Refrigerator
Whether putting food in the refrigerator, the freezer, or the cupboard, you have plenty of opportunities to prevent foodborne illnesses.

The goal is to keep yourself and others from being sickened by microorganisms such as Salmonella, E. coli O157:H7, and C. botulinum, which causes botulism. Keeping foods chilled at proper temperatures is one of the best ways to prevent or slow the growth of these bacteria.

These food storage tips can help you steer clear of foodborne illnesses.

Storage Basics
Refrigerate or freeze perishables right away. Foods that require refrigeration should be put in the refrigerator as soon as you get them home. Stick to the “two-hour rule” for leaving items needing refrigeration out at room temperature. Never allow meat, poultry, seafood, eggs, or produce or other foods that require refrigeration to sit at room temperature for more than two hours—one hour if the air temperature is above 90° F. This also applies to items such as leftovers, “doggie bags,” and take-out foods. Also, when putting food away, don’t crowd the refrigerator or freezer so tightly that air can’t circulate.

Keep your appliances at the proper temperatures. Keep the refrigerator temperature at or below 40° F (4° C). The freezer temperature should be 0° F (-18° C). Check temperatures periodically. Appliance thermometers are the best way of knowing these temperatures and are generally inexpensive.

Check storage directions on labels. Many items other than meats, vegetables, and dairy products need to be kept cold. If you’ve neglected to properly refrigerate something, it’s usually best to throw it out.

Use ready-to-eat foods as soon as possible. Refrigerated ready-to-eat foods such as luncheon meats should be used as soon as possible. The longer they’re stored in the refrigerator, the more chance Listeria, a bacterium that causes foodborne illness, can grow, especially if the refrigerator temperature is above 40° F (4° C).

Be alert for spoiled food. Anything that looks or smells suspicious should be thrown out. Mold is a sign of spoilage. It can grow even under refrigeration. Mold is not a major health threat, but it can make food unappealing. The safest practice is to discard food that is moldy.

Be aware that food can make you very sick even when it doesn’t look, smell, or taste spoiled. That’s because foodborne illnesses are caused by pathogenic bacteria, which are different from the spoilage bacteria that make foods “go bad.” Many pathogenic organisms are present in raw or undercooked meat, poultry, seafood, milk, and eggs; unclean water; and on fruits and vegetables. Keeping these foods properly chilled will slow the growth of bacteria.
Following the other recommended food handling practices (clean your hands, surfaces and produce, separate raw foods from ready-to-eat foods, and cook to safe temperatures) will further reduce your risk of getting sick.

Refrigeration Tips
Marinate food in the refrigerator. Bacteria can multiply rapidly in foods left to marinate at room temperature. Also, never reuse marinating liquid as a sauce unless you bring it to a rapid boil first.

Clean the refrigerator regularly and wipe spills immediately. This helps reduce the growth of Listeria bacteria and prevents drips from thawing meat that can allow bacteria from one food to spread to another. Clean the fridge out frequently.

Keep foods covered. Store refrigerated foods in covered containers or sealed storage bags, and check leftovers daily for spoilage. Store eggs in their carton in the refrigerator itself rather than on the door, where the temperature is warmer.

Check expiration dates. A “use by” date means that the manufacturer recommends using the product by this date for the best flavor or quality. The date is not a food safety date. At some point after the use-by date, a product may change in taste, color, texture, or nutrient content, but, the product may be wholesome and safe long after that date. If you’re not sure or if the food looks questionable, throw it out.

The exception to this is infant formula. Infant formula and some baby foods are unique in that they must be used by the use-by date that appears on the package.

Freezer Facts
Food that is properly frozen and cooked is safe. Food that is properly handled and stored in the freezer at 0°F (-18°C) will remain safe. While freezing does not kill most bacteria, it does stop bacteria from growing. Though food will be safe indefinitely at 0°F, quality will decrease the longer the food is in the freezer. Tenderness, flavor, aroma, juiciness, and color can all be affected. Leftovers should be stored in tight containers. With commercially frozen foods, it's important to follow the cooking instructions on the package to assure safety.

Freezing does not reduce nutrients. There is little change in a food’s protein value during freezing.

Freeze burn does not mean food is unsafe. Freeze burn is a food-quality issue, not a food safety issue. It appears as grayish-brown leathery spots on frozen food. It can occur when food is not securely wrapped in air-tight packaging, and causes dry spots in foods.

Refrigerator/freezer thermosters should be monitored. Refrigerator/freezer thermosters may be purchased in the housewares section of department, appliance, culinary, and grocery stores. Place one in your refrigerator and one in your freezer, in the front in an easy-to-read location. Check the temperature regularly—at least once a week.

If You Lose Electricity
If you lose electricity, keep refrigerator and freezer doors closed as much as possible. Your refrigerator will keep food cold for about four hours if it’s unopened. A full freezer will keep an adequate temperature for about 48 hours if the door remains closed.

Once Power Is Restored . . .
You’ll need to determine the safety of your food. Here’s how:

If an appliance thermometer was kept in the freezer, check the temperature when the power comes back on. If the freezer thermometer reads 40°F or below, the food is safe and may be refrozen.

If a thermometer has not been kept in the freezer, check each package of food to determine its safety. You can’t rely on appearance or odor. If the food still contains ice crystals or is 40°F or below, it is safe to refreeze or cook.

Refrigerated food should be safe as long as the power was not out for more than four hours and the refrigerator door was kept shut. Discard any perishable food (such as meat, poultry, fish, eggs or leftovers) that has been above 40°F for two hours or more.

Tips for Non-Refrigerated Items
Check canned goods for damage. Can damage is shown by swelling, leakage, punctures, holes, fractures, extensive deep rusting, or crushing or denting severe enough to prevent normal stacking or opening with a manual, wheel type can opener. Stickiness on the outside of cans may indicate a leak. Newly purchased cans that appear to be leaking should be returned to the store for a refund or exchange. Otherwise, throw the cans away.

Don’t store food, such as potatoes and onions, under the sink. Leakage from the pipes can damage the food. Store potatoes and onions in a cool, dry place.

Keep food away from poisons. Don’t store non-perishable foods near household cleaning products and chemicals.

Find this and other Consumer Updates at www.fda.gov/ ForConsumers/ConsumerUpdates
Sign up for free e-mail subscriptions at www.fda.gov/ consumer/consumerevents.html
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, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the 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. Additionally, program information is available in languages other than English.

To file a complaint alleging discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410
fax: (202) 690-7442; or
email: program.intake@usda.gov.
This institution is an equal opportunity provider.

Conforme a las leyes federales y a los derechos civiles, reglamentos y políticas del Departamento de Agricultura de los Estados Unidos (U.S. Department of Agriculture, USDA), se prohíbe a esta institución discriminar por motivo de raza, color, nacionalidad, sexo, edad, discapacidad y represión o tomar represalias por actividades realizadas en el paso relacionadas con los derechos civiles. (No todos los principios de prohibición se aplican a todos los programas).

Las personas discapacitadas que requieran medios alternativos para que se les comunique la información de un programa (por ejemplo, braille, texto a mano, grabación de audio, lenguaje de señas estadounidense, etc.) deben comunicarse con la agencia estatal o local responsable de administrar el programa o 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. La información del programa también está disponible en otros idiomas además del inglés.

Para presentar una queja por alegada discriminación, complete el formulario de quejas por discriminación del programa del USDA, AD-3027, que podrá encontrar en línea en http://www.ascr.usda.gov/sites/default/files/docs/2012/Spanish_Form_508_Compliant_6_6_12_0.pdf o en cualquier oficina del USDA o escriba una carta dirigida al USDA que incluya toda la información solicitada en el formulario. Para solicitar una copia del formulario de presentación de quejas, comuníquese al (866) 632-9992. Envíe su formulario o carta completos al USDA por correo:

U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410
fax: (202) 690-7442; o
correo electrónico: program.intake@usda.gov.
Esta institución ofrece igualdad de oportunidades.
COMMONWEALTH OF KENTUCKY
KENTUCKY DEPARTMENT OF AGRICULTURE
Division of Food Distribution

PROGRAM ADMINISTRATION AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July 2011, by and between the Commonwealth of Kentucky, Department of Agriculture, Division of Food Distribution, hereinafter referred to as the Department, and

(Name of Recipient Agency)

hereinafter referred to as the Second Party. This agreement shall remain in effect in perpetuity and amended by the Department as necessary. It will be the responsibility of the Second Party to notify the Department of any changes of Administrator within fifteen (15) days of the effective date of the new administrator assuming office via the Change of Administrator form (KY-FD-41). The Second Party shall maintain this agreement with amendments and/or attachments for the term of this agreement.

WITNESSETH, THAT:

Whereas, the Department, in the exercise of its lawful duties, has determined that the above-named Second Party meets the requirements of 7 CFR Part 250.11 and is approved to receive USDA Donated Foods under Section 416, Section 32, Section 4(a), Section 6, Section 14 and Section 709 of PL 100-237:

Whereas, the Second Party is available, willing and qualified to perform this function, and the Department desires that the Second Party perform this function;

Now therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

1. The Second Party agrees to perform the services as herein described with particularity as follows:

   A. Use of Foods:

      USDA Foods may be utilized in the preparation and sale of foods for any function. Products may be utilized for banquets and conferences other than school lunch. Funds derived from the sale of these commodities must accrue to the nonprofit school food service account to operate or improve the nonprofit school food service program.

   B. Quantities Requested:

      Commodities are to be requested in such quantities as can be fully utilized without waste.

   C. Allocations:

      All foods shall be allocated by the Second Party to schools in their system based on the average number of reimbursable lunches served that meet the meal type requirements prescribed in the regulations for the National School Lunch Program 7 CFR 210.10. Any exceptions to this policy shall be stated on the Notice of Delivery of Donated Foods to Schools (KY-FD-3) form.

   - 1 -
D. Facilities:

Standards for Storage Facilities:

In accordance with 7 CFR 250.14(b) the Second Party shall provide facilities adequate in the opinion of the Department for the handling, storage and preparation of donated food that:

1. Are sanitary and free from rodent, bird, insect and other animal infestation;

2. Safeguard foods against theft, spoilage and other loss;

3. Maintain foods at the following temperatures:
   a. Dry Storage 50°F to 70°F
   b. Cooler Storage 34°F to 45°F
   c. Frozen Storage 0°F to -10°F

It is recommended that temperatures of all cooler and freezer storage areas be checked and recorded daily, including holidays and weekends.

4. Donated food is to be stored off the floor in a manner to allow for adequate ventilation. The Second Party shall take any other protective measures as may be necessary and ensure that storage facilities have obtained all required Federal, State and/or local health inspection and/or approval and that such inspection/approvals are current.

E. Re-donation:

Once the Second Party receives verification through the Electronic Commodity Ordering System (ECOS), that Group A Food have been placed, if the Second Party makes that determination that the amount requested/allocated cannot be used without waste, the Department must be informed immediately. The Department will transfer the food to another agency, if possible, and the Second Party will not have transfer charges placed against them. When verification is received through ECOS that Group B foods have been allocated, the Second Party determines that the food cannot be used due to excessive inventory, the Department must be notified immediately. The Department will make every effort to transfer the food to another agency; however, the Second party will be responsible for all delivery or transfer charges.

In instances in which the President or the Governor has declared a major disaster, emergency, or situation of distress, relief organizations may be eligible to receive donated foods for congregate meals service.

The Second Party agrees to release any and/or all commodities to the Department, if requested for such emergencies.

F. Improper Use, Loss or Damage of USDA foods:

Donated foods that are found to be damaged or out-of-condition and are declared unfit for human consumption by Federal, State, or local health officials or by other inspection services shall be disposed of in one of the following manners:
1. Destroy carton labels and remove product from USDA packaging.

2. Destroy food and ensure that it cannot be eaten. For example: remove it from the USDA container and pour bleach or other substance on the product.

3. Some products may have to be taken to a landfill for proper disposal.

4. Agencies that are bleach-free should consider destroying product through a disposal unit or landfill.

5. When in doubt about proper disposal, contact your local health department or the Kentucky Department of Agriculture (KDA).

G. Availability for Demonstration and Test:

Upon approval of the Department, any food provided for use to the Second Party may be transferred to a Bona Fide experimental or testing agency, or used in workshops for demonstration or tests relating to the utilization of USDA Donated Food or used by the Second Party for the purpose of teaching students in Home Economics courses.

H. Processing:

If the end products are to be delivered to the Second Party via the contracted commercial distributor, the following criteria must be met:

1. The Second Party shall request no more than three (3) items be returned to commercial contracted distributor warehouse at any one time, unless agreed upon by the processor and the distributor.

2. Within 48 hours of receipt of notification from the Processor of the date of arrival of end products at the distributor’s warehouse, the Second Party shall electronically submit a Notice of Delivery of USDA Foods (KY-FD-3) form to the distributor.

3. The Second Party shall take delivery of all processed items within 30 days of delivery at distributor’s warehouse, or the contracted storage charge may be assessed.

I. Buy American:

When purchasing food products with Federal funds, the Second Party shall, whenever possible, purchase only food products that are produced in the United States as defined in 7 CFR 250.23.

J. Records:

The Second Party shall be responsible for the completion or maintenance of the following records:

1. Notice of Delivery (KY-FD-3) form on Commodity Foods.

2. All signed invoices showing the receipt of commodity foods.

3. Temperature Recording Chart (KY-FD-8) form for dry, frozen and cool storage areas.
4. A current Health Inspection Report by the local Health Department of all storage facilities and food preparation areas.

5. A record of and an accurate accounting of all funds derived from the sale of containers.

6. An approved Agreement of donated Foods (KY-FD-12-S), between the Department and the Second Party, with a record of all food preparation sites and participation data, Supplement to Agreement (KY-FD-12-B) a Designated Personnel for Food Alert/Emergency Feeding (KY-FD-22) form, with updates as needed. The approved Agreement with amendments must be kept on file in the Food Service office.

7. Records of extermination treatment performed by the Second Party or a contracted agency to prevent insect, rodent or other animal infestation. If self applied, a copy of current certification must be kept on file.

8. A record of all USDA foods used or transferred during a declared emergency for a mass feeding operation, using Emergency Mass Feeding Report (KY-FD-50) form.

9. Other records are to be completed and submitted relative to the distribution operations in such form as may be required by the Department.

K. Delivery and Receipt of USDA Foods:

The Second Party shall be responsible for the receipt of commodity foods from authorized distributors in accordance with the following requirements:

1. Delivery Schedule:

   The Second Party will notify the Distributor of the amount(s) and date(s) of delivery of donated foods via the Notice of Delivery of Donated Food to Schools (KY-FD-3) electronic form within 24 hours notification by ECOS. The Second Party shall order a minimum of three (3) cases per item, per drop (except where less is allocated). However, less than three (3) cases per item may be ordered if the total number of donated cases per delivery drop is a least ten (15) cases. There shall be a minimum of fifteen (15) cases per delivery (drop). In the event that the Second Party request delivery of less than 15 cases per drop the Distributor may charge the cost of a 15 case delivery (drop).

   The Second Party must complete the electronic KY-FD-3 form and send it by email to the contracted distributor. Second Parties having only one delivery drop, who do not email the electronic Notice of Delivery of Donated Food to Schools (KY-FD-3) form within the 24 hour timeframe, may receive each delivery order of commodities in full on their next scheduled delivery day, or within ten working days after receipt of the commodities by the distributor. Under no circumstances shall a Distributor deliver donated foods to a Second Party having more than one delivery drop without prior receipt of an electronic Notice of Delivery of Donated Food to Schools (KY-FD-3) form. Any foods delivered by a distributor to a multi-drop Second Party without receipt of an electronic Notice of Delivery of Donated Food to Schools (KY-FD-3) form may be rejected at no cost to the Second Party.

   Upon notification of fresh fruit/vegetable orders have been placed, the Second Party must immediately notify the Distributor, via the electronic Notice of
Delivery of Donated Food to Schools (KY-FD-3) form of their delivery request. The distributor is required to make delivery on the next scheduled delivery date upon receipt of the fresh fruit/vegetable.

2. Receiving Requirements:

The Second Party must provide a qualified person to receive foods between the hours of 6:30 a.m. and 3:30 p.m. unless special arrangements are made in advance with the distributor. Deliveries shall be made Monday through Friday, except school holidays or snow closings days. In districts where there is no one on duty in the school district, the Second Party will notify the distributor by 6:00 a.m. on the morning schools are closed. A Second Party official must ensure a qualified person will be on duty the days when donated foods are scheduled for delivery after the cafeteria has closed (but prior to 3:30 p.m.). Deliveries past 3:30 p.m. must be scheduled in advance by the distributor with the school food authority only in emergency situations. Delivery schedules once established may not be changed unless a qualified emergency exists, and a new schedule can be negotiated with the distributor.

The Second Party shall require the designated official to verify, upon receipt, the accuracy of items, quantities of each item and condition of merchandise. Each delivery ticket must be signed by the designated Second Party official. Variations from the norm, i.e., shortages, damages, etc. must be noted on each delivery ticket by the designated official and initialed by both the truck driver of the distributor and the Second Party official.

The Second Party agrees to accept only amounts ordered via the electronic Notice of Delivery of Donated Food to Schools (KY-FD-3) form. If the Second Party accepts and uses any food that was not allocated to them, the Second Party must reimburse the distributor the dollar value of the foods used. Any cost incurred by the distributor to redistribute any unallocated foods accepted by the Second Party will be paid by the Second Party.

Shortages or overages identified upon receipt of foods from a distributor are to be reported to the distributor immediately and appropriate action taken to resolve the discrepancy.

The Second Party may be assessed a storage charge for each case of food remaining in storage at the Distributor’s warehouse beyond 60 days. This charge shall not exceed 25 percent of the stated charge per case for delivery.

The Second Party agrees to pay the delivery and storage fees to the Distributor in a timely manner. Late charges may be applied at the discretion of the Distributor. Failure to pay may cause the Second Party further delivery of commodity foods.

L. Delivery Drop Areas:

The Second Party will be responsible for designating staging areas at each delivery site. Recognized areas are inside: dry storage area, or the door of a walk-in freezer or cooler. Drivers or helpers shall not be required to store merchandise on shelves nor stack in reach-in coolers, freezers or other cabinets, but are required to deliver merchandise to staging areas.
M. Special Deliveries:

The Second Party may request delivery from the Contractor within 24 hours if the Contractor fails to deliver at least 50% of each item requested. No extra charge shall be assessed. The remainder of the shipment shall be delivered on the next scheduled delivery date, unless the Second Party request delivery at a later date.

The Second Party may request, within 10 days of the arrival of foods at the Distributor's warehouse, a lump sum delivery to a school-operated facility. Distributor shall state a charge to be assessed to the Second Party.

The Second Party may request and pay for more frequent deliveries if the Distributor is able and willing to provide the service.

N. Backhaul:

The Second Party may authorize processors to pick-up allocations from the distributor. The distributor may charge the Second Party up to 90 percent of bid price per case for pick-up.

O. Commodity Complaints:

To file a complaint about a particular USDA product, complete the electronic Food Complaint (KY-FD-21) form and email it to the Department. The Department will enter the information in the ECO System and forward to USDA.

To process a Second Party complaint more quickly, the Second Party should provide the following information:

- A description of the problem
- Date the product was received
- Location of the product
- How much product is involved
- Contract number (may be stenciled on the outer carton)
- Delivery order number (D/O) Available on the Electronic Commodity Ordering System (ECOS) or on the delivery invoice.

When the Second Party has a complaint about a product that is received in a commercial label, the Second Party has the option of contacting the company directly to request a resolution to the Second Party's problem. This may be the easiest option for the Second Party, if the Second Party has purchased other foods from this company and already has a relationship established with the company.

If the Second Party is seeking a replacement, the Second Party should keep the product separated from other products until the Second Party has been notified what to do with the damaged or unsuitable product.

P. Second Party Training Requirements:

The Second Party will provide and/or secure appropriate orientation and in-service training for staff responsible for the services delivered under this contract.

Q. Deficiencies and Corrective Measures:

The Second Party agrees that all corrective measures identified by the Department will be taken within the specified timeframe. The Department retains the right to withhold
delivery or allocation of USDA foods if the Second Party fails to take all corrective measures identified by the Department within the timeframe specified.

R. Second Party Review Requirements:

By February 1 of each year the Second Party must complete an annual review of each local food preparation and storage facility using the Food Distribution Compliance Review (KY-FD-54) form. The findings of each review must be presented verbally and in writing with the cafeteria manager and the site principal. The corrective action must be taken immediately on all deficiencies identified in the written review and corrective action documented and a copy must be kept on file in the central office for inspection by the Food Distribution Field Review staff.

S. Audit Exceptions:

Any Second Party, who received $500,000 or more in total Federal awards/expenditures shall have a single audit conducted for that year in accordance with OMB Circular Number A-133, pursuant to the Single Audit Act of 1994, P.L. 98-502; and must submit a copy of the audit report, separately identifying CFDA 10.550, to the Division of Food Distribution.

The Second Party agrees to assume responsibility for any and all audit exceptions resulting from the Second Party’s failure to comply with the terms of this Agreement or Federal Laws and Regulations governing this program.

3. RIGHTS OF INSPECTION AND AUDIT:

The United States Department of Agriculture, the Kentucky Department of Agriculture, or any of their duly authorized representatives shall have unrestricted access to inspect donated foods in storage or the facilities used in handling or storage of such donated foods, to inspect and audit all records including financial records and reports pertaining to the use of donated foods, and to review or audit the procedures and methods used in carrying out the requirements of this Agreement at any reasonable time.

4. SANCTIONS AND TERMINATION OR CANCELLATION:

Either the Department or the Second Party may terminate this agreement for cause by giving thirty (30) days notice in writing to the other party by certified or registered mail with return receipt requested, except that the Department may cancel this Agreement immediately upon receipt of evidence that any terms or conditions herein have been violated and except that any termination of Agreement for non-compliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations. Subject to such notice of termination or cancellation of this Agreement, the Second Party agrees to comply with the instructions of the Department.

5. CIVIL RIGHTS COMPLIANCE:

The Second Party hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), The Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, (P.L. 92-318), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Age Discrimination Act of 1975 (P.L. 94-135), The Americans with Disabilities Act of 1990, and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground(s) of race, color, national origin, age, sex, age, disability, political beliefs, and marital or familial status be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the program applicant receives federal financial
assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants or donation of federal property and interests in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the Department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, and cash assistance for purchased or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Second Party agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the U.S. Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the distributing agency or, where applicable, Second Party, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear on this agreement are authorized to sign this assurance on the behalf of the program applicant.

6. DISCRIMINATION (BECAUSE OF RACE OR COLOR, NATIONAL ORIGIN, SEX, AGE OR DISABILITY) PROHIBITED:

During the performance of this contract, the Second Party agrees as follows:

A. The Second Party will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age (40-70), or disability (as defined in the American Disabilities Act of 1990). The Second Party will take affirmative action to ensure that applicants are employed and that employees are treated during Employment without regard to their race, religion, color, national origin, sex, or age (40-70). Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Second Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Second Party will, in all solicitations or advertisements for employees placed by or on behalf of the Second Party; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex or age (40-70).

C. The Second Party will send to each labor union or representative of workers, with which the Second Party has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Second Party will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
D. The Second Party will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Second Party will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to the Second Party's books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Second Party's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Second Party may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Second Party will include the provisions of paragraphs 1 through 7 of Section 202 of Executive Order No. 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Second Party will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a subcontractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the agency, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.

H. The Second Party agrees to comply with all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this contract.

7. DISCRIMINATION (BECAUSE OF HANDICAP/DISABILITY) PROHIBITED:

The Second Party agrees to comply with the provisions of P.L. 93-112 Section 504, of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified handicapped individuals under any program or activity receiving federal financial assistance.

8. LICENSING REQUIREMENTS:

The Second Party shall comply with all state and federal licensing requirements and standards for all contract services and advise the Department when such compliance is not met.

9. FULFILLMENT OF CONTRACT:

The Second Party is responsible for fulfillment of the terms of this contract with the Department, whether or not subcontractors are used, and the terms of this contract are binding upon all subcontractors.

Whenever any provision of this agreement requires approval of or by, or notice to, the Kentucky Department of Agriculture or the Kentucky Department of Agriculture's Division of Food
Distribution, said notice or request for approval shall be in writing with written approval signed by an authorized representative of the Kentucky Department of Agriculture.

10. DISCLAIMER:

The Second Party agrees to hold the Department harmless from any and all losses, claims, expenses, causes of action, costs, damages, and obligations, final or otherwise, arising from any and all acts of the Second Party, its agents, subcontractors, employees, licensees, participants hereunder, or invitees that result in injury to persons, damage to property, or loss arising from performance of this contract as those injuries, damages, or losses relate to any person, corporation, partnership, or any other entity. Furthermore, the Second Party agrees to indemnify the Department for any and all cost, direct or indirect, including legal defense that shall arise in relation to performance of this contract.

11. FINANCIAL MANAGEMENT

The Second Party agrees to establish and/or maintain a financial system, which shall establish that:

A. Funds accruing from the sale of containers or packing materials in which donated foods are received, salvage of donated foods shall be returned to the Department or used only for the payment of expenses of the program which will improve program operations including, but not limited to, transportation, storage, and handling of donated foods, salaries of persons directly connected with the program, and other program related expenses.

B. The Second Party will pay all in-state distribution charges as established by the Department. The charges shall be paid monthly, in accordance with established Department policy, at the approved rate charged by the Distributor in the bid proposal award. The Department retains the right to withhold delivery or allocation of USDA foods if the Second Party fails to comply with the terms of this contract or if the Second Party falls more than sixty days in arrears in payment.

C. Funds accruing from the operation of the program shall not be used for those costs which are not allowable under the cost principles in the U.S. Department of Agriculture Uniform Federal Assistance Regulations, 7 CFR Part 3015 Subpart T.

D. The parties to this Agreement are cognizant that the Department of Agriculture is not liable for Social Security contributions pursuant to 420S Code, relative to the compensation of the Second Party during the period of this Agreement.

12. LOBBYING RESTRICTIONS, CERTIFICATION AND DISCLOSURE:

In accordance with 7 CFR 3018, no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement, including agreements covering donated commodities, with a dollar value exceeding $100,000, to pay 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 in connection with any of the following covered Federal Actions: 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.

A. Exceptions:

The prohibition on using appropriated funds does not apply to activities by employees of the Second Party with respect to:
Liaison activities with Federal agencies and Congress not directly related to a covered Federal action.

Providing any information specifically requested by an agency or Congress.

Discussion and/or demonstration of products or services if not related to a specific solicitation for a covered action.

Professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a Federal contract, grant, loan or cooperative agreement or for meeting legal requirements conditional to receipt of any Federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by others for the same purposes.)

B. Certification:

In addition to the above prohibition against using appropriated funds for lobbying for specific awards, Section 1352, Title 31, U. S. Code, requires each recipient of a Federal contract, grant, loan or cooperative agreement, including recipients of USDA Commodities, in excess of $100,000 in Federal funds to sign a Certification Regarding Lobbying, stating that no payment has been made or will be made for the above described activities. The signed certification statement must be returned with this agreement.

C. Disclosure:

If non-federal funds are used by the Second Party to pay persons external to the Second Party’s organization for activities which would have been prohibited if federal funds had been used, a Disclosure Form to Report Lobbying, Federal Form LLL, must be completed by the Second Party and submitted to the Department. The Second Party shall amend the Disclosure Form LLL at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Second Party. If the cost paid, or to be paid, to attempt to influence a particular federal transaction increased by more than $25,000 from what was reported in the initial disclosure statement, a new report is required at the end of the quarter in which the action occurred.

D. Penalties:

Use of appropriated funds for lobbying activities shall subject the Second Party to a Civil Penalty of not less than $10,000 and not more than $100,000 for each such expenditure. Failure to file or amend a disclosure report shall subject the Second Party to the same penalty for each such failure.

13. FOOD SERVICE MANAGEMENT COMPANIES

The Second Party may employ Food Service Management Companies to conduct food service operations in accordance with 7CFR 250.12 (d) and shall enter into a written contract with the Food Service Management Company which shall expressly provide that:

A. Any donated foods received by the Second Party and made available to the Food Service Management Company shall be utilized solely for the purpose of providing benefits for the employing agency’s food service operation and the Second Party shall demonstrate that the full value of all donated foods is used solely for the benefit of the Second Party.
B. The books and records of the Food Service Management Company pertaining to the food service operation of the agency shall be available for a period of three years from the close of the fiscal year to which they pertain. However, in instances when claims action and/or audit findings have not been resolved, the records shall be retained as long as required for the resolution of such action or findings.

C. All Food Service Management contracts shall be in effect for no longer than one year and shall provide that it may be extended at the option of both parties for four (4) additional one year periods and be subject to review by the Department for compliance with the requirements of 7 CFR 250.12 (c). The review procedures will encompass eligibility, food ordering procedures, storage practices, inventory controls, reporting and record keeping requirements, and compliance with nondiscrimination provisions.

D. The Food Service Management Contract must contain lobbying restrictions outlined in Item 11 of this Agreement.

E. Contracts may be terminated for cause by either party upon 30 days’ written notice. At the time the contract is extended, the Food Service Management Agency must update all pertinent information and must demonstrate that all donated foods received during the previous contract period have been accounted for.

F. When contracting for storage facilities, the Food Service Management Agency shall enter into a written contract for lease of storage facilities to be effective for no longer than one year. The contract may be extended at the option of both parties for four additional one-year periods. At the time the contract is extended, the storage facility must update all pertinent information and demonstrate that all donated foods received during the previous contract period have been accounted for.

G. A copy of the Food Service Management Company contract must be forwarded to this office for review, prior to the effective date of the contract.

14. DEPARTMENT OF DEFENSE (DOD) PROGRAM:

Any Second Party participating in the USDA Food and Consumer Service Fresh Fruit and Vegetable Project administered by the Department shall ensure the following:

The Second Party is required to:

1. Ordering:
   A. Place orders for fresh produce directly with the Defense Subsistence Office (DSO) using a DOD customized program "Tap-IT."
   B. When ordering fresh produce, the Second Party shall include the five digit item code, quantity, requisition number and requested delivery date (consistent with established lead times).
   C. When ordering fresh produce, the Second Party shall identify any unique ordering requirements (e.g., count, size or grade) for DSO to ensure that accurate quality and quantity of fresh product are purchased.
   D. Delivery period will be Sept. 1st - June 30th each year.

2. Shipment and Delivery:
   A. When the fresh product is shipped, the Second Party shall be responsible for off loading the fresh product from the tailgate in an expeditious manner; if the
Second Party is delinquent in off loading and detention charges accrue, the Second Party will be responsible for the detention and other charges caused by the delay.

B. Unless otherwise directed by DSO, the Second Party shall exchange any pallets received from prior shipments or from pallets on hand.

C. The Second Party shall notify DSO if the shipment has not arrived within one hour of the scheduled delivery time and take any corrective action requested by DSO.

D. Prior to accepting any shipment, the Second Party shall count and verify the shipment and annotate any overages or shortages on the vendor's ticket or government bill of lading.

E. Prior to accepting any shipment, the Second Party shall inspect the fresh product and call the DSO if there is any nonconformance, such as product quality or product damaged during shipment, to determine disposition of the product. DSO shall evaluate any nonconforming fresh product, utilizing field buyers, DSO Produce Specialists or Food and Consumer Services (FCS) or Agricultural Marketing Service (AMS) representatives, and advise the Second Party as to whether to accept or reject the product and what actions to take if the fresh produce that has been accepted is later determined to be nonconforming.

F. Acceptance of a shipment shall be made by signing the delivery ticket or government bill of lading.

G. The Second Party shall transmit the vendor’s delivery ticket to DSO by mail or facsimile on a weekly basis.

H. Within 24 hours of delivery, the Second Party shall notify DSO of any quality or condition defect of the fresh product discovered after acceptance of the fresh product.

3. The DSO shall purchase and arrange delivery of the fresh product to the Second Party and shall perform the following:

A. In consultation with the Second Party, establish a regular ordering schedule and the necessary lead times for orders, taking into account the needs of the Second Party. If requested by the Second Party, the ordering schedule shall permit orders as frequently as daily if economically feasible, provided that orders for volume buys must be placed at least ten (10) days before the requested delivery date.

B. Not later than the 25th day of each month, provide the Second Party with DPSC Form 1931 listing the fresh products expected to be available for the subsequent month and the item codes for each of these fresh products.

C. Provide the Second Party with a monthly news flash containing any new or updated information on fresh product availability, fresh product and market conditions, best buys, expected price fluctuations, new items, and any other market information of interest.

D. Verify orders placed through the “Tap-it” system.
E. If DSO does not receive an order from a Second Party in accordance with the established ordering schedule contact the Second Party to determine if orders will be made.

F. At the time of ordering, notify the Second Party of any fresh product available at an economic price due to market conditions of which the Second Party was not previously notified.

G. Make any item not available when ordered, available to be ordered by the Second Party as soon as it becomes available.

H. In cases of emergency, fill orders from stock on hand or arrange delivery directly from a vendor to a Second Party, and;

I. Before filling any order, check to ensure that the order will not cause the dollar allocation for the Second Party to be exceeded.

15. DEPARTMENT RESPONSIBILITIES:

In order to ensure compliance by the Second Party with the requirements of this Agreement, the Department agrees to perform the following functions:

A. INFORMATION DISSEMINATION:

The Department will provide the Second Party with all information needed for informed participation in the program relative to: State and Federal Regulations; procedures for ordering and handling commodities; results of test evaluations and surveys; and any other available pertinent information as requested or needed by the Second Party. This type of information will be placed on the Division web site.

B. TRAINING

The Department Field Review Staff will train food service personnel on an annual or as needed basis, depending on changes in policies and procedures.

C. REVIEWS

An on-site review of each recipient agency central office shall be conducted by the Department at least once every year. These reviews will include, but are not limited to, commodity ordering procedures, pro-rata share allocating, storage and warehousing practices and compliance with reporting and record keeping requirements.

Any discrepancy discovered by a Department Field Reviewer during a review that does require a follow-up review will be specified in writing in the Administrative Review Report, along with corrective measures to be taken and the prescribed time frame. Each discrepancy will be discussed with appropriate Second Party staff and a copy of the Administrative Review Report will be mailed to the appropriate Second Party official. Upon completion of the corrective measures by the appropriate food service official, written verification, in the same format as the Administrative Review Report explaining in detail the corrective measures taken and the date of completion must be returned to the Department on or before the date indicated.

The Food Service Management contract implemented by the Second Party shall be subject to review by the Department for compliance with requirements of this contract.
16. PURCHASING AND SPECIFICATIONS:

The agent of the Second Party certifies by his/her signature hereinafter that he/she will not attempt in any manner to influence any specifications, to be restrictive in any way or respect, nor will he/she attempt in any way to influence any purchasing of services or commodities by the Commonwealth of Kentucky. For the purpose of this agreement, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

17. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES:

The agent of the Second Party hereby also certifies by his/her signature hereinafter that he/she is legally entitled to enter into the subject contract with the Commonwealth of Kentucky and certifies that he/she is not and will not be violating either directly or indirectly any conflict of interest statute (KRS 45A.330-45A.340, 45A.890, 164.390, 210.110, 210.990 (1), or any other applicable statute) or principle by the performance of this contract.

18. CHOICE OF LAW AND FORUM PROVISION:

All questions as to the execution, validity, interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this Agreement, shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

SECOND PARTY: (School District)  

__________________________  
Name of Second Party

__________________________  
Address

__________________________  
City  State  Zip Code

__________________________  
Email Address

__________________________  
Superintendent (Type or Print)

__________________________  
Signature of Superintendent/Administrator

__________________________  
Director  
Division of Food Distribution

__________________________  
107 Corporate Drive  
Frankfort, KY 40601

__________________________  
Date

DEPARTMENT OF AGRICULTURE
Division of Food Distribution

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