Kentucky Department of Agriculture



USDA-Food Distribution Program
Food Service Director
Instruction Manual

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NATIONAL SCHOOL LUNCH PROGRAM - OVERVIEW

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.

<u>Group B:</u> 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 preprimary 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

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 FFAVORS 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 as 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.

Division of Food Distribution NSLP Contacts

Steve Castanis, NSLP Commodity Branch Manager, CPM

Steve.castanis@ky.gov

502-782-9206 Office

502-762-4067 Cell

502-352-0541 Work Cell

Eliza-Jane Cruse-McCurry, NSLP Commodity Regional Coordinator

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502-782-9209 Office

270-304-7313 Cell

502-229-2619 Work Cell

Jesse Frye, NSLP Commodity Regional Coordinator

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270-350-0512 Cell

502-382-7458 Work Cell

Tina Garland, FTS, Jr. Chef, SFMNP - Procurement Development Coordinator

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502-782-9212 Office

502-382-7505 Cell

Jessica Garland, NSLP Commodity Regional Coordinator

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502-352-3375 Work Cell

Larry Garriott, NSLP Commodity Program Coordinator

Larry.garriot@ky.gov

502-782-9214 Office

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Garrick Howell, NSLP Commodity Processing Specialist

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502-782-9222 Office

Kelsey Ruble, FTS, Jr. Chef, SFMNP Administrative Specialist

Kelsey.ruble@ky.gov

502-782-9238 Office

502-229-3457 Work Cell

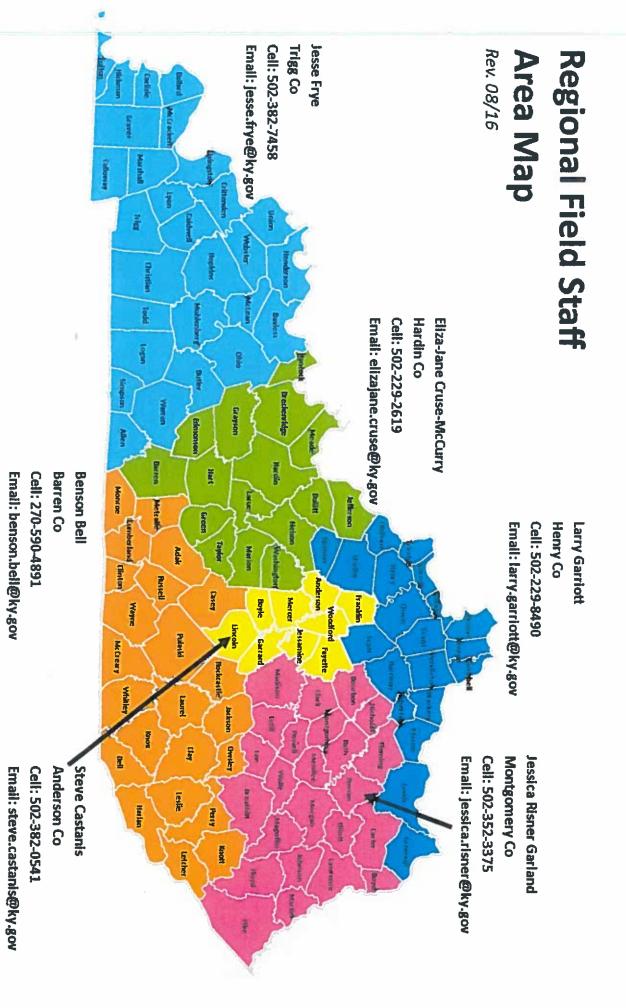
Bill Wickliffe, Food Distribution Division Director

Bill.wickliffe@ky.gov

502-782-9241 Office

859-265-1635 Cell

502-545-3643 Work Cell



Food Distribution Division - Acronyms:

AMS - Agricultural Marketing Service Responsible for Purchasing Commodities.

Agreement – SDA document requiring an organization to abide by USDA and 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 compromised 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.

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 SFAs 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.

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.

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"!

Operations, Reports and Other Tabs Missing

- 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.

WBSCM USDA Entitlement System

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.

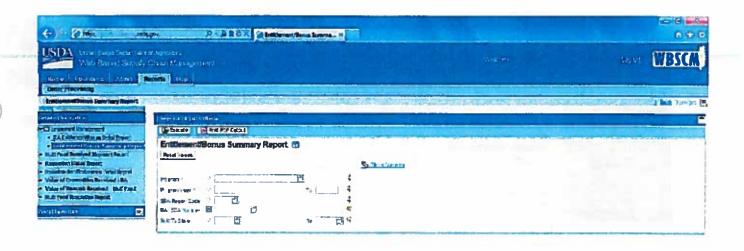
ORDERING USDA FOODS IN WBSCM

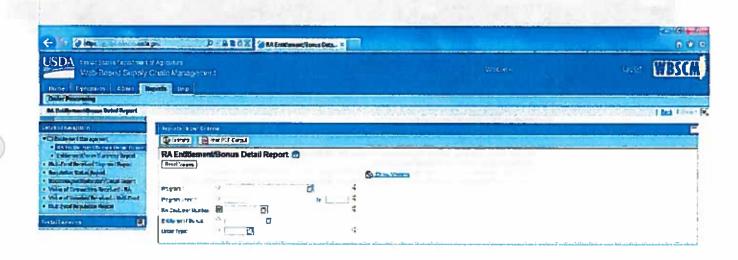
- (1) Click "Operations" Tab.
- (2) Click "Order Management" under "Detailed Navigation".
- (3) Click the link that says "Here" in the section to the right of the web browser.
- (4) Set "Default" Delivery Location Your Distributor in the drop-down list.
- (5) Click "Add More to Order" Button.
- (6) Select "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!).

Note: 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 districts' identification number, also known as the Business Partner ID (BP ID). 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 Diversions" 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 # 5000014524.
- (15) Field: Criteria used by WBSCM to complete a requests by the user. These identify specific information used to log users' requests and reports.





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)

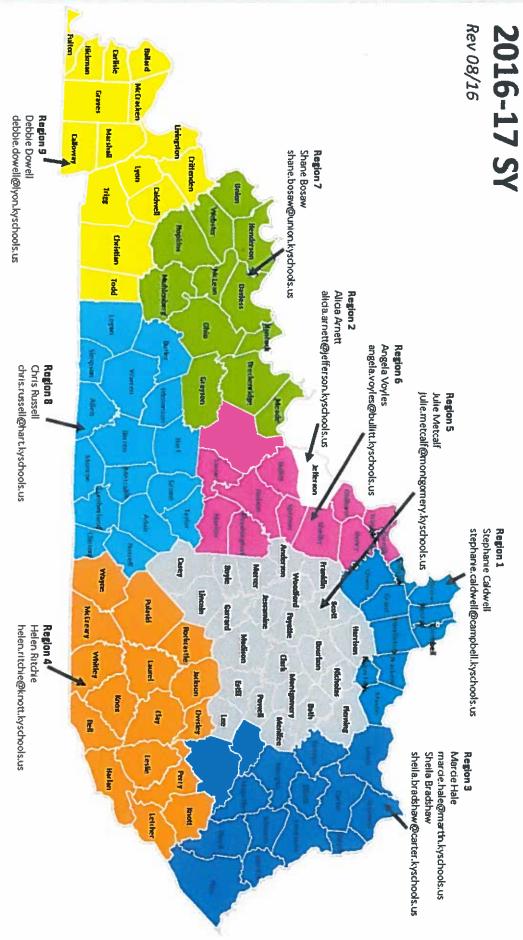
How do I Process Commodities:

- (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.

Commodity Advisory Council Regions



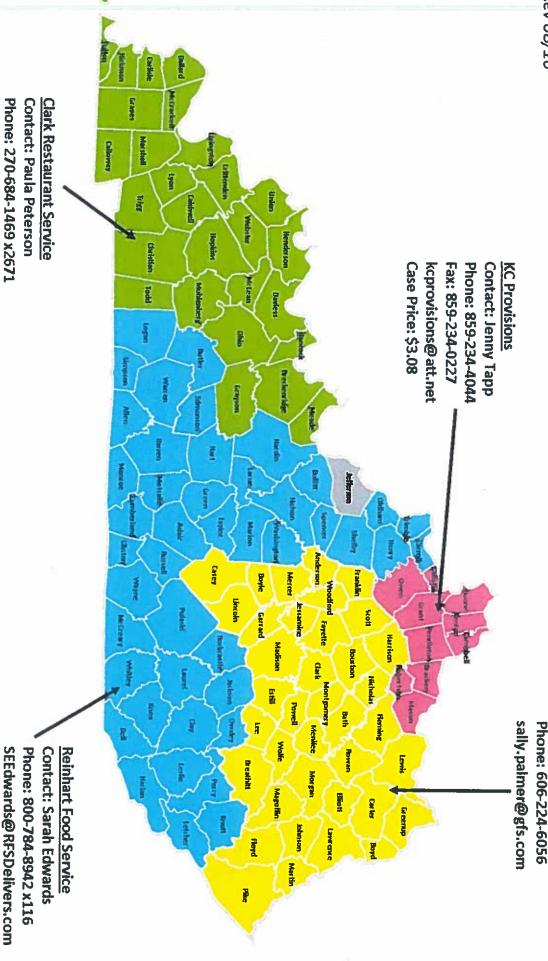
Kentucky Distribution Regions 2016-17 SY

Rev 08/16

maryann.crowdis@gfs.com Contact: Sally Palmer, EKy Phone: 502-457-6889

Contact: Maryann Crowdis, CKy

Gordon Food Service



paulap@crsonesource.com

Case Price: \$3.04

Case Price R4: \$3.64
Case Price R6: \$3.49
Case Price R8: \$3.03

Fax: 270-685-5696

Kentucky Distribution Regions 2016-17 SY

Phone: 502-457-6889

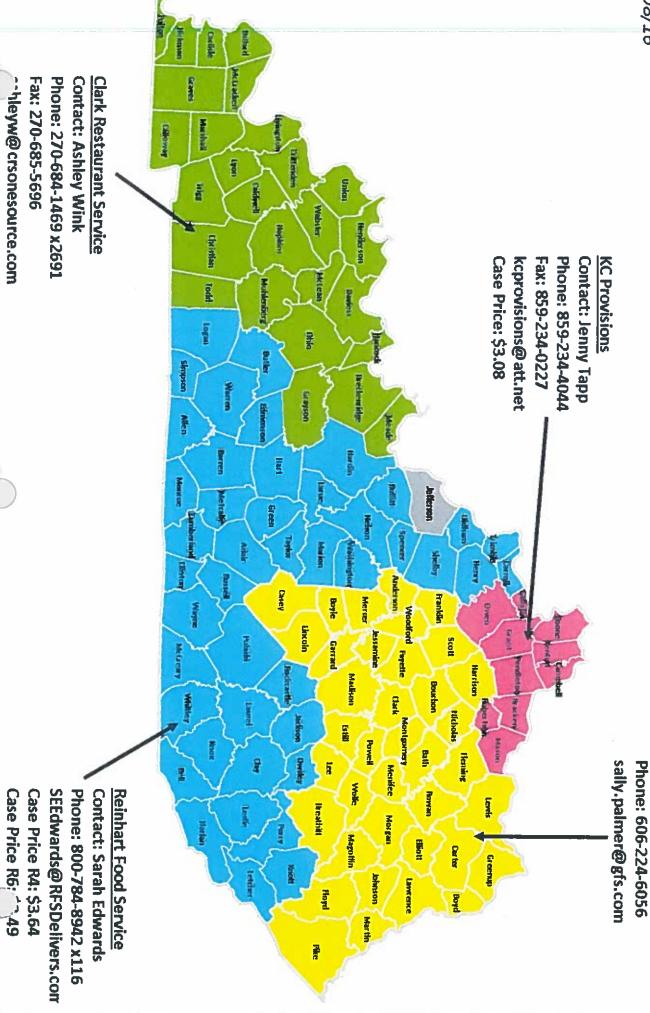
Contact: Maryann Crowdis, CKy

Gordon Food Service

maryann.crowdis@gfs.com

Contact: Sally Palmer, EKy

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Je Price: \$3.04

Case Price R

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 \$1.7 million in 2011-12 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. See next section for FFAVORS Ordering Instructional Procedures.

DOD System Contacts:

Gail Labrosciano - Customer Support, Office: (215) 737-8760

Joseph Miller - Customer Specialist, Mobile: (816) 868-5369 / (270) 407-9457

Roby's Produce Contact:

Chris Duff - (502) 348-1188, 6201 Buchannon Avenue, Bardstown, KY, 40004



FFAVORS WEB Ordering Manual



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First Time User Agreement and Registration

- The first time a User logs into the system they will be prompted with 'Website User Agreement' and 'Registration' screens.
- The new User must agree to the terms in order to continue with the ordering process.
- The User should review and ensure all information on the 'Registration' screen is correct. If the information is correct, select the 'Register' button. If the information needs to be changed, please contact the DLA Account Specialist and select the 'Exit' button.

Agreement Screen

Fresh Fruits And Vegetables Order Receipt System WEBSITE USER AGREEMENT

TO ALL Fresh Fruits And Vegetables Order Receipt System WEBSITE USERS: PLEASE BE AWARE OF THE USER SECURITY RULES OF BEHAVIOR, BY VIRTUE OF YOUR USE OF Fruits And Vegetables Order Receipt System WEBSITE, YOU ARE IN AGREEMENT OF THESE RULES.

ts a user of the Rech Fruts And Vegetables Order Receipt System ste, you agree to the following rules of behavior. The rules deally delineate the responsibilities at clatters for all includuals with access to the Rech Fruts And Vegetables Order Receipt System and/or other sanctions as appropriate.

access to Fresh Fruts And Vegetables Order Receipt System and/or other sanctions as appropriate.

The below rules are not intended to replace existing local or DoD policies regarding network disage on internet/intranet access.

As a user of Presh Fruits And Vegetables Order Receipt Systems

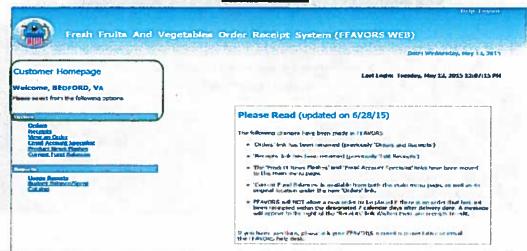
- As a laste of Fresh Fruits And Vegetables Order Receipt System:

 I understand that I'am responsible for the security of my look ID and my password.
 I'understand that I may be held accountable for anything that occurs or Fresh Bruits
 And Vegetables Order Receipt System under my look ID and password.
 I understand that I may be held accountable for anything that occurs or Fresh Bruits
 And Vegetables Order Receipt System under my look ID and password.
 I understand that if a password will not be should or deplayed on my workstation or PC.
 I understand that access to granted on insection includes (PIN) for, a credit card or, bankcard.
 I understand that access to granted on insection should be the last of the la

Your Fresh Fruits And Vegetables Order Receipt System registration is conditional upon your acceptance of these terms, which we suggest you print and for your receive.

Select Yes! Do you accept these terms? Yes No

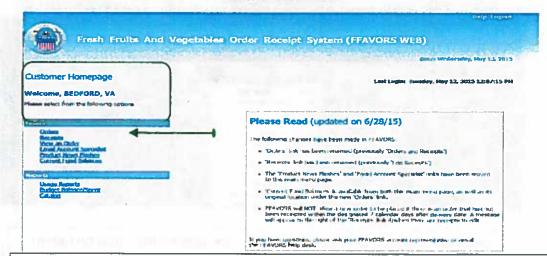
Higher Level Ordering Authority Menu



As the higher level ordering authority, you may order for users assigned to your county grouping. Users are typically linked by customer district/county or shared funding.

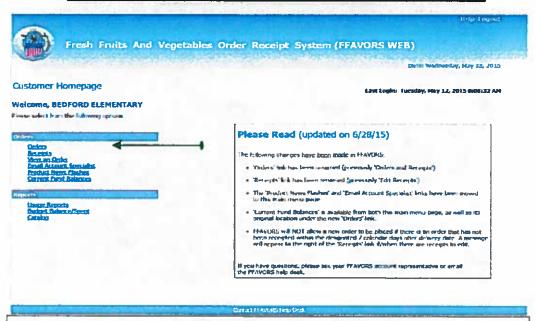
9

Order as the Higher Level Ordering Official



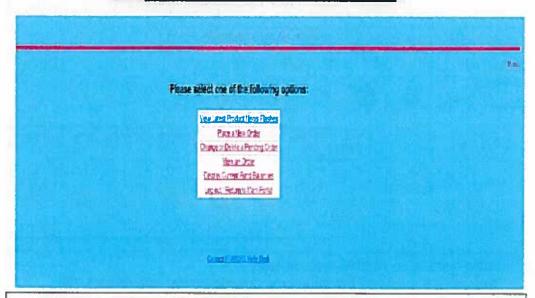
Whether the user ordering is the higher level ordering official or is the individual user, the user will select the 'Orders' link to access the Ordering module of FFAVORS Web.

Order as a customer Menu



Select the 'Orders' link to access the Ordering module of FFAVORS Web.

Customer Menu



Once a user gets to this point in the process, the screens will be the same for all users who will be ordering.

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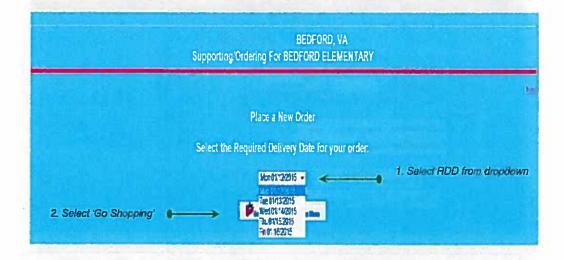
Rules for Ordering (cont.)



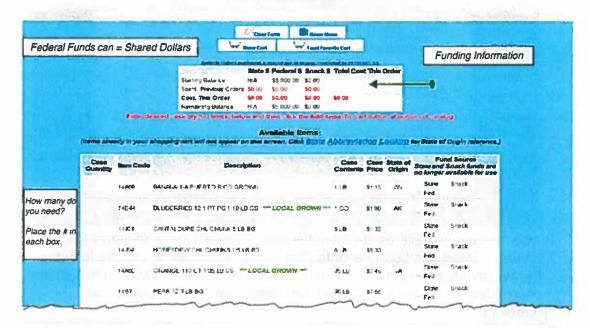
- In this example, the first available RDD is the 2nd
- The 28th, 31st and 1st are blocked out due to the 3 business day prep rule
- Orders can be placed for delivery for the 2nd, 3rd or 4th

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Select a Required Delivery Date (RDD)

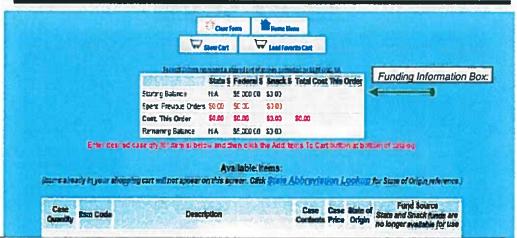


Order Via Catalog



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Funding and the Order Process

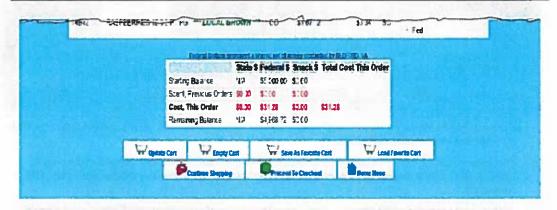


Notes about Funding:

- I. At the beginning of the order process the user will see funds available. At times these figures will represent a shared pot of federal money. More than one user can place orders against these shared funds.
- If the user doesn't agree with the funding information found in the box, please contact the district, state or DLA Representative.

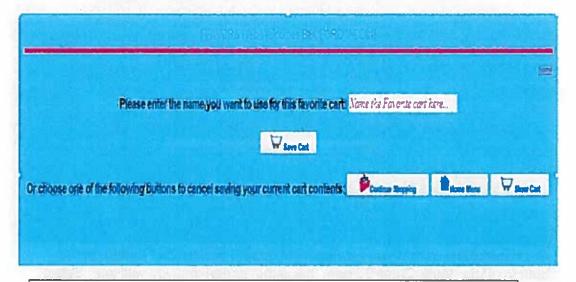
Bottom of Verify Page

The user has several options on this page. They can update the cart as previously mentioned. They can start the ordering process over using the 'Empty Cart' button. They can save the cart as a favorite if the same items are ordered on a regular basis. They can proceed to checkout, or continue shopping to add items.



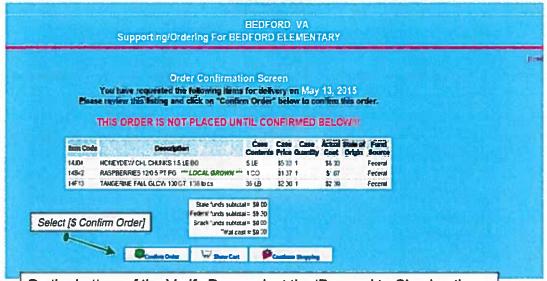
25

Establish a Favorite Cart



If the Load Favorite cart option was selected on the previous page, this screen will appear. Type the Name of the favorite cart, select the 'Save Cart' button. It will take the user back to the Verify Order screen.

Proceed To Checkout!



On the bottom of the Verify Page select the 'Proceed to Checkout' button. Verify all data (items, quantity, fund source, etc.) are correct. Please take note of the funds expended on this order. Select the '\$ Confirm Order' button.

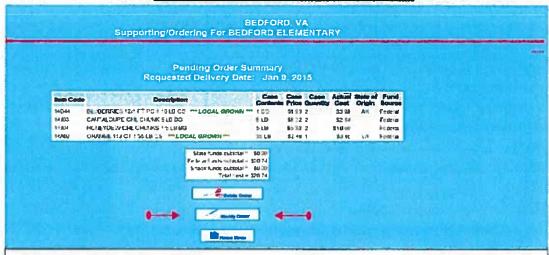
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Confirmation Page



The Order for RDD 05/13/2015 is complete. Make note of the Confirmation Number and print a copy of the order by selecting the little printer button at the top right hand portion of the browser tool bar.

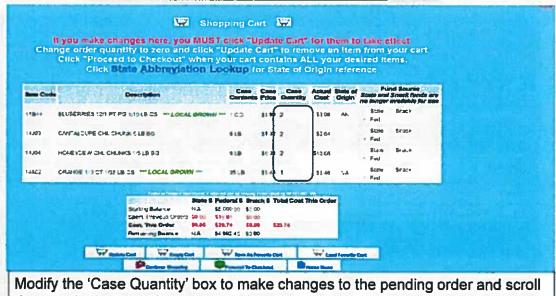
Modify An Order



Select an Order from the previous menu screen. Then select the 'Modify Order' button. Users cannot modify an order within 72 hours of the Requested Delivery Date unless it is an emergency, and then the Account Specialist must be contacted.

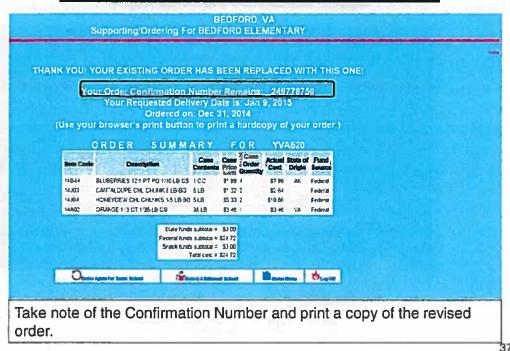
33

Modify (cont.)

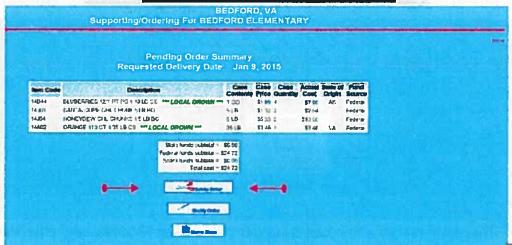


Modify the 'Case Quantity' box to make changes to the pending order and scrol down to the bottom of the page. Select the 'Update Cart' button to confirm the changes are made.

Modified Confirmation #

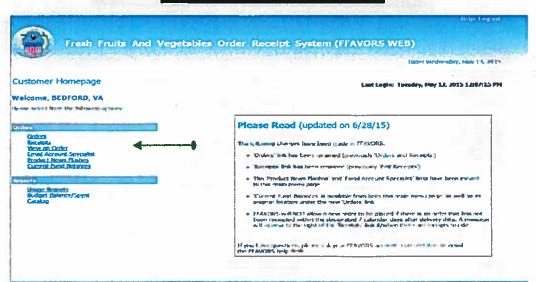


Delete An Order



To delete an order, select 'Change or Delete a Pending Order' link from the main Order/Receipt menu. Select either an Order Confirmation number or a Requested Delivery Date (RDD). Use this screen to confirm this is the order that needs to be deleted. Then select the 'Delete Order' button. An order can not be deleted within 72 hours of the Required Delivery Date without contacting the Account Specialist.

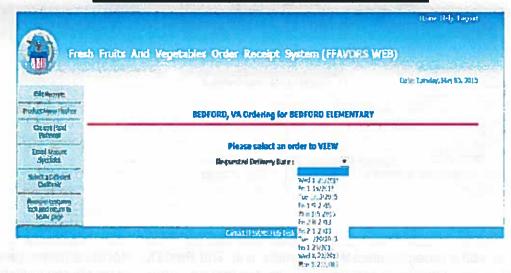
View an Order



To view an order that has been placed, select the 'View an Order' link from either the main menu page or the menu within Orders.

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View an Order (cont.)



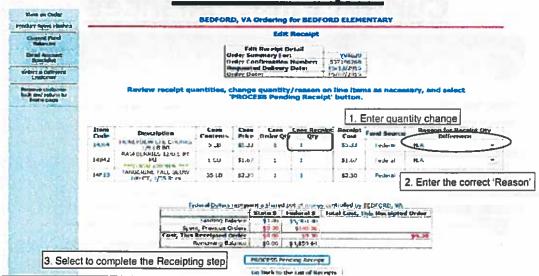
Select the RDD to view placed orders.

The left navigation bar can also be used to navigate to different screens.

Select An Order To Receipt

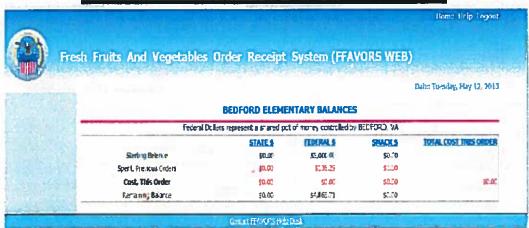


Edit Receipts



- Make any changes in the 'Case Receipt Qty' column.
- 2. Select a reason in the 'Reason for Receipt Qty Difference' column.
- Select the 'PROCESS Pending Receipt' button.

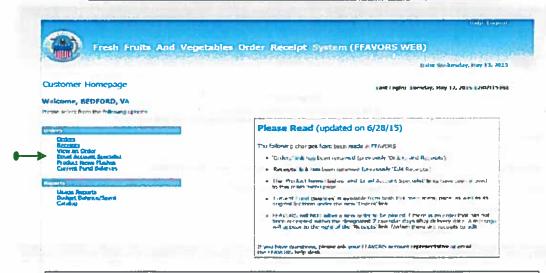
Current Fund Balances



This screen displays the estimated funds that are available. The numbers may represent a shared pot of money depending on how the budget is set up.

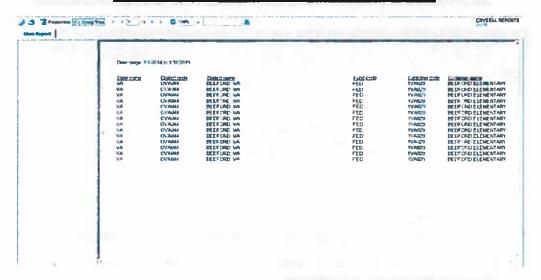
49

E-Mail Account Specialist



If the User is having a problem or there is a need to contact the DLA Account Specialist you can select this on the main menu. You can also select the Contact FFAVORS Help Desk link that is available on most pages.

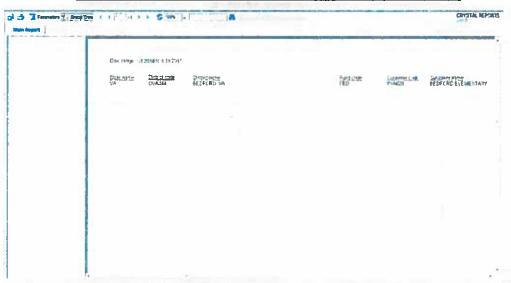
Sample Detail report



A Detail report contains detailed order line item information for each order based on the selected date range entered.

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Sample Summary report



A Summary report contains one summary line with total dollar value for the selected date range entered.

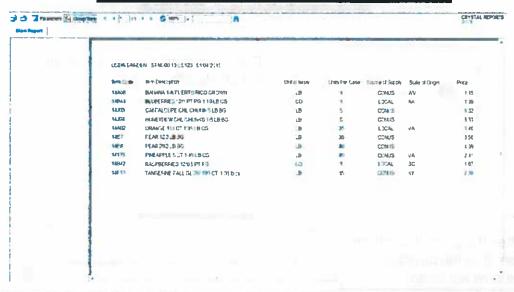
Catalog report



- · Select a valid 'Catalog Effective' date from the drop down box.
- Select the 'View Report' button to run the report. Select 'Report Help' to view instructions on viewing, navigating, printing and exporting the report.

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Sample Catalog report



The Catalog report contains a list of all of the items on the catalog.

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° Coolers 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!

<u>NOTE:</u> 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 "flashing 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.

TGGS, 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!

SCHOOL DISTRICT RAPID RESPONSE DISASTER PREPAREDNESS PLAN

"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? the particular and the second 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.

Determine District School Disaster Feeding Site:

4.

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.

<u>CONTRACT WITH ORGANIZATIONS THAT RECEIVE AND CAN SUPPLY</u> 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.**SC**a

Introduction to the Incident Command System for Schools

AND

IS-700.a National Incident Management System (NIMS) An

<u>Introduction</u>

TOTAL VALUE Grand Total: POUNDS Total Pounds: CNIT LNIT UNITS SALES ORDER NAME OF AGENCY TRANSFERRED TO Kentucky USDA Food Emergency Feeding Report USDA DONAL ED FOOD Estimated # of Persons Served: Estimated # of Meals Served: ocation of Feeding Site: Recipient Agency Name: Date Shelter Operated: Red Cross Volunteer: Submitted By: Phone No: Phone No: Phone No: County Date

KY-FD-50

Rev 9.15

KY-FD-21 (Rev. 1/08) FOR OFFICE USE ONLY Action #:

Kentucky Department of Agriculture Division of Food Distribution 107 Corporate Drive Frankfort, KY 40601 Telephone: 502-573-0282 FAX: 502-573-0304

ELECTRONIC FOOD COMPLAINT FORM

Commodity (Complete	A, B, D)		Date:	
Processed (Complete	A, C, D)			
SECTION A:				
Name of SFA:		11 11 11 11	County:	
Name of FSD:	<u> </u>	Telephone:	FAX:	
Name of Commodity:		1000		
SECTION B:				
Date Rec'd by Distributor:				
D/O #	N/D #:	Contract	#:	
Lot #:	Box #:	Pack Date	e:	
SECTION C - Processed			otal Cases Remaining:	
☐ Diversion ☐	Dackiiaui			
Name of Processor.			NEW SCHOOL	
Name of End-Product:				
	<u> X</u>	D/O #:	Date Rec'd: _	12
Name of End-Product:	Pack Size:	D/O #:Pack Da	Date Rec'd: _	12
Name of End-Product: Code #: SECTION D: Reason for Complaint (use	Pack Size:	D/O #:Pack Da	Date Rec'd: _	12
Name of End-Product: Code #: SECTION D: Reason for Complaint (use	Pack Size:	D/O #:Pack Da	Date Rec'd: _	12
Name of End-Product: Code #: SECTION D: Reason for Complaint (use SECTION E: List sites where food is local	Pack Size: additional pages if nece	D/O #:Pack Da	Date Rec'd: _	
Name of End-Product: Code #: SECTION D: Reason for Complaint (use SECTION E: List sites where food is local	Pack Size: additional pages if nece	D/O #:Pack Da	Date Rec'd: _	
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Name of End-Product: Code #: SECTION D: Reason for Complaint (use SECTION E: List sites where food is local	Pack Size: additional pages if nece	D/O #:Pack Da	Date Rec'd: _	

(Instructions on Next Page)

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

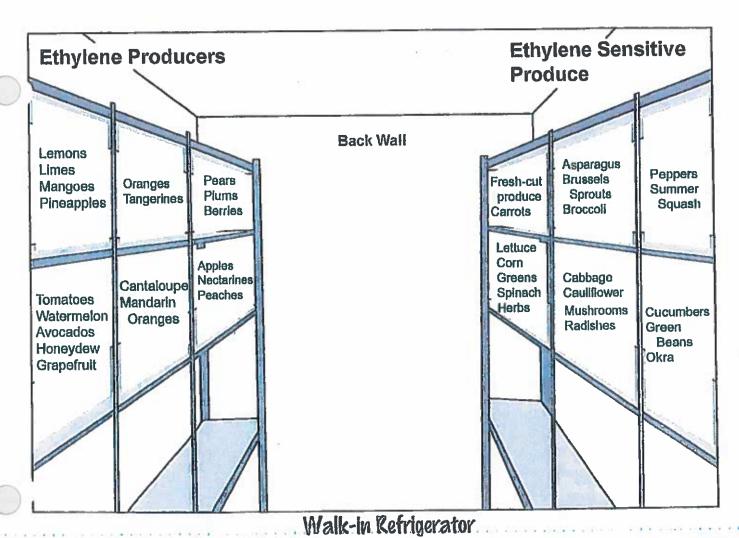


Storing Fresh Produce

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



hether 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. hotulinum, 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.

Keepyour 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.

lise 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,

ARE YOU STORING FOOD

SAFELY?

REMINDERS:

- Refrigerate or freeze perishables right away.
- Keep your appliances at the proper temperatures.
- Check storage directions on labels.
- Use ready-to-eat foods as soon as possible.
- Be alert for spoiled food.
- Marinate food in the refrigerator.
- Clean the refrigerator regularly and wipe spills imediately.
- Keep foods covered.
- Check expiration dates.
- Don't store food under the sink.
- Check canned goods for damage.

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 unappetizing. 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.

Freezer burn does not mean food is unsafe. Freezer 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 thermometers should be monitored. Refrigerator/freezer thermometers 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.

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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.

12 Quick Tips to Increase Participation Today

- 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 <u>click here</u>.
- 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

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?

training?

CENTRAL OFFICE REVIEW

eference #:	Date of this Review :	Fir	ndings:		RC:
of District Sites:	Date of last Review:			Ú.	= -
	T				2 = 6
A:		Person Interview	ed:		
reements, Contracts	and Records				
	ent Agreement between the S/A a cy (RA) on file?	nd the		Yes 🏻	No 🗌
2. Is the Permane Administrator	ent Agreement signed by current or is a Change of Administrator Fore	m (KY-		Yes 🗌	No 🗌
during the curr	en a change in Food Service Directo ent contract period, has a Change i			Yes 🗌	No 🗌
4. Are all updated	been submitted to S/A? attachments being maintained w	ith the		Yes	No 🗌
Permanent Age 5. Are required recurrent year?	ecords being held for three years p	lus the		Yes 🗌	No
	od Management Contract, has it I the by S/A?			Yes 🗌	No 🗌
8. Is the FSD aw	last time the FSD logged into WBSC are of how to track entitlement/			Yes 🔲	No 🔲
9. Does R/A parti	ler USDA Foods on WBSCM? cipate in the DOD Program? nount of the total Entitlement ha	s heen		Yes 🔲	No 🔲
set aside for D		3 86611			
	le to utilize these remaining fund	s prior		Yes 🗌	No 🗌
13. Has NSLP infor Lunchroom Ma	mation been disseminated to all inagers?			Yes 🗌	No 🗌
on a regular ba		g held			
involved comm	ered in last managers meeting that modity program:				
Food Distributi	fall the information available on th on website?	e		Yes 🗌	No [_]
il Rights Compliance	***				
17. Is the "And Just within the facil	itice For All" poster in a prominent	t place		Yes 🗌	No 🗌
	imination statement included on al	I		Yes 🔲	No 🗌
19. Has the agency during the past	received any discrimination compl or present fiscal year?	aint		Yes 🗌	No 🗌
· ·	s the nature of the complaint? edure in place to handle complaints	5?		Yes 🗌	No 🗌
21 Has everyone i	n your agency received Civil Rights			Yes 🗌	No. 🗆

Fai	m to	School		
9	48. 49.	Is R/A participating in FTS? If Yes List Producers Names? What is the Dollar Amount Spent? Does the R/A participate in Restaurant Rewards?	\$ Yes No Yes No No	
	51.	Is the R/A a Kentucky Proud Member?	Yes No No	

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.
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 KY-FD-41 (Rev 5/07)

Return to:

CHANGE IN FOOD SERVICE DIRECTOR DURING THE CONTACT YEAR

Name of Recipient Age	ency:		
Address:		140	
City:	State: KY	Zip Code:	County:
Name of Former Food	Service Director: _		
Name of New Food Se	rvice Director:		
Email:		Fax: _	
Effective Date:	·		
and agree to abide b	y all regulations,	requirements,	ipient Agency, I have reviewed and policies set forth in the arty for Commodities Donated
Signature of the No	ew Food Service Di	rector	Date:
~	THE TOTAL DELITION DE		

Kentucky Department of Agriculture Division of Food Distribution 107 Corporate Drive Frankfort, KY 40601 KY-FD-3 (Rev. 5/07)

NOTICE OF DELIVERY OF DONATED FOODS TO SCHOOLS

i. Recipient Agency:				5. Account Number:				
2. Donated Food:				6. Pack Size: 7. No. Cases:				
3. USDA Delivery Order (D/O) Number: 4. Price Per Case: CHECK ONE: 10. Original Allocation:				8. Arrival Date: 9. Expiration Date:				
					nge Order (1			
12.	13.	4 10 1		14. Deli	very Dates		0.1	16.
5104	7	100	Ш		IIIIIIIIII		1 1111	Total Cases
Sub-Outlets	Total Cases Alloc			l 15. Deliver	y Breakdow	i in		Requested for Delivery
					-			
			- II III	11-	I –	11 lij <u>1</u> 37		- 1,-124
- Dell (III)	L E=3 E		<u> </u>	1 12				
					I IA COMO		(1)	
					1000	MINO HI		
						:		
					/			
							 	
17. Total								

KY-FD-3ODS (REV. 11/07)

NOTICE OF DELIVERY OF DONATED FOODS FOR ONE DROP SITES

1. Recipient Agency:	5. Account Number:
2. Donated Food:	6. Pack Size:
3. D/O Number:	7. No. Cases:
4. Price Per Case:	8. Arrival Date:
Check one 10. Original Allocation:	9. Expiration Date:
12. Delivery Date:	11. Change Order (number) ()
13. Name FSD:	14. Date:
1. Recipient Agency:	5. Account Number:
2. Donated Food:	6. Pack Size:
3. D/O Number:	7. No. Cases:
4. Price Per Case:	8. Arrival Date:
Check one 10. Original Allocation:	9. Expiration Date:
12. Delivery Date:	11. Change Order (number) ()
13. Name FSD:	14. Date:
1. Recipient Agency:	5. Account Number:
2. Donated Food:	6. Pack Size:
3. D/O Number:	7. No. Cases:
4. Price Per Case:	8. Arrival Date:
Check one 10. Original Allocation:	9. Expiration Date:
12. Delivery Date:	11. Change Order (number) (
13. Name FSD:	14. Date:
1. Recipient Agency:	5. Account Number:
2. Donated Food:	6. Pack Size:
3. D/O Number:	7. No. Cases:
4. Price Per Case:	8. Arrival Date:
Check one 10. Original Allocation:	9. Expiration Date:
12. Delivery Date:	11. Change Order (number) ()
13. Name FSD:	14. Date:
1. Recipient Agency:	5. Account Number:
2. Donated Food:	6. Pack Size:
3. D/O Number:	7. No. Cases:
4. Price Per Case:	8. Arrival Date:
Check one 10. Original Allocation:	9. Expiration Date:
12. Delivery Date:	11. Change Order (number) (
13. Name FSD:	14. Date:

KY-FD-32-S0
(Rev. 9/15)

KY-FD- (Rev. 9		¢.			Last Review	Date: Date:
		ADMINISTRATIVE	SCHOOL	REVIEW	"	
Refere	ence #:				Findin	gs:
ecipie	ent Agency	Sub-Recipient			Manager	
						10
Nation	nal School Lunch Program		Resident	ial Child Care	Institution	
			<u>i</u>			
A.	Storage Facilities					
1.	Are adequate facilities available for a. Freezer Storage b. Cooler Storage c. Dry Storage	the following?				Yes
2.	Are there sufficient pallets and she	ves available?				Yes No No
3.	Are foods stacked off the floor and	away from walls?				Yes 🔲 No 🔲
4.	Is ventilation and air circulation add	equate?				Yes No No
В.	Storage Practice					
5.	Health Department Inspection: a. Date of last inspection b. Rating Received c. List any discrepancies pertaining care and use of USDA foods and taken.					
6.	Are storage areas clean?					Yes 🗌 No 🗌
7.	Are chemicals and non-food item foods?	s stored apart from				Yes No 🗍
8.	Are there safeguards against theft?					Yes No No
9.	Are measures taken to prevent ins Infestation? a. Services provided by: b. Date of last treatment: c. Frequency of treatment:	ect and rodent				Yes No No
10	 Do the following contain accurate t a. Freezer b. Cooler c. Dry Storage 	hermometers?				Yes No Yes No Yes No No
) 11	Are internal thermometers in place storage areas?a. Freezerb. Coolerc. Dry	for the following				Yes No Yes No Yes No No

omments:		

KENTUCKY FOOD DISTRIBUTION COMPLIANCE REVIEW FORM

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

SFA/A	GEN	CY NAME:
SCHO	DL/S	ITE NAME:
MANA	GER	NAME:
REVIE	WEI	DBY:
DATE:		LT SIR LEST FEST FROM THE RELATIONS OF THE
I. ST	OR	AGE 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.
)	В.	Are there sufficient <u>pallets</u> and <u>shelving</u> on hand to safely store foods off the floor? If no, please identify the type, size and number needed to meet requirement.
II. STO	OR4	AGE PRACTICES
	Α.	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 <u>insects</u> , <u>rodents</u> and other, <u>pest infestations?</u> 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
)		a. If using a self-applied treatment is the person applying the chemical certified? YES NO

KY-FD-54A-3 (Rev. 9-10)

Food Sei	rvice Director's Signature	Date Date
Superint	endent/ Manager's Signature	Date
	A. Is "Justice for All Poster" displayed in	n a prominent location? YES NO
VI. CIVIL	RIGHTS COMPLIANCE	
	A. Are records maintained 3 years plus	the current year? YES NO
V. REC	CORD KEEPING	
		erstand the proper procedures for dition commodities and never to accept cated on the D-3!
	<u>NOTE</u> :	
	YES NO	ed was the commodity product accepted? Itity and what procedures were taken to plain?
	D. Are shortages and/ or overages of of Service Director contacted? YES	deliveries noted on the invoice, was the Food
	C. Are all commodity invoices signed a a timely manner? YES NO	and submitted to the Food Service Director in
	B. Are copies of the D'3 form or substi	tute on file? YES NO
	Identify what method is used to not	ify; Mail Fax E-mail Other
	A. Is the manager of the school received delivery? YES NO	ing a copy of the D'3 (or a substitute) prior to
IV. REC	CEIPT OF DONATED FOODS	
9		
		within the USDA recommended guidelines r procedures will you take to correct the

KY-FD-32-AS (Rev. 12/07)

FOOD DISTRIBUTION ALLOCATED SPREADSHEET

_	
Participation %	#INV/0!
day	
VQV	
SFA	

Total Allocated Commodity Per Food Item:

Food #1		Food #2	
Sales Order #		Sales Order #	
Arrival Date		Arrival Date	
Amt. Alloc.		Amt. Alloc.	
Amt. Rec.		Amt. Rec.	

Lived #2		Food de	
FOUR TES		TOUGHT TO THE	
Sales Order #		Sales Order #	.2.
Arrival Date		Arrival Date	
Amt. Alloc.		Amt. Alloc.	
Amt. Rec.		Amt. Rec.	

KENTUCKY DEPARTMENT OF AGRICULTURE

DIVISION OF FOOD DISTRIBUTION

CARRYOVER POLICY WAIVER REQUEST FORM

	DISTRICT INFORMATION
FSD Name: RA Number: District Name: Date:	Phone #:
	Instructions
 Provide a brief description Provide a brief summary of Repeat for any other applie If more than 4 waivers are 	odity and Quantity the waiver is being requested for. of the circumstances that caused the carryover. If how you intend to resolve the carryover pounds. Cable processors and commodities. Is being requested, additional forms must be submitted. In or before October 1 each year.
	1 st Material
Processor:	
Commodity and Quantity:	
Reason for Carryover:	80
Inventory Management Plan:	

COMPLETE FORM AND EMAIL TO:

GARRICK.HOWELL@KY.GOV

QUESTIONS? CALL GARRICK HOWELL

502-782-9222

Temperature Recording Chart

Name of R	Type of Storage:							
					Month & Year:			
Recommer	nded Temperatu	roc			Freezers: -10°F to 0°F			
Recommen	Coolers: 34°F to 41°F							
					Dry Storage: 50°F to 70°F			
Temperature	Checked By/Time	Day	Corrective Action	Temperature	Checked By/Time		Corrective Action	
							.40	

KY-FD-12-S (Rev 10/09)

COMMONWEALTH OF KENTUCKY KENTUCKY DEPARTMENT OF AGRICUTLURE 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 <u>may</u> be utilized in the preparation and sale of foods for any function. Products <u>may</u> 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.

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;
- 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.
- 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:

- 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.
- 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
- 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.
- Temperature Recording Chart (KY-FD-8) form for dry, frozen and cool storage areas.

- A current Health Inspection Report by the local Health Department of all storage facilities and food preparation areas.
- 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.
- 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.
- 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 1984, 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.

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 TCFR 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:

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.

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;
- 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.990, 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 PAI	RTY: (School Distric	t)	DEPARTMENT OF AGRICULTURE Division of Food Distribution 107 Corporate Drive Frankfort, KY 40601				
Name	e of Second Party						
	Address		Director Division of Food Distribution				
City	State	Zip Code					
	Email Address		Date				
Sup	perintendent (Type o	r Print)					
Signature	of Superintendent/A	Administrator					

Page of Pages

KY-FD-12B (Rev. 1/10)

KENTUCKY DEPARTMENT OF AGRICULTURE Division of Food Distribution 107 Corporate Drive Frankfort, KY 40601

SUPPLEMENT TO AGREEMENT PLEASE PRINT OR TYPE ALL REQUIRED INFORAMTION

1. Name of SFA:	2. Name of FSD:	3. Telephone # for FSD:	FSD:
A. Name of Supt:	B. County:		C. Agency Type: (Check One)
D. Telephone #: ()	E. Mailing Address:		☐ Public
F. Fax#: ()	City:		☐ Private
G. E-mail Address:	State: KY	Zip Code:	□ RCCI

COMPLETE THE FOLLOWING INFORMATION FOR EACH SITE:

K. Cafeteria Manager			843		
J. Cafeteria/School Telephone Number	3			9	
I. Address Street, City & Zip Code					
H. Food Preparation Sites					

If more space is required, please attach additional pages **THIS FORM MUST BE RETURNED WITH THE AGREEMENT**

INSTRUCTIONS FOR COMPLETING THE SUPPLEMENT TO THE AGREEMENT (KY-FD-128)

PLEASE PRINT OR TYPE ALL REQUIRED INFORMATION

- . Name of SFA: Enter name of School System.
- Food Service Director: Enter Name of Food Service Director.
- Telephone # for FSD: Enter the Telephone Number for the Food Service Director.
- A. Name of Superintendent: Enter name of Superintendent.
- County: Enter name of County.
- C. Agency Type: Check the one that best describes you agency.
- Telephone No.: Enter Area Code and Telephone Number.

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- Mailing Address: Enter mailing address, City, State and Zip Code.
- FAX No.: Enter Area Code and FAX Number (if applicable).
- E-Mail Address: Enter e-mail address for the Food Service Director.

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- Food Preparation Site: Enter the name Food preparation site.
- Address: Enter address of food preparation site.
- Cafeteria/School Telephone Number: Enter telephone number of the food preparation site.
- K. Cafeteria Manager: Enter name of cafeteria manager of the food preparation site.

If more space is required, attach additional pages.

KY-FD-22 (Rev. 01-10)

5.

Distribution Office.

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:	
Addres	SS:	City:	Zip:	
1. Prir	mary Contact Person:		2. Title:	
3. Tel	ephone No.:Office		— Hom	
	ail Address:			
5. Alte	ernate Contact Person:		Title:	·
Tel	ephone No.: Office	.	Hom	<u> </u>
Email	Address:			
	INSTRUCTIONS FOR DESIGNATED PERS	ONNEL FOR	FOOD ALERT/EMER	GENCY FEEDING
Recipi	ent Agency address: Self-explanatory			
1.	Primary Contact Person: Enter the name of a Food Alert or declared Emergency occurs.		gency representative to	be contacted first in case
2.	Title: Enter job title of designated person.			
3.	Telephone Numbers: Enter the telephone r working hours and after normal business hou		e the designated perso	on can be reached, during
4.	Email Address: Enter current email address	of designated	d person.	

Alternate: Enter the name of an alternate representative to be contacted if primary representative is

Print Form

Submit by Email

Personal information provided will be used for the described purpose only and will not be released by the Food

unavailable, and provide information requested.

KENTUCKY DEPARTMENT OF AGRICULTURE Division of Food Distribution

Fresh Fruit and Vegetable Program thorough the Department of Defense (DOD)
Survey for 2010-2011

Name of SFA:		County:
Telephone Number:	Emai	Address:
We wish to participate in the DOD below and return to the Division of Food		m. (Complete the information requested bution.)
I wish to set aside \$ dollars the DOD Program. (Cannot be greater than 16 %	of my %)	2010-2011 Entitlement dollars to be used in
Using the entitlement amount indicated on ECOS side by multiplying your entitlement dollars by below. A minimum of \$1000 must be set aside FY10.	the pe	centage requested and enter it in the block
Example: $$89,000 \text{ x} .16\% = $14,240$		
		\$
Please return this survey form by February 15,	2010.	
Name of Food Service Director		Date

Please email this form to Kevin Peach

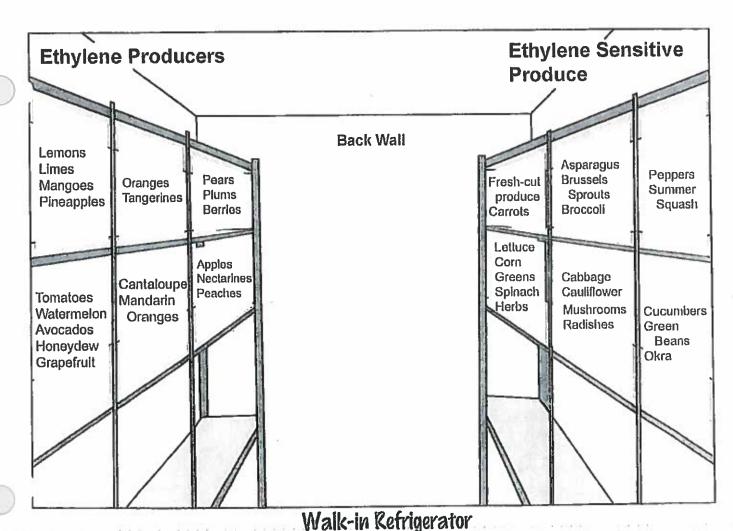
No Later Than February 15, 2010

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



hether 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. hottlinum, which causes bottlism. 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 unappetizing. 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.

ARE YOU STORING FOOD

SAFELY?

REMINDERS:

- Refrigerate or freeze perishables right away.
- Keep your appliances at the proper temperatures.
- Check storage directions on labels.
- Use ready-to-eat foods as soon as possible.
- Be alert for spoiled food.
- Marinate food in the refrigerator.
- Clean the refrigerator regularly and wipe spills imediately.
- · Keep foods covered.
- Check expiration dates.
- Don't store food under the sink.
- Check canned goods for damage.

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.

Freezer burn does not mean food is unsafe. Freezer 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 thermometers should be monitored. Refrigerator/freezer thermometers 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.

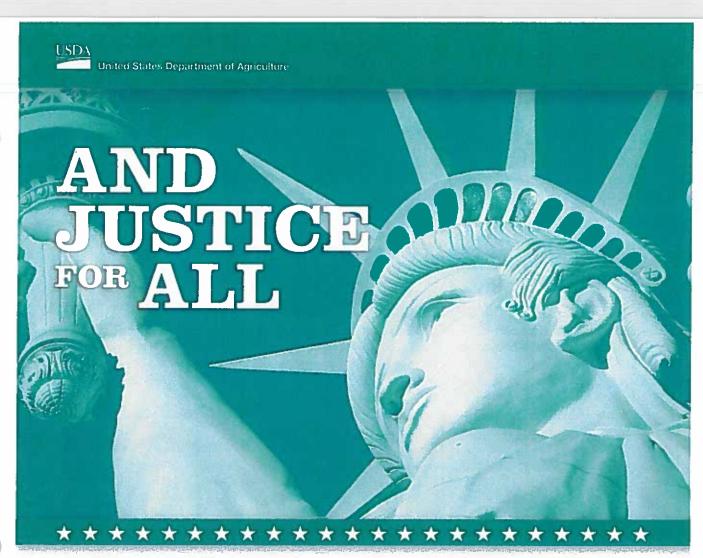
Tips for Non-Refrigerated Items
Check canned goods for damage.
Can damage is shown by swelling, leakage, punctures, holes, fractures, extensive deep rusting, or crushing or denting severe enough to prevent normal stacking or opening with a manual, wheel-type can opener. Stickiness on the outside of cans 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.

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Office of the Assistant Secretary for Civil Rights
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Washington, D.C. 20250-9410

fax

(202) 690-7442; or

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