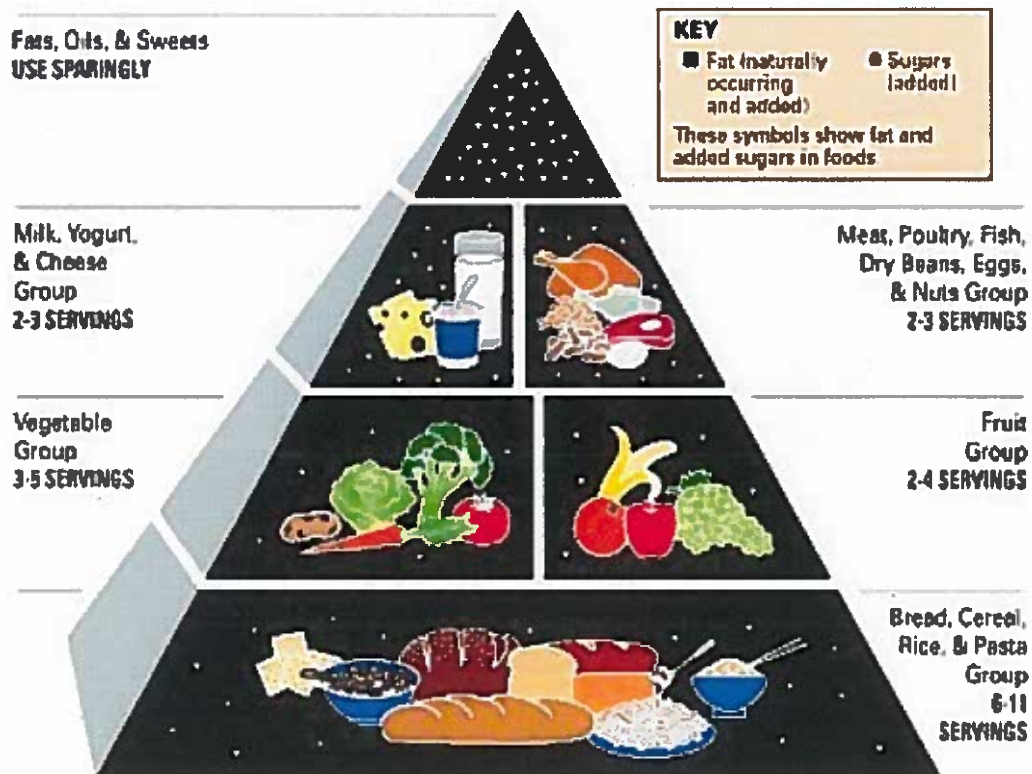


KENTUCKY DEPARTMENT OF DIVISION OF FOOD DISTRIBUTION AGRICULTURE



USDA FOODS RESOURCE MANUAL



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Glossary of USDA Acronyms

ACDA - American Commodity Distribution Association, The American Commodity Distribution Association (ACDA) is a non-profit professional association devoted to the improvement of the U.S. Department of Agriculture's (USDA) commodity distribution system.

AMS - Agricultural Marketing Service, the mission of the Agricultural Marketing Service (AMS) is to facilitate the strategic marketing of agricultural products in domestic and international markets, while ensuring fair trading practices and promoting a competitive and efficient marketplace to the benefit of producers, traders, and consumers of U.S. food and fiber products. AMS carries out a wide range of programs under the authorization of the Agricultural Marketing Act of 1946 as well

ANC - Annual National Conference, provides a unique learning experience for school nutrition professionals. To guarantee conference program content that is relevant and targets the attendees' needs, the committee and subject matter experts review and rate all proposals.

ARF - Administrative Review Report of Finding, this is a written report that corresponds with the sections and questions detailed in both the Central Office as well as the School review. This report is the written observations taken from the review and explained in detail by the Field Inspector/Coordinator for each category. This report is then submitted to the Food Service Director, along with any findings/observations as an overview of the review report for Director's records.

ASR - Administrative School Review, this report is used to gather the federal and state required school food service responsibilities. These questions are derived from the Code of Federal Regulations and Food Distribution's program policies to ensure the district's Food Service Director is in compliance with these directives.

BF - Bonus Foods, means Section 32, Section 416, and Section 709 donated foods, as defined in this section, which are purchased under surplus removal or price support authority, and provided to distributing agencies in addition to legislatively authorized levels of assistance.

BH - Backhauling, means the delivery of donated foods to a processor for processing from a distributing or recipient agency's storage facility.

CAC - Commodity Advisory Council - The Commodity Advisory Council are self-appointed regional FSD's, whose goal is to assist the Food Distribution Division and the other state's FSD's in compiling the selected USDA Foods by region/ distributor into full truck loads, to help ensure deliveries of the school district FSD requested case amounts.

CNP - Child Nutrition Program, The Schools/Child Nutrition USDA Foods Program helps American agricultural producers by purchasing nutritious food for the National School Lunch Program, Child and Adult Care Food Program, and the Summer Food Service Program. These purchases help to stabilize prices in agricultural commodity markets by balancing supply and demand.

CO-OP - Community of Operations Plan, are consumer cooperatives, where the decisions regarding the purchasing and distribution of its food are chosen by its members.

COL - Central Office Letter, is a written culmination of the review procedures conducted, the results and findings noted by the Field Inspector/Coordinator to the Food Service Director.

Glossary of USDA Acronyms

COR - Central Office Review, this report is used to gather the same federal and state required administrative responsibilities for the Central Office. These questions are derived from the Code of Federal Regulations and Food Distribution's program policies to ensure the district's Food Service Director is in compliance with these directives.

CSFP - Commodity Supplemental Food Program, The Commodity Supplemental Food Program works to improve the health of low-income pregnant women, new mothers, infants, children, and the elderly by supplementing their diets with nutritious USDA Foods.

DOD/FFAVORS - Department of Defense/ Fresh Fruits and Vegetables Ordering and Receipting System, USDA's Food and Nutrition Service partners with the Defense Supply Center Philadelphia (DSCP) Produce Business Unit to buy and distribute fresh fruits and vegetables to schools using the USDA's federal commodity entitlement dollars.

DSNAP - Disaster Supplemental Nutrition Assistance Program, gives food assistance to low-income households with food loss or damage caused by a natural disaster. The U.S. Department of Agriculture's Food and Nutrition Service (USDA FNS) must approve states to operate D-SNAP in a disaster area.

ECFR - Electronic Code of Federal Regulations, annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

FDD - Food Distribution Division, USDA's Food Distribution Programs strengthen the nutrition safety net through the distribution of USDA Foods and other nutrition assistance to children, low-income families, emergency feeding programs, Indian reservations, and the elderly.

FDDAP - Food Distribution Disaster Assistance Program, The Food Distribution Disaster Assistance Program supplies USDA Foods to disaster relief organizations such as the Red Cross and the Salvation Army for mass feeding or household distribution.

FDP - Food Distribution Program, USDA's Food Distribution Programs strengthen the nutrition safety net through the distribution of USDA Foods and other nutrition assistance to children, low-income families, emergency feeding programs, Indian reservations, and the elderly.

FFVP - Fresh Fruits and Vegetables Program, is a federally assisted program created by the United States Department of Agriculture (USDA) to help subsidize the purchase of fresh fruits and vegetables during non-meal times during school.

FFY - Federal Fiscal Year, It defines the U.S. government's budget. It runs from October 1 of the budget's prior year through September 30 of the year being described.

FMNP - Farmers Market Nutrition Program, is a federal assistance program in the United States associated with the Special Supplemental Nutrition Program for Women, Infants and Children (known as WIC) that provides fresh, unprepared, locally grown fruits and vegetables and nutrition education to WIC participants.

FNCS - Food Nutrition and Consumer Services, administers the food assistance programs having a combined budget of \$170.5 billion and includes the Food Stamp Program, the Special Supplemental Nutrition Program for Women, Infants and Children, the National School Lunch and School Breakfast Programs, and the Commodity Distribution Programs.

Glossary of USDA Acronyms

FNS - Food and Nutrition Service, is an agency of the United States Department of Agriculture (USDA). The FNS is the federal agency responsible for administering the nation's domestic nutrition assistance programs. The service helps to address the issue of hunger in the United States.

FPP – Food Purchase Program, USDA purchases a variety of food products in support of the National School Lunch program and other Federal Feeding programs. These purchases help to stabilize prices in agricultural commodity markets by balancing supply and demand.

FSD - Food Service Director, is responsible for the district's food service related business and personnel management. He/she, is responsible for supervising, coordinating and directing the work duties of all food service personnel, including providing evaluative input to the District's Administrator, and the preparation and distribution of meals within the district. He/she shall make sure the district's program complies with local, state and federal agency requirements complete all required reports and operate the program in a businesslike manner. He/she shall be responsible for the preparation of monthly menus.

FSIS - Food Safety and Inspection Service, is the public health agency in the U.S. Department of Agriculture responsible for ensuring that the nation's commercial supply of meat, poultry, and egg products is safe, wholesome, and correctly labeled and packaged.

FTS - Farm-to-School, is a program in the United States through which schools buy and feature locally produced, farm-fresh foods such as fruits and vegetables, eggs, honey, meat, and beans on their menus. Farmers are also able to participate in programs designed to educate kids about local food and agriculture.

FSMC - Food Service Management Company, is an entity that performs one or more activities of the food service operation on behalf of a school nutrition program sponsor. When deciding whether contracting with a FSMC will provide the best possible food service operation, the SFA should consider all financial, administrative and operational issues.

GAP - Good Agricultural Practices, are specific methods which, when applied to agriculture, create food for consumers or further processing that is safe and wholesome.

HACCP - Hazard Analysis and Critical Control Point, is a systematic preventive approach to food safety from biological, chemical, and physical hazards in production processes that can cause the finished product to be unsafe and designs measures to reduce these risks to a safe level.

IPM - Integrated Pest Management, is an ecosystem-based strategy that focuses on long-term prevention of pests or their damage through a combination of techniques such as biological control, habitat manipulation, modification of cultural practices, and use of resistant varieties.

KSNA - KY School Nutrition Association, represents over 2,000 school nutrition professionals statewide. KSNA members include school cafeteria staff, managers, and district level staff which include supervisors, office personnel, chefs and directors. Also included in our membership are state agency staff and directors from the Kentucky Department of Agriculture and the Kentucky Department of Education – School and Community Nutrition Division. KSNA also has great support from Industry Partners who work to help provide services and education to its members.

Glossary of USDA Acronyms

KDA-Kentucky Department of Agriculture, It is the mission of the Office of Administrative Services to provide quality services to the employees of the Kentucky Department of Agriculture (KDA). The Office is responsible for administrative services, human resources and information technology. It also deals with budget preparation and administration, handles legislative tracking duties, and is responsible for interacting with government agencies.

KDE-SCN - Kentucky Department of Education-School and Community Nutrition, School Meals Programs Each of these federally funded programs helps fight hunger and obesity by reimbursing public schools, private non-profit schools, after-school programs and residential child care institutions for providing healthy meals and snacks to children.

NSLP - National School Lunch Program, USDA purchases a variety of food products in support of the National School Lunch program and other Federal Feeding programs. These purchases help to stabilize prices in agricultural commodity markets by balancing supply and demand.

PAL - Planned Assistance Level, Let's say a district served 500,000 lunches in SY 2018-19. This number, is then multiplied by the 36.25 cents per meal entitlement rate or PAL ($500,000 \times 36.25$) which shows that the PAL would be \$181,250 for that school year. The School Food Authority's PAL allocation is not cash, the district receives this amount in the form of an entitlement within the WBSCM USDA Food ordering system.

RA - Recipient Agency, are agencies or organizations that receive USDA Donated Foods for distribution to eligible persons or for use in meals provided to eligible persons, in accordance with agreements with a distributing or sub-distributing agency, or with another recipient agency.

RCCI - Residential Child Care Institution, These are homes for the mentally, emotionally or physically impaired, and unmarried mothers and their infants; group homes; halfway houses; orphanages; temporary shelters for abused children and for runaway children; long-term care facilities.

SERO - Southeast Regional Office, are regional offices that work with their state and community partners to increase food security and reduce hunger by providing children and low-income people access to food, a healthful diet, and nutrition education.

Southeast Regional Office: Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee

SFY - State Fiscal Year, A 12-month period used for budget and accounting purposes. The state fiscal year runs from July 1 through June 30 of the following year, and is named for the calendar year in which it ends (e.g., July 1, 2019 through June 30, 2020 is state Fiscal Year 2020).

SDA - State Distributing Agency, The mission of the SDA, is to increase food security and reduce hunger by providing children and low-income people access to food, a healthful diet and nutrition education in a way that supports American agriculture and inspires public confidence.

SIM - Single Inventory Management, means the commingling in storage of USDA Donated Foods together with commercially Purchased Foods, and the maintenance of a single inventory record of such commingled foods.

SNA - School Nutrition Association, is a national, nonprofit professional organization representing more than 58,000 members who provide high-quality, low-cost meals to students across the country.

Glossary of USDA Acronyms

SFA - School Food Authority, is the administering unit for the operation of a school feeding program. It receives federal meal reimbursements for meal programs and is responsible for ensuring that meal counts and eligibility criteria are met.

SFSP - Summer Food Service Program, is a federally-funded, state-administered program. SFSP reimburses program operators who serve free healthy meals and snacks to children and teens in low-income areas.

SPP – State Processing Program, The State Processing Program allows state distributing agencies and eligible recipient agencies such as school districts to contract with commercial food processors to convert bulk USDA Foods into more convenient ready-to-use end products.

SY - School Year, since school districts begin operation normally in August of one year and ending in May of the following year, the school year is always reported such as SY 2019-20.

TA - Technical Assistance, is a form to be completed by the Field Inspector/Coordinator, each time the Inspector provides any kind of assistance provided to the Food Service Director.

TEFAP - The Emergency Food Assistance Program, The Emergency Food Assistance Program supplements the diets of low-income needy persons, including elderly people, by providing emergency food and nutrition assistance.

USDA - United States Department of Agriculture, provides leadership on food, agriculture, natural resources, rural development, nutrition, and related issues based on sound public policy, the best available science, and efficient management.

USDA Foods Entitlement/ Allocation, the USDA Foods program provides a variety of nutritious USDA Foods for the National School Lunch Program (NSLP) and other recipient agencies. Each school year (SY) SDAs receive an allocation of entitlement dollars to request USDA Foods selected and purchased by USDA. The entitlement dollars made available to each RA is calculated by multiplying the number of lunches claimed in the previous school year (SY) times an established per meal rate.

WBSCM - Web Based Supply Chain Management, is a fully integrated, web-based ordering and procurement system. All federal food and commodity orders, solicitations, offers, awards, deliveries, invoices, and payments occur in WBSCM, and all business partners in the commodity program are required to use this system.

FIELD STAFF JOB DUTIES AND RESPONSIBILITIES FOR 2019-20 SY

Regulations, Policies, Agreements, Manuals and Training:

It is very important to first read and familiarize yourself with Title 7 Agriculture CFR 250.1 thru 250.71! Food Nutrition Service (FNS) is constantly revising and adding new policies, memorandums and providing webinars. Plan in your schedules to participate in the FNS webinars that are beneficial to the NSLP-Food Distribution Program! Submit any webinar certificates to Branch Manager to place in your required annual training hours-folder. Also take the time to read over the Food Service Director (FSD)-Instructional Manual, Food Distribution-Disaster Response and School District Disaster Response Manuals, Distributor's Contract and School District Agreement, New FSD Training and Disaster Power-Points, as well as familiarize yourself with the Food Distribution-Website - www.kyagr.com.

Field Staff Submitting Monthly Documentation Reports:

Field Staff are responsible for completing and submitting the following monthly documentation Reports to the Branch Manager:

1. Field Staff Work Schedule - Weekly
2. Field Staff Work Summary Report - Bi-Monthly
3. Employee Timesheets (Timely) - Bi-Monthly
4. State Vehicle Mileage Report - Monthly

Planning Reviews:

DO NOT begin conducting reviews until the last week of September, this allows time for the Food Service Director's (FSD), to settle into the new school year, before we start review procedures.

When setting up reviews that are furthest from your work station, it's best to schedule and setup district reviews in counties closest together for a particular area within you're region. Try to work with your FSD's and schedule a minimum of three days to a full week of district reviews! Make arrangements to stay at a State Park, if possible or a Hotel/Motel, once you have decided where to stay, contact the division's finance officer to setup your stay.

Inspectors should develop a plan of action prior to the beginning of the school year (SY), for their Region/s; for Example: Conduct reviews in districts furthest from your work-station during the spring and fall of the SY and Districts closest to your work-station during the winter.

If you feel towards the end of the SY, you will need help completing your region do not hesitate to reach out to your co-workers for assistance!

Review Criteria:

Conduct no more than (1) Board Office and (1-2) Schools per work day! Review Reports should be completed and submitted to Branch Manager and returned to the FSD's within (15) working days from the date of the review! Set aside a day or two during the week to work from your Field Office to complete, submit and record your review information on the Recipient Agency (RA) Master Spreadsheet. Also use this time to answer emails, phone calls and maintain your required Work Schedules, Summary and Vehicle Reports! Keeping track of your district reviews, one way is to setup your region's districts in county folders on your PC.

Review Criteria cont....

You can make one folder on your PC, listing all your district's named "**Pending District Reviews**" and make another folder for your "**Completed District Reviews**". Once you have completed and submitted your review to the Branch Manager and received it back, in-put the review date, findings and action taken information on the RA-Master Spreadsheet, located on the "J" drive and then move it to your "**Completed District Review**" folder!

Board/Central Office Reviews:

When setting up your Board Office reviews, email the FSD, the required "**Board Office Review Documentation**", so they can have the documentation available for you to look over. Board Office reviews should take a minimum of at least one hour and must include looking at all required documentation noted within the review, including the District Agreement, Manger Meeting Notes, USDA Food invoices and Compliance Reviews, etc..! All District records/reports must be viewed for availability/accountability and accuracy during the review.

Some reviewers prefer to use paper form to complete their reviews. While this is permissible, consider if possible an unoccupied room or conference room located within the Board Office to write up your review on your PC, this looks more professional and does not require duplicating the process! Also to set a good precedent, include within your review public relations time with the Director. This will help you in getting to know your FSD better as well as their needs, concerns, problems or any questions they may have regarding the Food Distribution Program. They might need guidance with WBSCM, DOD/FFAVORS, Processing, USDA Food deliveries, Storage issues, preparation for disasters, USDA Food complaints or navigating the Foods Division's website. If they are interested in the Farm-to-School, Jr. Chef or Chefs in Schools programs, document the request on the Central Office (COR) Review and refer them to the program's Branch Manager.

Look over the District's FSD Manager Meeting Agenda/Notes and ask the FSD, about any discussions in regards to USDA Foods, Deliveries, Invoicing and Storage, etc. Also if the District is Processing USDA Foods, ask for a current list of their Processors and select one item from each company and document this in the Processing section of the "**Admin Report of Finding**" (ARF) document, e.g. Perdue-Chicken Tenders. Check each of the district's school compliance reviews; make certain to check storage temperatures for inconsistencies, if a unit is or has been out of range, discuss some problem possibilities! Such as: Defrost cycles being set closer or during service times; Food Boxes pushed against the walls, stacked to the ceiling or overcrowding hindering air-circulation, or ice accumulation. Suggest FSD request maintenance staff check the defrost cycles to ensure the unit is "**NOT**" going into defrost when the managers are arriving to begin meal preparation.

If the District is using a storage temperature monitoring system, such as "Smart Temps", ask the FSD to pull the report for those schools that have storage unit's out-of-range. If you notice the temperatures are within range during off hours, it could clearly be a defrost cycle issue. Also if a temperature is noted out-of-range on the compliance review, has it been corrected, if not it is a Finding and should be noted in your "**Admin Report of Finding**"!

Also during your review, ask the FSD if they have discussed with their Managers during their meetings to make sure they have the Cafeteria Manager or a Food Service Staff member at each school site checking/inspecting their USDA Foods and DOD Produce deliveries!

Board/Central Office Reviews cont....

Before signing the invoice, they need to check USDA Foods for accuracy, damage, quantity, quality and overages/shortages and especially their Produce before they sign the delivery invoice!

Explain to them they should always check the quality of their Produce. Most Produce companies put the poor quality Produce under a top layer of good quality produce! So have them discuss with their Managers to inspect all incoming Produce for poor quality! Let's say the strawberries are blemished, bruised or mushy, the grapes have mold, discolored or dried up, the cucumbers are mushy, or off color, if any of these problems are found, they should reject them and have the driver adjust the cost on the invoice! Tell the FSD/Manager, that they will only have to do this a few times before the Produce Company, gets the message that this district will not accept poor quality Produce and they will give it to someone who will!

Show and explain to the FSD, the Produce Diagram on how separating their Ethylene gas producing Fresh Fruits and Vegetables (FF&V) opposite their Ethylene gas sensitive produce, to ensure maintain fresh produce as well as a longer shelf-life! The proper Produce storage procedure chart for storing and arrangement of Ethylene gas producing vs. Ethylene gas sensitive Produce chart can be found in the FSD's USDA Foods Instructional Manual! Each District FSD, should have a copy of the FSD Instructional Manual and KY. School District Disaster/Emergency Rapid Response Manual! Each Field Inspector should carry in their State Vehicle copies of each, "AND Justice for All Poster" should the FSD need any of these!

Suggest District FSD's purchase as they can afford Cambro-Clear Storage Containers, the same size/shape as the produce they are purchasing, this way they can periodically check their produce at delivery by turning over and inspecting the FF&V to ensure good quality; remember "One Bad Apple Can Spoil the Bunch"! These clear storage containers will also provide for quick FF&V identification within the produce cooler, saving time, observing produce quality/ damage and further protection against ethylene gases contamination with the other Produce!

Also go over with your FSD's the District's Disaster Emergency Plans thoroughly, using the School District Rapid Response Preparedness Plan!

Discuss with the FSD the KY-FD-50 Emergency Reimbursement Form, and KY-FD-52 USDA Food Emergency Inventory Report, located in the FSD Instructional Manual, as well as how to complete the forms. Even though this might seem like a lot to cover it really does not take that much time and the benefits to the FSD can help them maximize their USDA Foods shelf life, refrigeration units and separating their USDA Foods from purchase foods in preparedness for disaster/emergencies! Remember the Dept. of Education spends several days with these District FSD's, so we have our role too and they can afford a few hours for our program as well and the more information you can get across to them saves them time and yours by cutting down on emails and phone calls on both sides!

Allocation Spreadsheet: Select D-3's from (4) different months, pick from different food groups **Meat/Poultry, Vegetable, Fruit, and/or Cheese** if possible! If one of those 4 categories is not available, just pick from one of the other groups, such as a Processed Food item. Match up the D-3 with the ENT/Bonus Detail Report within WBSCM, and the signed invoices to see that all cases of those particular selected products are accounted for.

District's in the GFS Distributing Regions:

FSD's within the GFS Distributing regions, need to check WBSCM against the Experience Program, to ensure the USDA Food case amounts are accurate. Since FSD's in these regions do not submit to GFS a D-3 Form, it is essential that they check WBSCM first to make sure the product pounds or cases are accurate! Being that WBSCM and the Experience Program are not directly linked case amounts can be different. This is why it is very important to explain to the FSD to first check WBSCM, since the case amounts are shown accurately! The Experience Program can show a different number of cases of a particular product. This can cause the district FSD that only checks the case amounts in the Experience Program to receive USDA Food case shortages. Over the years, GFS end of the year inventories show leftover USDA Foods in the GFS warehouse inventory. The Distributor Coordinator will reallocate these remaining USDA Foods to those interested in receiving these products!

School Reviews:

When conducting school reviews, it is much easier to perform your review/inspection by printing off a copy of the school review forms and using a clip board. Walking around the kitchen checking temperatures, walk-in coolers, freezers and storage areas with a PC/Notebook, is not practical!

Inspect all Storage areas for proper temperatures using your Infrared Thermometers! Check units for cleanliness and that food products are stored at least 6" off the floors and pallets are in use. Make sure units have proper ventilation, meaning boxes are not pushed against the unit's walls. Also that products are not stacked to the ceiling or stored completely full obstructing air flow and blocked off from unit's circulation. If this is the case, check temperatures of interior boxes to ensure they are within acceptable ranges! The acceptable USDA Food ranges for Freezers is (-10° F. to 0° F.); Coolers/Walk-in (35° F. to 41° F.) and Dry Storage (50° F. to 70° F.)!

Look for ice formations on boxes or hanging from the refrigeration unit, causing the unit to work harder. If temperatures are out-of-range it may not be a problem with the refrigeration's unit being low on Freon, it could be that the defrost cycles need adjustment or the refrigeration unit need de-icing.

Depending on the size of the unit will determine the number of defrost cycles that will occur during a 24 hr. period. If one of the cycles occurs say around 5:00am, just prior to the staff coming in and opening the doors to the unit during service times, will not allow the unit to stay within range. Suggest to the FSD to have maintenance check when the defrost cycles are set to ensure the last nightly cycle occurs no later than 3:00am.

This may eliminate the problem and may avoid a more costly examination of the refrigeration unit. Any of these problems could cause the unit to be out of range and pointing these out could help the district avoid costly service calls or write ups during your review!

Produce Coolers:

Familiarize yourself with Fruits and Vegetables that are ethylene producers or ethylene sensitive or print off a list of these FF&V to have on hand. This will help you identify whether the items are stored in the cooler correctly to maximize the shelf-life of the Produce they have stored! Proper circulation applies here as well, if Produce is stacked on top of one another or if jammed together can reduce the air circulation and promoting faster deterioration of the Produce, which of course can be costly to the District! All the things you can suggest to the FSD/Manager will help them save money and ensure they are serving fresh and nutritious FF&V to their students! Also remind them of the First-in, First-out rule; see attachments for storage guidelines for Fresh Fruits and Vegetables!

USDA Food Deliveries:

Scheduled USDA Food deliveries are between 6:30am and 3:30pm. Each School District is provided from their regional Distributor a scheduled monthly delivery calendar. The calendar provides the FSD and Cafeteria Manager with the days/dates the delivery trucks will be at the schools. Each school must have a minimum drop of 15 cases! If the district orders their Purchased Foods from the same distributor, these foods can be mixed with their USDA Foods to achieve the 15 case minimum drop! Every school within the district "MUST" have the Manager or a Food Service Employee check the deliveries in! They need to make sure there are no overages/shortages of USDA Foods and check for any damaged cases (Each case must have at least (3) damaged cans before they can reject the case/s!

USDA Foods Filing Complaint Procedures:

Food Service Directors responsibilities in regards to filing a USDA Food Complaint:

FSD's do not file USDA Food Complaints in WBSCM, this is filed in the WBSCM by the Regional Field Inspector, once they have received all the product information from the FSD! When a Recipient Agency receives a USDA Food product in the district that is deemed by the FSD to be unfit to serve or consumption, they "**MUST**" complete the USDA Foods Complaint Form. This form can be obtained from the Food Distribution (FD) website or can be emailed to the FSD by their Regional Field Inspector. The form submitted by the FSD to their Field Inspector, "**MUST**" include all the information requested within the FD USDA Foods Complaint Procedures.

Field Inspectors responsibilities when filing a USDA Food Complaint in WBSCM:

Once all the documentation, including photos and USDA Food product information is received and submitted by the FSD, the Field Inspector will enter the details into WBSCM. The Field Inspector will go to <https://portal.wbscm.usda.gov>, log into the system and follow the step-by-step detailed "**Print Screen**" WBSCM instructions located in the Field Staff Review Manual. When the RA complaint information has been recorded in WBSCM by the Field Inspector and submitted to USDA, the response will depend on the seriousness of the complaint filed. If this is a minor complaint submitted by an RA and no other complaints involving the same product have been submitted, there may be no response from USDA! If this is a major USDA Food complaint, especially involving injury or illness to an individual/s or multiple complaints submitted involving the same product, USDA will notify the State Distributing Agency/Food Distribution as to what actions should follow!

FFAVORS-DOD and Produce Deliveries:

RA's must set aside a minimum of \$1000.00 to participate in the DOD program! A Survey Monkey will be emailed out to all district all FSD's in February/March of each SY to request how much of their entitlement they wish to set aside to purchase DOD Fresh Fruits and Vegetables. These amounts determined by the district FSD's, are then entered into the WBSCM and FFAVORS (Fresh Fruits and Vegetables Ordering and Receipting System) by the NSLP Program Coordinator!

Once these DOD allocations have been entered, the districts can begin ordering Fresh Fruits and Vegetables, through the DOD program, using FFAVORS. New FSD's or FSD's wanting to begin participating in DOD/FFAVORS and are not yet in the system, must contact Hattie Richardson at 215-737-7192, to initially have an account setup in FFAVORS!

FFAVORS-DOD and Produce Deliveries cont....:

Currently DOD Produce is being handled and contracted through Creation Gardens. Each order must have a minimum of \$150 per site delivery! Produce delivery times are between 6am and 2:30pm. If an RA has a complaint or regarding their DOD Fresh produce, they must email the issue along with all documentation to the following email addresses: sre@whatchefwant.com, schools@creationgardens.com, garrick.howell@ky.gov and susan.A.gallager@dla.mil.

FSD's not familiar with how to use FFAVORS, must refer to their New FSD Instructional Manual and read through the FFAVORS step-by-step instructions section.

Brown Box Foods:

What is considered "Brown Box"? These are all USDA Foods that are still in their basic natural state, with some minor exceptions. For example there are some unprocessed or minimally processed products like canned corn, peas, green beans, mixed fruit, apple slices, apple sauce, sliced or diced peaches and pears, Salsa, raw ground beef, pork and turkey roast and sliced cheese. In addition there are brown box foods called Value added products such as turkey taco meat, turkey deli sliced, oven roasted chicken pieces and frozen fruit cups. These products are not diverted to processors for further processing.

Processed USDA Foods:

What is considered Processed Foods? These are USDA Food items purchased in bulk form such as chicken, beef and cheese and sent to a contracted manufacturer to convert into a variety of convenient, ready to use end products. For example a USDA Food product like bulk ground beef can be sent to a manufacturer to be processed into end products such as beef patties, crumbles, taco meat, Chili and meatballs.

Technical Assistance Procedures:

Reports are to be completed for all new Food Service Director's (FSD's) immediately! Technical Assistance (TA) reports are to be sent to the Supervisor once completed.

TA reports where reviews are not completed will be saved in the review county folder located on the "J" drive, standing as a review for that School Year!

Several Districts are adding more and more responsibilities to FSD's, due to budget constraints and including the increased NSLP guidelines, causing them to retire or resign their positions more than ever before! This circumstance has caused the Food Distribution Field Staff to have even a greater responsibility to ensure these new FSD's are trained properly and made it necessary for us to conduct 100% of the Board Offices annually! This situation requires the Field Staff to preform TA's at a greater rate since the NSLP began, so here are some guidelines to follow when conducting these special requirements:

First of all identify before going to the district as much as possible what type of assistance they require; are they a new FSD or an established FSD needing assistance within a given area?

Remember, we are representatives (The Front Line) of KDA-Food Distribution Division, so first impressions are of utmost importance!

The good thing is that the KDA Food Distribution Program is second to none and our reputation precedes us because of our commitment to our jobs!

Technical Assistance Procedures cont.....

Secondly we have a staff that is professional, who is courteous and considerate to the needs of the individuals we serve! With that said new FSD's are already overwhelmed, so we make them feel that we are not there to burden them even more, but to help make the program as simple, resolving problems and care free as possible!

New FSD BOE Technical Assistance Procedures:

New FSD's needing Technical Assistance, make this your first priority! Contact and make arrangements to meet with your new FSD's and check to see how they are doing with the USDA Food Distribution Program and assist them immediately! Use the FD-32 New FSD Assistance Form, located within the Field Review Manual, to Work with them in all aspects of the Food Distribution program. First have them complete the FD-41A Change in FSD Form. Then setup the FSD's WBSCM account, provide them with the gaining access instructions and training them on WBSCM!

New FSD BOE Technical Assistance Procedures cont.....:

This includes how to order USDA Foods, Tracking their Entitlement/Bonus dollars, Entitlement Management Reports, including Summary and RA-Entitlement/Bonus Detail Reports. Also go over each of the programs: Processing, DOD/FFAVORS, Distributors-Receipting and Deliveries, Farm-to-School and Jr. Chef. Have "New" FSD's pull up their Reports/Entitlement Management section-RA Entitlement/ Bonus Detail and Summary Reports in WBSCM, to ensure they are able to track their USDA Entitlement Dollars and understand the process to order and track their USDA Foods!

Saving-Submitting Reviews and Technical Assistance Forms:

Make sure before submitting any review templates to supervisor that you check all the following:

1. Check to make sure you are using the most recent revised review templates.
2. Use the example review in the Field Staff manual to ensure the Font and Formatting are correct.
3. Proof read all Review Documents and verify its accuracy, correct spelling, grammar and punctuation.
4. Make sure documents are saved as: Word 97-2003 Document (*.doc), before submitting reviews to Branch Manager.

Field Staff needing to work additional Comp-Time Hours:

Note: Any comp-time over 40 hours must be prior approved by the Division Director! Manage your time accordingly taking into consideration whenever possible to avoid comp-time, evaluation of drive time, review and writing reports into the 7.5 hour work day. On days where drive times are longer than your 7.5 hour day, vary your time throughout the week to avoid overtime, when possible! Remember not all situations/ circumstances are the same and may require comp-time, use your best estimate of how much comp-time may be required for your schedule and submit to Director via email!

FIELD STAFF JOB DUTIES AND RESPONSIBILITIES FOR 2019-20 SY

Field Staff Etiquette:

Always when working within your region and especially within another inspectors region, whether it is Reviews, Technical Assistance, Trainings, Workshops, Farm-to-School or Distributing Regions that you share with them and communicate with your co-workers your plans!

Remember to always contact your coworkers if you need assistance within your region or are planning a workshop, training or meeting within another co-workers region to ensure they know and require your assistance or would like to be a part of any of these activities prior to your involvement!

Again if you are interested in conducting a meeting, training presentation or workshop in another inspector's region "YOU MUST" first contact, provide a copy of your presentation to them and explain your reasoning! If they feel this would be of benefit to their regional FSD's, they may want to attend or they may be interested in providing or including some of their training and even incorporate your ideas with theirs!

Also contact your coworker if you plan to email or contact other inspectors FSD's first! Focus on completing and attending to your regional area and whenever you are asked to assist one another do so but the key is to communicate with one another!

Employee Evaluations:

Each employee will be trained by the NSLP-Branch Manager on how to properly conduct an annual School District Review! Employees will provide Branch Manager with any additional training certificates or documentation throughout the evaluation year including Interims to justify a higher or lower performance rating within a given category. The Branch Manager will determine layout for Job Duties and Responsibilities for each of the performance categories and assign determined points.

The expectations identified in each category will define the "meets" requirement; it is up to the employee to adequately meet the criteria or exceed based on the documentation an observance provided and received by the Manager. Each employee is to manage his/her area appropriately and professionally, if needed Manager will provide or obtain direction in a given area of concern if the employee request it, otherwise the Manager will use what information has been received or observed throughout the annual evaluation year to determine the appropriate category points received!

Again the reviewer/ inspector or coordinator is responsible for the proper management of his or her area!

Each employee is required to receive at least (6) credited hours of further education annually, this can be obtained through courses provided by FNS-Webinars, Conferences or where any USDA-NSLP accredited training is provided; this can include workshops and trainings completed by the employee; provide all documentation to Branch Manager!

AGNET Procedures:

How to use AGNET to request approvals for over-night stays, travel, trainings, workshops, classes, conferences as well as purchases. Schedule reviews as far in advance as possible, especially when scheduling reviews in locations furthest from your workstation!

AGNET Procedures cont....:

Also make certain to contact State Parks well in advance of your stay, giving ample time for your request to be processed through AGNET. Make sure to have determined the state rates, per-diems, tips and final cost, include justification for your stay prior to entering your information into AGNET and always add additional cost for unexpected expenses!

Finally tell the Park Desk Clerk, the stay will be direct billed to the Department and have your State Park Inter-Account Authorization Form signed by your Supervisor to provide to the Clerk at check-in! **Note:** A few State Parks are unfamiliar with Direct Billing, in this case have the Finance Officer contact them and explain the procedures before planning your reviews!

Field Staff Annual Training:

Again each Food Distribution employee is required to receive at least (6) credited hours of further education annually! This can be obtained through courses provided by FNS-Webinars, KSNA Conferences or where any USDA-NSLP accredited training is provided. This can also include summer workshops, trainings and meetings required by KDA, or classes provided by KDE. Submit all certificates or documentation completed by the employee, to your Supervisor.

Summer Work Agenda and Updates:

Attend Kentucky Department of Education (KDE) classes and meet with School Food Service Personnel during the annual Kentucky School Nutrition Association (KSNA) and KSNA Administrators Conferences and occasionally the School Nutrition Association Conference.

Identify correct Master Spreadsheet and combine entries from other sheets into the correct sheet and delete all others!

Revise RA-FS Maps of Regional Territories, including Districts/ Schools, for all regions!

Make Revisions to FSD Manual and add any additional information as needed.

Develop USDA-FNS-SERO Policy Memorandum Spreadsheet to include Webinars, FNS Trainings Conferences and Meetings.

Consolidate and Revise all NSLP Training Materials, including all PPP, Manuals and inserts as needed!

Develop and Plan for Summer Workshops and Conference Trainings including an agenda and all training materials prepared beforehand and the approximate number of attendees!

RA-Supplement Renewal Forms-Data are compiled through the Survey Monkey

Update the Yearly Division Calendar to include all Program Deadlines for Supplement-Renewals, Compliance Reviews, DOD Deadline, USDA Donated Food Ordering, KSNA, Administrators and Food Distribution Conferences.

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 USDA Foods 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 USDA Foods in order to remove surpluses and stabilize farm prices;

Group B - Section 6 of the National School Lunch Act (NSLA), which mandates a per-meal USDA Foods assistance rate for schools participating in the National School Lunch Program (NSLP); and

Bonus - Section 416 of the Agricultural Act of 1949, which authorizes the purchase and distribution of USDA Foods 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, operating under public or nonprofit private ownership. The term “high school grade or under” includes classes of primary or higher grade or when they are recognized as part of the educational system in the State, regardless of whether such pre-primary classes are conducted in a school having classes of primary or higher grade. Additionally, schools must be in compliance with 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 USDA Foods to SFAs until the Kentucky Department of Education; Division of Nutrition and Health Services has confirmed eligibility.

NATIONAL SCHOOL LUNCH PROGRAM - OVERVIEW

B. AVAILABLE USDA FOODS:

Schools are eligible for a certain dollar level of USDA Foods, 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 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. USDA Foods 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 USDA Foods. All foods are offered or made available on a "use without waste" basis. Entitlement and Bonus foods are divided into two groups, Group A and B.

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

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

Other choices of "spending" Entitlement monies on USDA Foods include; processing, purchasing fresh fruits and vegetables through the Department of Defense (DOD), now known as FFAVORS, and purchasing fresh fruits and vegetables from local producers through the Farm to School Program.

C. PROCESSING

WHAT IS USDA FOODS PROCESSING?

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

NATIONAL SCHOOL LUNCH PROGRAM - OVERVIEW

WHAT ARE THE BENEFITS?

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

TWO METHODS OF PROCESSING:

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

Net-Off Invoice (NOI) – The SFA purchases an approved end product directly from a distributor and is billed at a net price. The net price is determined by reducing the agreed-upon full (gross) price by an amount at least equal to the value of donated food contained in a case of approved end-product identified in the processing agreement. the invoice would show the full price, the reduction for the value of donated foods(s) and the net price.

When purchasing foods for use in food service programs, the SFA must comply with Federal, State and local procurement standards.

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

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

NATIONAL SCHOOL LUNCH PROGRAM - OVERVIEW

DOD operates a nationwide system to purchase and distribute a wide-variety of high quality fresh produce to their military installations, federal prisons, and veteran's hospitals. The program has enabled schools to increase their offerings of fresh produce to children and introduce them to new fresh fruits and vegetables. Exposing children to attractive, tasty fruits and vegetables can contribute to lifelong nutritious eating habits and good health.

SFAs must inform the SDA office of their intentions to participate in the DOD Program by completing the DOD Request Form at the beginning of each school year. A minimum of \$1,000 and a maximum of sixteen percent of the SFAs Total Entitlement can be set aside to buy fresh fruits and vegetables through the DOD/FFAVORS Program.

SFA must contact a representative of FFAVORS at 215-737-8760 to establish an account in WBSCM before ordering produce.

F. ALLOCATIONS AND ORDERING:

USDA Foods 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.

1. 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 USDA Foods 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.

2. Making Food Available:

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

3. Ordering USDA Foods:

When USDA informs the SDA of actual or estimated quantities of USDA Foods expected to be made available, the SDA allocates the USDA Foods to the SFAs on as request basis using information from the USDA WBSCM System. When the SDA commits to accept the USDA Foods, 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.

NATIONAL SCHOOL LUNCH PROGRAM - OVERVIEW

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.

a. 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.

G. 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 USDA Foods for Recipient Agencies. SFAs are notified of the Distributor responsible for delivery of USDA Foods and delivery cost. Prior to delivery of USDA Foods, 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.

NATIONAL SCHOOL LUNCH PROGRAM - OVERVIEW

THE DESIGNATED SCHOOL OFFICIAL MUST SIGN EACH DELIVERY TICKET. ANY VARIATIONS FROM THE NORM, I.E., SHORTAGES, DAMAGES, ETC., SHALL BE NOTED ON EACH TICKET BY THE DESIGNATED OFFICIAL, AND INITIALED BY BOTH DISTRIBUTOR AND SCHOOL OFFICIAL. Shortages or overages identified upon receipt of foods from a Distributor are to be reported to the Distributor immediately and appropriate action taken to resolve the discrepancy.

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

H. TRAINING

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

I. REVIEW AND MONITOR

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

J. STORAGE:

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

NATIONAL SCHOOL LUNCH PROGRAM - OVERVIEW

1. Storage Conditions:

Storage conditions are those factors that must be considered in order to prevent the premature deterioration of USDA Foods.

2. Storage Practices:

Storage practices are those ongoing activities, which maintain the USDA Foods and storage area in good condition.

SY20 Effective NSLP Per Meal Rate

The per meal rate notice, titled "Food Distribution Program": Value of Donated Foods from July 1, 2019 through June 30, 2020" was published in the Federal Register today, August 12th <https://www.federalregister.gov/documents/2019/08/12/2019-17156/food-distribution-program-value-of-donated-foods-from-july-1-2019-through-june-30-2020>. The per meal rate for NSLP and CACFP School Year 2020 is .2375 cents which is an increase of one quarter of a cent per meal from SY 2019.

For NSLP the per meal rate (.2375 cents) PLUS the 12% provision dollars and the 20M breakfast dollars for NSLP make the **effective SY20 NSLP rate 36.25 cents**. This is an increase from the .3350 estimate entered in WBSCM in January. The CACFP per meal rate will increase to .2375 cents.

To view **Beginning Entitlement Data** including the effective rate (includes 12% dollars and 20M breakfast dollars), carryover, and DOD Fresh dollars requested: go to WBSCM Operations/Order Processing/Entitlement Management, then Entitlement Budgeting for the program. Under current selection enter the program year and click on "OK". NSLP Entitlement reports are current.

Please work with your Department of Education to know the lunches for SY19 now, that will be applied when they are official in the National Data Bank (NDB), in mid-November. Then apply your lunches to the entitlement calculation (see "to view entitlement data" above) check them against your ending balances to determine if adjustments need to be made to sales orders that are still in "approved by SDA" status or if you can order more to use entitlement.

Entitlement reconciliation for SY19 and SY20 updates:

- SY19 USDA DoD Fresh (and the unprocessed FV pilot) will be reconciled with actual invoices in September.
- SY19 was decremented for actual lab, grading, and misc. fees.
- The Final SY19 eligible lunches, available in the National Data Bank (NDB) in November, will be used to close out SY19 NSLP & CACFP. SY20 will be updated following the SY19 reconciliation.

Janet West, CDM, CFPP
Program Integrity and Monitoring Branch
CNP (NSLP, CACFP, SFSP) Entitlement
Food Distribution Division
Supplemental Nutrition and Safety Programs
Food and Nutrition Service, USDA

Janet.West@usda.gov
703-305-2671

KENTUCKY DISTRICT COUNTY CODES

001	Adair	025	Clark	049	Harrison	073	McCracken	097	Perry
002	Allen	026	Clay	050	Hart	074	McCreary	098	Pike
003	Anderson	027	Clinton	051	Henderson	075	McLean	099	Powell
004	Ballard	028	Crittenden	052	Henry	076	Madison	100	Pulaski
005	Barren	029	Cumberland	053	Hickman	077	Magoffin	101	Robertson
006	Bath	030	Daviess	054	Hopkins	078	Marion	102	Rockcastle
007	Bell	031	Edmonson	055	Jackson	079	Marshall	103	Rowan
008	Boone	032	Elliott	056	Jefferson	080	Martin	104	Russell
009	Bourbon	033	Estill	057	Jessamine	081	Mason	105	Scott
010	Boyd	034	Fayette	058	Johnson	082	Meade	106	Shelby
011	Boyle	035	Fleming	059	Kenton	083	Menifee	107	Simpson
012	Bracken	036	Floyd	060	Knott	084	Mercer	108	Spencer
013	Breathitt	037	Franklin	061	Knox	085	Metcalfe	109	Taylor
014	Breckinridge	038	Fulton	062	Larue	086	Monroe	110	Todd
015	Bullitt	039	Gallatin	063	Laurel	087	Montgomery	111	Trigg
016	Butler	040	Garrard	064	Lawrence	088	Morgan	112	Trimble
017	Caldwell	041	Grant	065	Lee	089	Muhlenberg	113	Union
018	Calloway	042	Graves	066	Leslie	090	Nelson	114	Warren
019	Campbell	043	Grayson	067	Letcher	091	Nicholas	115	Washington
020	Carlisle	044	Green	068	Lewis	092	Ohio	116	Wayne
021	Carroll	045	Greenup	069	Lincoln	093	Oldham	117	Webster
022	Carter	046	Hancock	070	Livingston	094	Owen	118	Whitley
023	Casey	047	Hardin	071	Logan	095	Owsley	119	Wolfe
024	Christian	048	Halan	072	Lyon	096	Pendleton	120	Woodford

Regional Field Staff Area Map

Rev. 01/20

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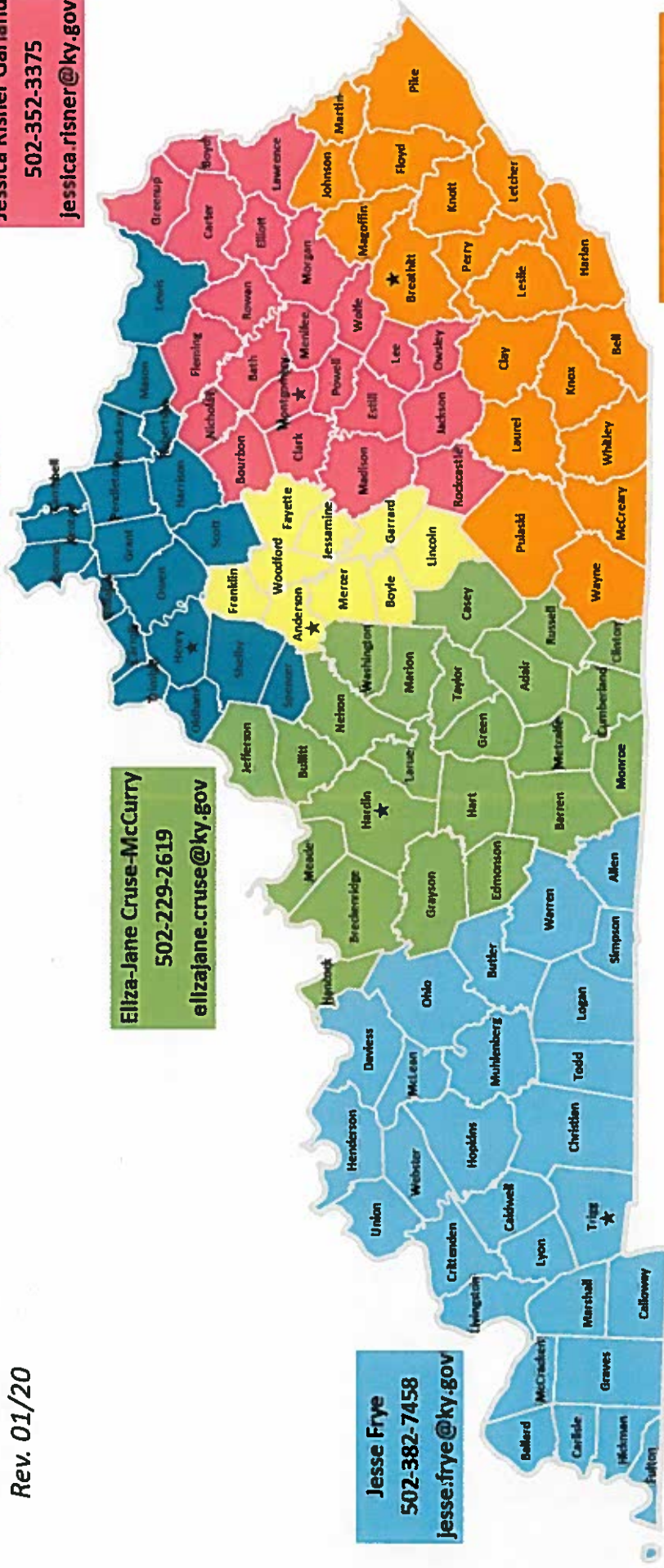
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Regional Coordinator

Contact information and County Listing Food Distribution 502-573-0282

Jesse Frye 502-382-7458	Eliza J. Cruse 502-229-2619	Michelle Holbrook 502-229-4301	Larry Garriott 502-229-8490	Jessica Garland 502-352-3375	Steve Castanis 502-352-0541
Allen Ballard Butler Caldwell Calloway Carlisle Christian Crittenden Davies Fulton Graves Henderson Hickman Hopkins Livingston Logan Lyon Marshall McCracken McLean Muhlenberg Ohio Simpson Todd Trigg Union Warren Webster	Adair Barren Breckinridge Bullitt Casey Clinton Cumberland Edmondson Grayson Green Hancock Hardin Hart Jefferson Larue Marion Meade Metcalfe Monroe Nelson Russell Taylor Washington	Bell Breathitt Clay Floyd Harlan Johnson Knott Knox Laurel Leslie Letcher Magoffin Martin McCreary Perry Pike Pulaski Wayne Whitley	Boone Bracken Campbell Carroll Gallatin Grant Harrison Henry Kenton Lewis Mason Oldham Owen Pendleton Robertson Scott Shelby Spencer Trimble	Bath Boyd Bourbon Carter Clark Elliott Estill Fleming Greenup Jackson Lawrence Lee Madison Menifee Montgomery Morgan Owsley Nicholas Powell Rockcastle Rowan Wolfe	Anderson Boyle Fayette Franklin Garrard Jessamine Lincoln Mercer Woodford

The Regional Coordinators will check their messages daily, if immediate attention is required contact Steve Castanis at 502-782-9206.
E-mail Addresses for each Regional Coordinator:

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DISTRIBUTOR PROGRAM OVERVIEW

The State Distributing Agency (SDA) contracts with commercial distributors through the Department of Finance, to receive, store, and deliver USDA Foods to Recipient Agencies (RAs) in 8 delivery regions within the state. There is a 5-year contract in place that is renewed annually on July 1. The renewal period begins in March to allow necessary paperwork to be filled out and the option of renewal or cancellation of the contract. Awarded Distributors may request one rate increase during this 5 year period. After the 5 year contract period, the Department of Finance, in cooperation with the Division of Food Distribution, will go out for bid for another 5 year contract period. After the end of each school year, a review is conducted at each distributor to “close-out” the school year and prepare for the upcoming school year.

Warehouse personnel check incoming deliveries for damage and accuracy before storing in the warehouse. Any discrepancies are reported to the Food Distribution Coordinator for re-allocation of foods to RAs. All deliveries are receipted in WBSCM. Prior to delivery of USDA Foods, the contracted Distributor shall notify each RA of their account number and delivery schedule. RAs may be assessed a storage fee for each case of USDA Food remaining in storage beyond 30 days for Fee-for-Service Processed items and beyond 60 days for regular “Brown Box” USDA Foods. This fee shall not exceed 25% of the stated delivery charge per case. There shall be a minimum 15 case delivery drop at each school site. This 15 case delivery can be combined with other non-USDA Foods. If only USDA Foods are being delivered, there is a 15 case minimum drop. In the event a RA elects to have a delivery below the minimum case drop, the RA may be charged for the normal 15 case delivery. Deliveries shall be made between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Drivers shall deliver foods to designated storage areas inside the door of the dry storage area, freezer storage area, and cooler storage areas. They are not required to stack foods on shelving or pallets. Deliveries can be made weekly to agencies that receive weekly delivery of commercially purchased foods from the distributor; otherwise, deliveries may be made on a skip-a-week basis.

RAs must notify the contracted distributor of any changes in contact information, such as a change in the Food Service Director (FSD), or contact at the school site. New school sites or other schools closing down should also be reported. The RA must notify the distributor of the amounts and dates of delivery of USDA Foods by the KY-FD-3 Form. RAs that are in the Gordon Food Service (GFS) delivery area use the GFS Experience Online Ordering System. FSD's within the GFS Regions must check their USDA Food quantities against the Requisition Status Report located in WBSCM to ensure USDA Food quantities are the same as in the GFS Experience Online Ordering System. Orders will designate the number of cases by item to be received at each delivery location. In most situations, orders shall be placed a week in advance of scheduled deliveries. School delivery sites must have a qualified individual available to verify accuracy of the items, quantities of each item, and condition of merchandise. If damages or shortages are noticed, staff must notify the driver and note the discrepancy on the delivery invoice. Overages should never be accepted. As a note, any USDA Food case that has at least half of undamaged items in the case, should be considered a good case and accepted. Damaged items cannot be accumulated to form damaged cases. Arrangements must be made to accept deliveries up until 3:30 p.m.

2019-20 SY

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REGIONAL DISTRIBUTOR CONTACTS

Region 1 K.C. Provisions

Contact: Jenny Tapp

Phone: 859-234-4044

kcprovisions@outlook.com

Regions 3, 4, & 5 GFS (mainly EKY)

Contact: Sally Palmer

Phone: 606-224-6056

sally.palmer@gfs.com

Regions 3 & 5 GFS (mainly Central KY)

Contact: Lyndsey Crick

Phone: 502-641-1507

lyndsey.crick@gfs.com

Regions 6 & 8 Reinhart Food Service

Contact: Sarah Edwards

Phone: 270-846-7083

SEEdwards@RFSDelivers.com

Regions 7 & 9 CRS One Source

Contact: Ashley Wink

Phone: 270-684-1469 x 2391

awink@crsonesource.com

Rev 07/19



Commodity Advisory Council

CAC

The Commodity Advisory Council is a group of people that are in place to help the Kentucky Department of Agriculture and the Kentucky State School Food Service Directors with the acquisition of USDA Foods. This group of people help prepare and organize the current school years USDA catalog of USDA Foods. This process happens by sending out spread sheets of the preceding year of what was ordered and also conducting meetings with the FSD's in their perspective areas. The CAC wraps up the year by having a final meeting in Frankfort with all the CAC region leaders and all the KDA Foods Division staff, with Garrick Howell in charge. When this meeting is over the state FSD's and the KDA know what is going to be offered on that schools years catalog.

The Commodity Advisory Council region leaders by Region are as follows:

1. Stephanie Caldwell, stephanie.caldwell@campbell.kyschools.us
2. Alicia Arnett, alicia.arnett@jefferson.kyschools.us
3. Sheila Bradshaw, sheila.bradshaw@carter.kyschools.us
4. Jack Miniard, jack.miniard@harlan.kyschools.us
5. Scott Anderson, scott.anderson@madison.kyschools.us
6. Angela Voyles, angela.voyles@bullitt.kyschool.us
7. Shane Bosaw, shane.bosaw@union.kyschools.us
8. Beth Miller, beth.miller@metcalf.kyschools.us
9. Leah Feagin, leah.feagin@mayfield.kyschools.us

Commodity Advisory Council Regions

2019-20 SY

Rev 01/20

Region 1

Stephanie Caldwell

stephanie.caldwell@campbell.kyschools.us

Region 5

Scott Anderson

scott.anderson@madison.kyschools.us

Region 6

Angela Voyles

angela.voyles@bullitt.kyschools.us

AND

Stephanie Utley

Stephanie.utley@larue.kyschools.us

Region 2

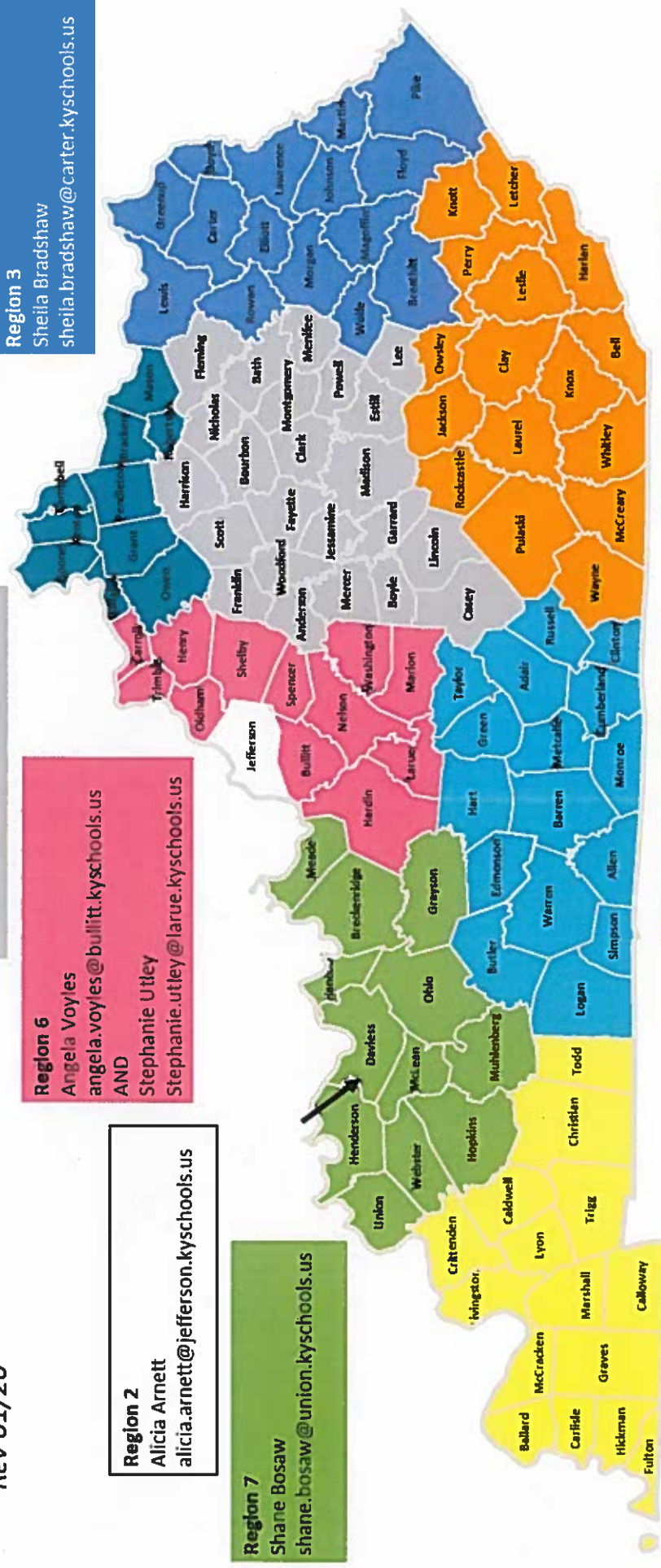
Alicia Arnett

alicia.arnett@jefferson.kyschools.us

Region 7

Shane Bosaw

shane.bosaw@union.kyschools.us



Region 4

Jack Miniard

jack.miniard@harlan.kyschools.us

Region 8

Beth Miller

beth.miller@metcalfe.kyschools.us

Region 9

Leah Feagin

leah.feagin@mayfield.kyschools.us

AND

Lacinda Bass

lacinda.bass@carlisle.kyschools.us

Food Distribution Division Annual Monthly Event Calendar

January	Decide how much to set aside for DOD. Complete Region USDA Donated Food spreadsheet and return to your CAC region leader. Pre-plan \$ needed for processing, and DOD funds before filling out spreadsheet.
February	Local Compliance Reviews should be completed for each school site within the District by February 1. Junior Chef Entry packets are due in by February 15. Send out Survey Monkey to FSD's for the DOD, KY-FD-22, and KY-FD-12B Forms by February 28.
March	KDA will upload DOD funds into WBSCM for next school year. Diversion/ordering will begin. Notification will be provided when WBSCM product catalog is opened.
April	Ordering and diversions will become due on some USDA Donated Food items. Notification will be provided including order due dates for specific items and categories of food.
May	Ordering and Diversions will become due on most remaining USDA Donated Food items. Notification will be provided including order due dates for specific items and categories of USDA Food. ACDA National Conference begins.
June	Field Staff will be conducting reviews with any remaining Districts and RCCIs. 1 st Friday following 1 st Tuesday - DOD funds unspent after this date will be included in the Free-for-All. 2 nd Tuesday - DOD Free-for-all: All unspent DOD funds will be opened on a first-come, first-served basis. 30 th - All carryover waivers expire. School Year ends. KSNA Annual Conference begins.
July	1 st - School year begins. Confirm District information with USDA Donated Food Distributor (sites, contacts, etc.) Begin conducting all State contracted regional USDA Donated Food Distributor site reviews. Check WBSCM for snapshot of products, delivery dates, case amounts, etc. Check on allocations and carryover pounds with processors, where applicable. Complete all employee Interim Meetings-Sign, Date and submit to Evaluation Coordinator. Survive the start of school.
August	Work on updating all Manuals, Power-Point Presentations, RA-Spreadsheet and Regional Field Staff Sheets. Address carryover waivers for processing, where applicable. KSNA Administrators Conference begins.
September	Carryover waiver requests due no later than October 1.
October	31 st - All carryover pounds at processors will be swept <i>except</i> those granted waivers. 31 st - Farm to School Art Contest closes. Begin assembling Junior Chef Teams - Team Leaders for Participants are to contact Tina Garland.
November	Complete menu formulation for next school year; begin planning which USDA Donated Foods you need to order. Begin identifying commodities to divert for processing based on your menus, where applicable.
December	Attend the KDA Admin Conference to meet with processors, other FSDs, and fill in any menu gaps. Entitlement funds for upcoming SY should be visible in WBSCM by the end of the month.

CO-OPs ROLE-FUNCTION AND REGIONAL CONTACTS

School Food Service Co-ops in the state of Kentucky are geographically located throughout the state. These cop-ops are comprised of School Districts and their Food Services that want to partner together with others to claim more bidding and buying power thereby improving their fiscal efficiency. The districts pay dues, those dues are used to put on trainings, hire third party outsources, and lawyers if needed.

For Us in the Kentucky Department of Agriculture (KDA) The Co-ops give us a platform, usually each month, to have a collective group of Food Service Directors (FSD's) together in a meeting platform where we can have small trainings or put out pertinent information at that time, i.e. DOD updates, WBSCM updates, Meeting dates, Or anything we feel the FSD's need to know. Our presence at these Co-op meeting are by invitation. A KDA Field Staff Employee can also use this time to learn and better understand the FSD's job so we can better serve them with our USDA Foods services. The contacts below are listed by geographical area.

Central Kentucky Educational Cooperative

Jeff Hawkins, Executive Director

412 Roy Campbell Drive

Hazard, KY 41701

Phone (606) 436-3161

Fax (606) 439-1322

Dr. Dorothy Perkins, Chief Executive Officer

2331 Fortune Dr., Suite 270

Lexington, KY 40509

Phone (859) 232-8885

Fax (859) 232-8890

Greater Louisville Education Cooperative

Tricia Bronger, Director

3332 Newburg Road

Louisville, KY 40218

Phone (502) 485-3280

Green River Regional Educational Cooperative

Tim Murley, Executive Director

230 Technology Way

Bowling Green, KY 42101

Phone: (270) 563-2113

Fax: (270) 563-2208

Kentucky Educational Development Corporation

Nancy Hutchinson, Executive Director

904 Rose Road

Ashland, KY 41102

Phone (606) 928-0205

Fax (606) 928-3785

CO-OPs REGIONAL CONTACTS

Kentucky Valley Educational Cooperative

Jeff Hawkins, Executive Director

412 Roy Campbell Drive

Hazard, KY 41701

Phone (606) 436-3161

Fax (606) 439-1322

Northern Kentucky Cooperative for Educational Services

Amy Razor, Executive Director

5516 East Alexandria Pike

Cold Springs, KY 41076-3540

Phone (859) 442-8600

Fax (859) 442-7038

Ohio Valley Educational Cooperative

Dr. Leon Mooneyhan, Chief Executive Officer

100 Alpine Drive

Shelbyville, KY 40065

Phone (502) 647-3533

Fax (502) 647-3581

Southeast/South Central Education Cooperative

David Johnson, Executive Director

300 Bellevue Dr.

Richmond, KY 40475

Phone (859) 575-1617

West Kentucky Educational Cooperative

Dr. John Settle, Executive Director

201 General Services Building

Murray State University

Murray, KY 42071

Phone (270) 809-6966

FOOD DISTRIBUTION REQUIRED BOARD REVIEW DOCUMENTATION

FSD's Please Have these Documents available for the Reviewer to verify records are on hand:

1. 2011 Program Administration Permanent Agreement, KY-FD-12-A. Signed by Food Distribution Division Director, Superintendent and Foods Division Director.
2. If applicable the Change in Administrator Form FD-41A or Change in Food Service Director Form FD-41.
3. Designated Personnel Food Alert/Emergency Feeding FD-22 and FD-12B Supplements to Agreement. These are now being obtained by KDA using the Survey Monkey; keep copies on file (3-years + Current).
4. If you participating in the FFAVORS/DOD Program, have the beginning dollar amount and the remaining balance available.
5. Please be able to show documentation of Managers Meetings and any discussions in regards to USDA Foods.
6. If you are participating in "Processing", please have a list of your vendors available with one food you are currently purchasing through that vendor.
7. KDA-Local Compliance Reviews for each school in the District, for the current School Year (s).
8. Have a list of any USDA Foods that are still in your distributor's warehouse.
9. Please have invoices with the corresponding KY-FD-3 Forms readily available and pull at least 4 different USDA Food deliveries, preferably one out of each month that you choose. For example, 1 out of September, 1 out of December, 1 out of January, 1 out of March and if possible, 1-Meat, 1-Vegetable, 1-Fruit, 1-Dairy or Grain.
10. Have pulled the Average Daily Attendance and the Average Daily Participation for lunch for the month of October or November for the "District"!
11. Do you participate in Farm-to-School, Ky. Proud, Restaurant Rewards, and are you a Ky. Proud Member? If so a list Producers and what is the dollar amount that you have spent with each local producer.

CENTRAL OFFICE REVIEW

Reference #:	Date of this Review :	Findings:	RC:
# of District Sites:	Date of last Review :	Farm-to-School:	DOD/FFAVORS:

SFA:	Person Interviewed:
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Agreements, Contracts and Records

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

Civil Rights Compliance

17. Is the "And Justice For All" poster in a prominent place within the facility? Yes ☐ No ☐
18. Is the nondiscrimination statement included on all printed material? Yes ☐ No ☐
19. Has the agency received any discrimination complaint during the past or present fiscal year? Yes ☐ No ☐
- If yes, what was the nature of the complaint?
20. Is there a procedure in place to handle complaints? Yes ☐ No ☐
21. Has everyone in your agency received Civil Rights training? Yes ☐ No ☐

Processing

22. Is R/A having donated foods processed? Yes ☐ No ☐
23. If "Yes", give name of Processor.
24. Has contract(s) been approved by S/A? Yes ☐ No ☐
25. What type of processing (NOI/FFS) is being utilized?
- Are there any complaints with any State approved processor?
If yes, describe briefly. Yes ☐ No ☐
26. Has R/A notified the S/A of any food complaints or problems? Yes ☐ No ☐
- If so, are the complaints on file?

Storage

27. Are donated foods stored at any facility other than the state contracted warehouse? Yes ☐ No ☐
- If Yes
28. List name/location of facility.
29. If "commercial" facility is used does R/A have a written contract on file? Yes ☐ No ☐
30. Are Physical inventories conducted monthly at the commercial facility? Yes ☐ No ☐
31. Explain precautions taken during summer months to ensure remaining food is stored properly.

Records

32. Are local compliance reviews being completed before February 1 of each school year? Yes ☐ No ☐
33. If discrepancies were noted during the compliance review have they been corrected? Yes ☐ No ☐
- If No
34. Were instructions provided to ensure corrections have been completed properly?
35. Does the R/A keep accurate records of foods in distributor's warehouse? Yes ☐ No ☐
36. Are KY-FD-3 Forms completed properly and promptly? Yes ☐ No ☐
37. At the time the KY-FD-3 Form is submitted to Distributor, are all schools notified by the Central Office of foods to be received prior to delivery? Yes ☐ No ☐
38. Describe the system in place to follow up on discrepancies in shipment and delivery of USDA foods.
39. Are schools submitting a monthly inventory report? Yes ☐ No ☐
40. Does R/A keep USDA Foods stored separately from purchased foods? Yes ☐ No ☐
41. Is R/A aware of required procedures regarding the school district's role in case of disaster? Yes ☐ No ☐
42. Does R/A have a Disaster Procedure in place? Yes ☐ No ☐
43. Is R/A informing school personnel of all food alerts or recalls dealing with USDA Foods? Yes ☐ No ☐
44. List product and required action taken by school personnel.
45. Is R/A maintaining written procedures of their district's policy regarding integrated pest management? Yes ☐ No ☐

Farm to School

46. Is R/A participating in FTS? Yes ☐ No ☐
- If Yes, list products:
47. List Producers Names?
48. What is the Dollar Amount Spent?
49. Does the R/A participate in Restaurant Rewards? Yes ☐ No ☐
50. Is the R/A a Kentucky Proud Member? Yes ☐ No ☐
51. If not participating in FTS, would you be interested? Yes ☐ No ☐

Comments:

CENTRAL OFFICE REVIEW

Reference #: 012101000	Date of this Review : 11/7/18	Findings: None	RC: LG
# of District Sites: 3	Date of last Review : 11/1/17	Farm-to-School: No	DOD/FFAVORS: Yes

SFA: Bracken County Schools	Person Interviewed: Allison Lucas, FSD
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Agreements, Contracts and Records

1. Is the Permanent Agreement between the S/A and the Recipient Agency (RA) on file? Yes ☒ No ☐
2. Is the Permanent Agreement signed by current Administrator or is a Change of Administrator Form (KY-FD-41A) on file? Yes ☒ No ☐
3. If there has been a change in Food Service Director during the current contract period, has a Change in FSD Form (KY-FD-41) been submitted to S/A? N/A Yes ☐ No ☐
4. Are all updated attachments being maintained with the Permanent Agreement? Yes ☒ No ☐
5. Are required records being held for three years plus the current year? Yes ☒ No ☐
6. If R/A has a Food Management Contract, has it been approved the by S/A? N/A Yes ☐ No ☐
7. When was the last time the FSD logged into WBSCM? 10/24/18
8. Is the FSD aware of how to track entitlement/ bonus dollars and order USDA Foods on WBSCM? Yes ☒ No ☐
9. Does R/A participate in the DOD Program? Yes ☒ No ☐
10. What dollar amount of the total Entitlement has been set aside for DOD? 2,500.00
11. What is the remaining balance in DOD Program? 2,500.00
12. Will R/A be able to utilize these remaining funds prior to June 30? Yes ☒ No ☐
13. Has NSLP information been disseminated to all Lunchroom Managers? Yes ☒ No ☐
14. Are training sessions or manager meetings being held on a regular basis? Yes ☒ No ☐
15. List topics covered in last managers meeting that involved commodity program:
other month meetings. Mainly general food service issues. Daily contact, every
16. Is R/A aware of all the information available on the Food Distribution website? Yes ☐ No ☐

Civil Rights Compliance

17. Is the "And Justice For All" poster in a prominent place within the facility?

Yes ☒ No ☐

18. Is the nondiscrimination statement included on all printed material?

Yes ☒ No ☐

19. Has the agency received any discrimination complaint during the past or present fiscal year?

Yes ☐ No ☒

If yes, what was the nature of the complaint?

20. Is there a procedure in place to handle complaints?

Yes ☒ No ☐

21. Has everyone in your agency received Civil Rights training?

Yes ☒ No ☐

Processing

22. Is R/A having donated foods processed?

Yes ☐ No ☒

23. If "Yes", give name of Processor.

24. Has contract(s) been approved by S/A?

Yes ☐ No ☐

25. What type of processing (NOI/FFS) is being utilized?

Are there any complaints with any State approved processor?
If yes, describe briefly.

Yes ☐ No ☐

26. Has R/A notified the S/A of any food complaints or problems?

Yes ☐ No ☐

If so, are the complaints on file?

Storage

27. Are donated foods stored at any facility other than the state contracted warehouse?

Yes ☒ No ☐

If Yes
Several frozen items were combined into 1-2 early delivery dates. could not handle the volume of frozen foods coming in. Foods will only be stored at this location on a temporary basis.

28. List name/location of facility.

Kearns Food Distribution

29. If "commercial" facility is used does R/A have a written contract on file?

Yes ☐ No ☒

30. Are Physical inventories conducted monthly at the commercial facility?

Yes ☒ No ☐

31. Explain precautions taken during summer months to ensure remaining food is stored properly.

Inventories are reduced down as much as possible. Ms. Lucas or Custodians check on storage areas over the summer. Managers check on weekends.

Records

32. Are local compliance reviews being completed before February 1 of each school year? Yes ☒ No ☐
33. If discrepancies were noted during the compliance review have they been corrected? N/A Yes ☐ No ☐
If No Checked last years, all done in January, no discrepancies.
34. Were instructions provided to ensure corrections have been completed properly? N/A
35. Does the R/A keep accurate records of foods in distributor's warehouse? Yes ☒ No ☐
36. Are KY-FD-3 Forms completed properly and promptly? Yes ☒ No ☐
37. At the time the KY-FD-3 Form is submitted to Distributor, are all schools notified by the Central Office of foods to be received prior to delivery? Yes ☒ No ☐
38. Describe the system in place to follow up on discrepancies in shipment and delivery of USDA foods. If noted, they would be noted on the delivery invoice. Then Ms. Lucas would be notified. She would then contact the distributor.
39. Are schools submitting a monthly inventory report? Yes ☒ No ☐
40. Does R/A keep USDA Foods stored separately from purchased foods? Yes ☐ No ☒
41. Is R/A aware of required procedures regarding the school district's role in case of disaster? Yes ☒ No ☐
42. Does R/A have a Disaster Procedure in place? Yes ☒ No ☐
43. Is R/A informing school personnel of all food alerts or recalls dealing with USDA Foods? Yes ☒ No ☐
44. List product and required action taken by school personnel. None Noted
45. Is R/A maintaining written procedures of their district's policy regarding integrated pest management? Yes ☒ No ☐

Farm to School

46. Is R/A participating in FTS? Yes ☐ No ☒
If Yes, list products:
47. List Producers Names?
48. What is the Dollar Amount Spent?
49. Does the R/A participate in Restaurant Rewards? Yes ☐ No ☒
50. Is the R/A a Kentucky Proud Member? Yes ☐ No ☒
51. If not participating in FTS, would you be interested? Yes ☐ No ☒

Comments:

FOOD DISTRIBUTION ALLOCATED SPREADSHEET

SFA	ADA		ADP	Participation %
				#DIV/0!

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.	

Food #3			Food #4	
Sales Order #			Sales Order #	
Arrival Date			Arrival Date	
Amt. Alloc.			Amt. Alloc.	
Amt. Rec.			Amt. Rec.	

FOOD DISTRIBUTION ALLOCATED SPREADSHEET

SFA	ADA		ADP	Participation %
Carroll County Schools	1,815		1,618	89%

Total Allocated Commodity Per Food Item:

Food #1	Peach Cups		Food #2	Green Beans, 10
Sales Order #	5000433732		Sales Order #	5000435837
Arrival Date	12/12/2018		Arrival Date	12/12/2018
Amt. Alloc.	20		Amt. Alloc.	20
Amt. Rec.	20		Amt. Rec.	20

Food #3	Beef, 40		Food #4	Cheese, Cheddar, Shrd
Sales Order #	5000443783		Sales Order #	5000438798
Arrival Date	10/22/2018		Arrival Date	9/10/2018
Amt. Alloc.	13		Amt. Alloc.	4
Amt. Rec.	13		Amt. Rec.	4

NOTICE OF DELIVERY OF USDA FOODS TO SCHOOLS

- | | |
|--|----------------------------------|
| 1. Recipient Agency: | 5. Account Number: |
| 2. Donated Food: | 6. Pack Size: 7. No. Cases: |
| 3. USDA Sales Order (S/O) Number: | 8. Arrival Date: |
| 4. Price Per Case: | 9. Expiration Date: |
| CHECK ONE: 10. Original Allocation: | 11. Change Order (Number): |

12. Sub-Outlets	13. Total Cases	14. Delivery Dates						16. Total Cases Requested for Delivery
		15. Delivery Breakdown						

18. FSD Signature: _____ 19. Date: _____

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

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

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

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

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

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

1. Enter Name of Recipient Agency (R/A).
2. Enter Name of Donated Food ordered.
3. Enter USDA Delivery Order (D/O) Number listed in Item 5 of KY-FD-2 Form.
4. Enter Price Per Case as listed in Item 11 on KY-FD-2 Form.
5. Enter Account Number - provided by distributor.
6. Enter Pack Size.
7. Enter Total Number of cases ordered.
8. Enter Arrival Date as listed in item 8 on KY-FD-2 Form, which is date product arrived at distributor's warehouse.
9. Enter Expiration Date as listed in Item 9 on KY-FD-2 Form, which is 60 days from the date of arrival.
10. Place a check mark if this is the first delivery request submitted.
11. Enter the number of the change, i.e., number 1, if this is the first change, number 2 if this is the second change, etc., if you are making any changes on the original KY-FD-3 Form that would involve the delivery dates or quantities.
12. Enter Name of Sub-outlets to which food is allocated.
13. Enter Total Cases Allocated for sub-outlets.
14. List Date food is to be delivered to each sub-outlet (as previously arranged with distributor. At least one week lead time may be required.
15. Enter Amount Requested for each delivery date.
16. Enter Total Case(s) Requested for each delivery stop. Make sure total cases equals amount listed in Item 7.
17. Enter calculated totals for each column in Item 15, the totals should be the same totals as Item 13 and Item 16.
18. Person completing this form must sign here.
19. Enter date mailed to distributor.

KENTUCKY FOOD DISTRIBUTION COMPLIANCE REVIEW FORM

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

SFA/AGENCY NAME: _____

SCHOOL/SITE NAME: _____

MANAGER NAME: _____

REVIEWED BY: _____

DATE: _____

I. STORAGE FACILITIES

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

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

II. STORAGE PRACTICES

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

- B. Are all areas of the Food Service establishment free of insects, rodents and other, pest infestations?

If no, please explain the procedures or steps you will put into place to rid the facility of the problem.

- C. If you will be using an outside extermination company who will be providing the services _____ *How Often?* _____

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

- b. Is a copy of the certification on file? YES ☐ NO ☐

(This certification does not apply if using bait boxes and/ or adhesive strips!)

- D. Are bi-annual Health Inspections for this facility being conducted in a timely manner? YES ☐ NO ☐

If no, please contact your local Health Department to have this inspection completed.

What's the date the last inspection was conducted? _____

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

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

- G. Are all areas of this Food Service establishment and equipment sanitary, neat and orderly? YES ☐ NO ☐

If no, please explain what steps will be taken to ensure this problem is resolved?

Are areas of the Food Service facility secured and safeguarded against theft?

YES ☐ NO ☐

III. TEMPERATURE RECORDING SYSTEM

- A. Do the **Freezer, Cooler** and **Dry Storage** areas contain accurate thermometers? YES ☐ NO ☐

If no, please indicate which area(s) require a replacement thermometer _____

What date was the thermometer replaced? _____

- B. Do all **Freezer** and **Cooler** storage areas have internal thermometers?

YES ☐ NO ☐

If no, what actions will be taken by you or someone in your staff to correct this problem; please explain?

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

- D. Are recording charts maintained for all the storage areas? YES ☐ NO ☐

If yes, indicate which days of the week these are recorded; **Freezer** _____;

Cooler _____; **Dry Storage** _____.

- E. Are the recorded temperatures within the recommended ranges; **Freezer** 0° to -10°; **Cooler** 34° to 40°; **Dry Storage** 50° to 70°? YES ☐ NO ☐

If any of these storage areas are not within the USDA recommended guidelines outlined above what actions and/ or procedures will you take to correct the problem; please explain?

IV. RECEIPT OF DONATED FOODS

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

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

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

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

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

If overages and shortages were noted was the commodity product accepted?
YES ☐ NO ☐

If yes, list the commodity type, quantity and what procedures were taken to resolve this discrepancy, please explain?

NOTE:

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

V. RECORD KEEPING

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

VI. CIVIL RIGHTS COMPLIANCE

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

Superintendent/ Manager's Signature _____ **Date** _____

Food Service Director's Signature _____ **Date** _____



United States Department of Agriculture

AND JUSTICE FOR ALL

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

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To file a program discrimination complaint, a complainant should complete a Form AD 3027, USDA Program Discrimination Complaint Form, which can be obtained online, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:

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

fax:

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

email:

program.intake@usda.gov.

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Para presentar una queja por discriminación en el programa, el reclamante debe completar un formulario AD 3027, Formulario de queja por discriminación del programa del USDA, que se puede obtener en línea, en cualquier oficina del USDA, llamando al (866) 632-9992, o escribiendo una carta dirigida al USDA. La carta debe contener el nombre, la dirección y el número de teléfono del reclamante, y una descripción escrita de la supuesta acción discriminatoria con suficiente detalle para informar al Subsecretario de Derechos Civiles (ASCR, por sus siglas en inglés) sobre la naturaleza y la fecha de la presunta violación de los derechos civiles. La carta o el formulario AD-3027 completado debe enviarse al USDA por medio de:

correo postal:

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

fax:

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

correo electrónico:

program.intake@usda.gov.

Esta institución ofrece igualdad de oportunidades.

CHANGE IN FOOD SERVICE DIRECTOR
DURING THE CONTACT YEAR

Name of Recipient Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Name of Former Food Service Director: _____

Name of New Food Service Director: _____

Email: _____

Effective Date: _____

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

Signature of the New Food Service Director

Date: _____

Return Electronically to Regional Coordinator:

Kentucky Department of Agriculture
Division of Food Distribution
107 Corporate Drive
Frankfort, KY 40601

KY-FD-41A
(Rev 9/19)

CHANGE IN ADMINISTRATOR/SUPERINTENDENT

Name of Recipient Agency: _____

Address: _____

City: _____ State: _____ Zip Code: _____ County: _____

Name of Former Administrator/Superintendent: _____

Name of New Administrator/Superintendent: _____

Email: _____

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 USDA Foods.

Signature of the New Administrator/Superintendent

Date: _____

Return Electronically to Regional Coordinator:

Kentucky Department of Agriculture
Division of Food Distribution
107 Corporate Drive
Frankfort, KY 40601

Ryan F. Quarles
Commissioner



Corporate Drive
Complex
Frankfort, KY 40601
(502) 573-0282

Kentucky Department of Agriculture

September 26, 2020

Ms. Barbara Kincaid, Food Service and Nutrition Director
Boone County Board of Education
8330 US 42
Florence, Kentucky 41042

Dear Ms. Kincaid:

On September 24, 2019, Larry Garriott, Ag Program Coordinator, KY Department of Agriculture, Division of Food Distribution, conducted a review of the USDA Food Program in your central office. School reviews were also conducted at the following schools in your district on the dates indicated:

Ballyshannon Middle 5/7/19 Longbranch Elementary 5/7/19 Cooper High 5/9/18

The scope of these reviews involved: an examination of all agreements and contracts, knowledge of WBSCM, local compliance reviews, DoD/FFAVORS, processing, training, Civil Rights, receipt of USDA Foods, Farm-to-School, storage facilities, storage practices, and other records.

The results of these reviews are detailed in the enclosed reports. You will note there were no discrepancies identified at any of the review sites. These reviews are considered closed.

We want to thank you; as well as your office staff, the lunchroom managers at the schools, and the rest of the food service staff for helping make these reviews a success. If this office may be of further assistance to you, or if you should have any questions, please contact Larry Garriott at 502-229-8490 or Steve Castanis at 502-352-0541.

Sincerely,

Steve Castanis, Branch Manager
Division of Food Distribution

SC/lg
Enclosures



ADMINISTRATIVE REVIEW REPORT OF FINDINGS-(Font 16 Bold)

REVIEW SITE: (Font 14 Bold) (County Name) Schools Central Office-(Font 14 un-bold)

REVIEW CODE: (Font 14 Bold) 052101000-(Font 14 un-bold)

REVIEW DATE: (Font 14 Bold) August 1, 2019-(Font 14 un-bold)

PERSON INTERVIEWED: (Font 14 Bold) (Director's Name), Food Service Director
(FSA Name), Food Service Assistant-(Font 14 un-bold)

[3-Spaces]

AGREEMENTS, CONTRACTS AND RECORDS-(Font 14 Bold)

[2-Spaces]

Observations: - (Font 14 un-bold)

The Permanent Agreement between the State Agency and (County Name) Schools is on file.

All updated attachments are being maintained with the Permanent Agreement. - (Body Font 12 un-bold)

Required records are being held for three years plus the current year.

(County Name) School is not utilizing the services of a commercial food management system.

(Ms. / Mr. FSD Name), Food Service Director, is aware of the proper procedure to order USDA foods via the United States Department of Agriculture WBSCM system.

Ms. / Mr. FSD Name) is aware of how to track entitlement/bonus dollars through the WBSCM system.

(County Name) Schools are participating in the FFAVORS/DOD Program. The district has set aside \$25,000.00 of entitlement for fresh fruits and vegetables. At this time there is only \$1,987.31 left as a balance. These funds will be used up in the spring before the June 30, 2015 deadline.

Any required Policy and Information Memorandums are current and on file. New information has been forwarded to appropriate lunchroom personnel.

This district holds monthly manager's meetings. Any USDA foods updates were discussed at the last session. Training for all employees is conducted at the beginning of each school year.

(Director's Name) is aware of all the information available from our Website.

All records and files are readily available and neatly organized.

CIVIL RIGHTS COMPLIANCE-(Font 14 Bold)

Observations: - (Font 14 un-bold)

The Central Office and cafeteria locations have the "And Justice for All" poster in a prominent place in the facility. The entire Food Service Staff has taken the Civil Rights Training prior to school starting this year.

Cont... - (Font 12 Bold)

PROCESSING - (Font 14 Bold)

Observation: - (Font 14 un-bold)

At this time no USDA Foods are being processed. The district is using the services of Advance/Pierre, Asian Solutions, Brookwood Farms, Conagra, Highliner, Jennie-O, JTM, McCain, Pilgrim's Pride, Red Gold, Schwan's, and Tyson to process bulk commodities into several different end products. The district is using both Net off Invoice and Fee for Service methods of processing. There have been no problems with any of the state approved processors or of their end products.

STORAGE - (Font 14 Bold)

Observations: - (Font 14 un-bold)

USDA Foods are not being stored at any facility other than the state contracted distributor.

During the summer, any remaining USDA foods are being stored in the schools. Cooler and freezer space is utilized for storage of any remaining products and perishables to help prevent loss. Freezer/cooler temperatures are monitored by the Smart Temps Monitoring System. - (Body Font 12 un-bold)

RECORDS - (Font 14 Bold)

Observations: - (Font 14 un-bold)

The Local Compliance Reviews have been completed for the 2015-16 school year. All were done in the month of January 2015. Any discrepancies that were noted have been corrected.

Ms. / Mr. FSD Name) and (FSA Name) Food Service Assistant, are keeping accurate records of foods at the distributor's warehouse. All KY-FD-3 Forms have been completed properly and promptly. Invoices from Reinhart Food Service are on file to show deliveries of allocated USDA foods.

Schools are notified of all upcoming USDA food shipments. Any discrepancies in shipment are to be noted on the distributor's invoice. Managers are to contact (Director's Name) office.

Ms. / Mr. FSD Name) is aware of required procedures regarding the district's role in case of disaster.

If needed, Ms. / Mr. FSD Name) will inform school personnel of any/all food alerts or recalls. There have been none noted regarding USDA foods for this current school year. - (Body Font 12 un-bold)

(County Name) Schools are maintaining written procedures of their district's policy regarding integrated pest management.

Cont... - (Font 12 Bold)

(County Name) Schools - (Font 12 Bold)

052101000

January 29, 2015

Page 3

RECEIPT OF USDA/DoD FOODS - (Font 14 Bold)

Observation: - (Font 14 un-bold)

Regular USDA foods allocated to (County Name) Schools have been received and/or in storage from the state contracted distributor, Reinhart Food Service. Other processed USDA foods are still arriving, or in storage at various state approved processors or other distributors. - (Body Font 12 un-bold)

FARM TO SCHOOL - (Font 14 Bold)

Observation: - (Font 14 un-bold)

Gallatin County Schools is currently participating in the Farm to School Program. Watermelons, cantaloupes, and tomatoes have been purchased from Jones Brother's Farm through Dattilo's Fruit Company. Ms. Sebring is a Kentucky Proud member.

ADMINISTRATIVE REVIEW REPORT OF FINDINGS

REVIEW SITE: Calloway County Schools Central Office

REVIEW CODE: 018101000

REVIEW DATE: October 3, 2019

PERSON INTERVIEWED: Pat Lane, Food Service Director

AGREEMENTS, CONTRACTS AND RECORDS

Observations:

The Permanent Agreement between the State Agency and Calloway County Schools is on file.

All updated attachments are being maintained with the Permanent Agreement.

Required records are being held for three years plus the current year.

Calloway County Schools is not utilizing the services of a commercial food management system.

Ms. Pat Lane, Food Service Director, is aware of the proper procedures to navigate through the United States Department of Agriculture WEBSCM.

Ms. Lane is aware of how to track entitlement/bonus dollars on the WBSCM system.

Calloway County Schools is currently participating in the DoD/FFAVORS Program. Ms. Lane has set aside \$40,000.00 to purchase fresh fruits and vegetables for the 2018-19 school year. At this time, no issues with orders that have been made. Ms. Lane understands that she has until June 30, 2019 to use these remaining funds of \$24,990.55

Any recent Policy and Information Memorandums are current and on file. New information has been forwarded to appropriate lunchroom personnel.

This district holds monthly manager's meetings. Brown Box, DOD, and the next order were discussed at the last session. Training is conducted at the beginning of each school year.

Ms. Lane is well aware of all the information available from our Website.

CIVIL RIGHTS COMPLIANCE

Observations:

The Central Office and cafeteria locations have the "And Justice for All" poster in a prominent place in the facility. The entire Food Service Staff has taken the Civil Rights Training prior to school starting this year.

Cont...

PROCESSING

Observation:

At this time, Ms. Lane is using the services of Schwann's, JTM, National Food Group and Goldkist to process bulk USDA foods into various products. She is currently using both the Fee for Service and Net-Off-Invoice methods of processing. There have been no complaints with any of these state-approved processors or their products.

STORAGE

Observations:

USDA foods are not being stored at any facility other than the state contracted distributor.

During the summer, any remaining USDA foods are being stored in the schools. Cooler and freezer space is utilized for storage of any remaining products and perishables to help prevent loss. Freezer and cooler temperatures are monitored by Smart Temps and the Summer Feeding Staff.

RECORDS

Observations:

The Local Compliance Reviews have been completed for the 2018-19 school year. There were no discrepancies noted involving commodity foods.

Ms. Lane is keeping accurate records of foods at the distributor's warehouse and of those that have already been delivered. All KY-FD-3 Forms have been completed properly and promptly and readily available for review.

Schools are notified of all upcoming USDA food shipments. Any discrepancies in shipment are to be noted on the distributor's invoice. Managers are to contact Ms. Lane.

Ms. Lane is aware of required procedures regarding the district's role in case of disaster.

Ms. Lane will inform school personnel of any/all food alerts or recalls. There have been none noted for this current school year.

This district is maintaining written procedures of their district's policy regarding integrated pest management. Southern Termite has the contract for this school year.

Ms. Lane does an excellent job with the USDA Foods Program. All files are neatly kept and readily available.

Cont...

RECEIPT OF USDA/DoD FOODS

Observation:

USDA foods delivered to Calloway County Schools so far this school year have been received as allocated; and/or in storage at the state contracted distributor. There have been no delivery issues with the distributors, Clark Restaurant Services and Gordon Food Services. There have been no delivery issues with DOD fresh, produce as this review date

FARM TO SCHOOL

Observation:

Calloway County Schools does participate in the Farm to School program using two vendors Calloway County is a Kentucky Proud member.

KY-FD-31
Revised 5/05

KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD DISTRIBUTION

Check One:

Name of R/A:

- ☐ **Technical Assistance**
- ☐ **Special Report**
- ☐ **Program Meeting**
- ☐ **Special Assignment**
- ☐ **Other**

Address of R/A:

County:

Check One: School ☐ RCCI ☐ Institution ☐ CSFP ☐ TEFAP ☐ FMNP ☐
Other ☐

Detailed Explanation:

Recommendations:

Signature of Coordinator:

Date

Total Task Hours:

FOOD DISTRIBUTION TECHNICAL ASSISTANCE REPORT

Check One:

Name of R/A: Mercer County Schools

- ☒ Technical Assistance
☐ Special Report
☐ Program Meeting
☐ Special Assignment
☐ Other

Address of R/A: 961 Moberly Rd.
Harrodsburg, KY

County: Mercer County

Check One: School ☒ RCCI ☐ Institution ☐ CSFP ☐ TEFAP ☐ FMNP ☐
Other ☐

Detailed Explanation:

Mr. Steve Castanis and Jessica Garland, provided NSLP training with new Food Service Director, Mr. Chris Minor. Mr. Minor was given a thorough overview of the NSLP Program. Training topics covered were; disaster planning and inventory procedures, agreements, supplements, compliance reviews, storage, DOD/FFAVORS, receiving shipments, processing, ordering in WBSCM and how to contact GFS. Comparing received USDA Foods in WBSCM reports to GFS Experience, to ensure correct case count accuracy. We also discussed how to run the Entitlement and Summary Reports, how to setup different views in WBSCM and export report files to Excel. Mr. Minor will be working with Ms. Janice Mankovich-Region 5 CAC Leader to help complete his 2019-20 SY USDA Food order Excel spreadsheet. Mr. Minor is to again watch the USDA Food ordering videos and we explained to him how to spread out each of his USDA Food deliveries in WBSCM.

Recommendations:

Watch WBSCM ordering videos and work with Ms. Janice Mankovich-Region 5 CAC Leader to order USDA Foods from CAC spreadsheet and place order correctly in WBSCM.

Signature of Coordinator: Steve Castanis and Jessica Garland

Date: 01/10/2019

Total Task Hours: 4.0

KENTUCKY DEPARTMENT OF AGRICULTURE
DIVISION OF FOOD DISTRIBUTION

Name of R/A:

County:

Date:

NEW FSD ADMINISTRATIVE ASSISTANCE FORM

- 1) Check to see the R/A has a signed copy of the Permanent Agreement on file?
- 2) Has there been a Change in FSD or Superintendent within the last year; if so does the SDA have an Electronic copy on file?
- 3) Assist the FSD in setting up their WBSCM and FFAVORS accounts and how to access, provide them with program instruction such as the You Tube videos and FFAVORS Manuals!
- 4) Has the FSD logged into the Division's NSLP website, aware of the Forms, Manuals, and information available to them-www.kyagr.com?
- 5) Are the Supplements to the Agreements on file or been submitted through the KDA Online Survey Monkey?
- 6) Check to see that the FSD has the required records being held for three years plus the current?
- 7) Explain to the FSD how to track their entitlement/bonus dollars, access Reports, check DOD and order USDA Foods on WBSCM?
- 8) Is the FSD planning to provide training sessions or manager meetings on a regular basis, with notes?
- 9) Are the "And Justice for All" poster displayed in a prominent place within the Board Office and School Cafeterias?
- 10) Does the FSD know if the Food Service Staff has received Civil Rights training?
- 11) Is the FSD planning to Process USDA Foods?
Do they understand how to divert USDA Foods in WBSCM?
Do they understand using NOI vs. FFS?
- 12) Have the District's local Compliance Reviews been completed for each school site, prior to February 1 of each school year; do they know?
- 13) Does the FSD understand how to keep accurate records of USDA Foods in the Distributor's Warehouse?

NEW FSD ADMINISTRATIVE ASSISTANCE FORM

Name of R/A:

County:

Date:

- 14) Does the FSD know about the KY-FD-3 Form and how to request USDA Foods from the Distributor or are they in the GFS region and using the Experience Program?
- 15) Explain to the FSD the method they plan to use in notifying their Managers of upcoming deliveries, will they use the KY-FD-3 Form, email or use a substitute Form?
- 16) Describe the system to follow-up on discrepancies in shipment and deliveries of USDA Foods!
- 17) Go over with the FSD procedures to have in place with their Managers and Cafeteria Workers to properly check USDA Foods and DOD produce for accuracy, quality, storage, overages and shortages!
- 18) Explain to the FSD the importance of having their Managers or Cafeteria Workers check in deliveries, noting and making adjustments to the invoice of any discrepancies in USDA Foods or DOD, prior to the driver leaving!
- 19) Ensure the FSD is having their Managers submitting monthly inventories!
- 20) Describe to the FSD the District's need to have a system in place to identify USDA Foods from Purchased Foods in case a Disaster inventory is requested from the SDA!
- 21) Does the FSD have a copy of the KY School District Disaster/ Emergency Rapid Response Manual and have they read it?
- 22) Show the FSD a copy of the School District Disaster Preparedness Plan and ask them to take the time to answer the questions, in order to formulate a Disaster Response Plan for their District!
- 23) Show the FSD the USDA Foods Complaint Form and Instructions on how complaints are to be handled and what the SDA needs from them in order to file a complaint in WBSCM on their behalf!
- 24) Is the RA participating in the Farm-to-School program? If the RA is currently not participating in the Farm-to-School program, would they be interested?

ADMINISTRATIVE SCHOOL REVIEW

Reference #: _____

Findings: _____

Recipient Agency	Sub-Recipient	Manager

National School Lunch Program	Residential Child Care Institution

A. Storage Facilities

1. Are adequate facilities available for the following?

a. Freezer Storage

Yes ☐ No ☐

b. Cooler Storage

Yes ☐ No ☐

c. Dry Storage

Yes ☐ No ☐

2. Are there sufficient pallets and shelves available?

Yes ☐ No ☐

3. Are foods stacked off the floor and away from walls?

Yes ☐ No ☐

4. Is ventilation and air circulation adequate?

Yes ☐ No ☐

B. Storage Practice

5. Health Department Inspection:

a. Date of last inspection _____

b. Rating Received _____

c. List any discrepancies pertaining to the care and use of USDA foods and corrective action taken. _____

6. Are storage areas clean?

Yes ☐ No ☐

7. Are chemicals and non-food items stored apart from foods?

Yes ☐ No ☐

8. Are there safeguards against theft?

Yes ☐ No ☐

9. Are measures taken to prevent insect and rodent Infestation?

Yes ☐ No ☐

a. Services provided by: _____

b. Date of last treatment: _____

c. Frequency of treatment: _____

10. Do the following contain accurate thermometers?

a. Freezer

Yes ☐ No ☐

b. Cooler

Yes ☐ No ☐

c. Dry Storage

Yes ☐ No ☐

11. Are internal thermometers in place for the following storage areas?

a. Freezer

Yes ☐ No ☐

b. Cooler

Yes ☐ No ☐

c. Dry

Yes ☐ No ☐

12. Are temperature recording charts maintained for:

a. Freezer:

Yes ☐ No ☐

b. Cooler:

Yes ☐ No ☐

c. Dry Storage:

Yes ☒ No ☐

13. Frequency of temperature recording

a. Freezer: _____

b. Cooler: _____

c. Dry Storage: _____

14. Temperature(s) date of review:

a. Freezer: _____

b. Cooler: _____

c. Dry Storage: _____

C. Training:

15. Is the Manager and food service staff receiving
Training and updated information regarding the USDA
Food Distribution Program?

Yes ☐ No ☐**D. Receipt of Donated Foods**

16. Is Manager receiving a copy of the D-3 Form (or a
substitute) prior to delivery of USDA foods?

Yes ☐ No ☐

17. Are copies of the D-3 forms on file?

Yes ☐ No ☐

18. Who is the designated person in charge of receiving
USDA Foods or DOD shipments? _____

19. Is Manager or designated person verifying accuracy
of USDA Foods or DOD shipments at time of delivery?

Yes ☐ No ☐

If so, is designated person inspecting condition and
quality of product? _____

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

21. Has a food recall affected this R/A's USDA foods this
year?

Yes ☐ No ☐

22. Is Manager and food service staff aware of the proper
procedures to follow regarding a Food Recall?

Yes ☐ No ☐

23. Does Manager and staff know how to properly
dispose of out-of-condition foods?

Yes ☐ No ☐**E. Records**

24. Are all records on file for three years plus the
current year?

Yes ☐ No ☐

Comments: _____

ADMINISTRATIVE SCHOOL REVIEW

Reference #: 008101010

Findings: None

Recipient Agency	Sub-Recipient	Manager
Boone County Schools	New Haven Elementary School	Kathleen Rodgerson

National School Lunch Program	Residential Child Care Institution
YES	

A. Storage Facilities

1. Are adequate facilities available for the following?

- a. Freezer Storage
- b. Cooler Storage
- c. Dry Storage

Yes ☒ No ☐
Yes ☒ No ☐
Yes ☒ No ☐

2. Are there sufficient pallets and shelves available?

Yes ☒ No ☐

3. Are foods stacked off the floor and away from walls?

Yes ☒ No ☐

4. Is ventilation and air circulation adequate?

Yes ☒ No ☐

B. Storage Practice

5. Health Department Inspection:

- a. Date of last inspection 4/4/19
- b. Rating Received 100%
- c. List any discrepancies pertaining to the care and use of USDA foods and corrective action taken. NONE

6. Are storage areas clean?

Yes ☒ No ☐

7. Are chemicals and non-food items stored apart from foods?

Yes ☒ No ☐

8. Are there safeguards against theft?

Yes ☒ No ☐

9. Are measures taken to prevent insect and rodent Infestation?

Yes ☒ No ☐

- a. Services provided by: ROSE PEST SOLUTIONS
- b. Date of last treatment: WEEK OF APRIL 8, 2019
- c. Frequency of treatment: MONTHLY

10. Do the following contain accurate thermometers?

- a. Freezer
- b. Cooler
- c. Dry Storage

Yes ☒ No ☐
Yes ☒ No ☐
Yes ☒ No ☐

11. Are internal thermometers in place for the following storage areas?

- a. Freezer
- b. Cooler
- c. Dry

Yes ☒ No ☐
Yes ☒ No ☐
Yes ☒ No ☐

12. Are temperature recording charts maintained for:

- a. Freezer:
b. Cooler:
c. Dry Storage:

Yes ☒ No ☐
Yes ☒ No ☐
Yes ☒ No ☐

13. Frequency of temperature recording

- a. Freezer:
b. Cooler:
c. Dry Storage:

M-F PLUS EVERY 15 MIN BY SMART TEMPSM-F PLUS EVERY 15 MIN BY SMART TEMPSM-F PLUS EVERY 15 MIN BY SMART TEMPS

14. Temperature(s) date of review:

- a. Freezer:
b. Cooler:
c. Dry Storage:

03669**C. Training:**

15. Is the Manager and food service staff receiving Training and updated information regarding the USDA Food Distribution Program?

Yes ☒ No ☐**D. Receipt of Donated Foods**

16. Is Manager receiving a copy of the D-3 Form (or a substitute) prior to delivery of USDA foods?

Yes ☒ No ☐

17. Are copies of the D-3 forms on file?

Yes ☒ No ☐

18. Who is the designated person in charge of receiving USDA Foods or DOD shipments?

KAY RODGERSON

19. Is Manager or designated person verifying accuracy of USDA Foods or DOD shipments at time of delivery?

Yes ☒ No ☐

If so, is designated person inspecting condition and quality of product?

YES, NO ISSUES WITH EITHER

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

NOTED ON INVOICE, CONTACT FSD'S OFFICE

21. Has a food recall affected this R/A's USDA foods this year?

Yes ☐ No ☒

22. Is Manager and food service staff aware of the proper procedures to follow regarding a Food Recall?

Yes ☒ No ☐

23. Does Manager and staff know how to properly dispose of out-of-condition foods?

Yes ☒ No ☐**E. Records**

24. Are all records on file for three years plus the current year?

Yes ☒ No ☐Comments: NO AREAS OF CONCERN. VERY CLEAN AND ORDERLY.

ADMINISTRATIVE REVIEW REPORT OF FINDINGS

REVIEW SITE: New Haven Elementary School

REVIEW CODE: 008101010

REVIEW DATE: May 8, 2019

PERSON INTERVIEWED: Kathleen Rodgerson, Lunchroom Manager
Barbara Kincaid, Food Service Director

STORAGE FACILITIES

Observations:

Adequate dry, freezer and cooler storage is available.

All foods are stored off the floor on pallets and/or shelves.

Ventilation and air circulation is adequate.

All storage areas are very clean and orderly.

STORAGE PRACTICES

Observations:

The most recent Health Department Inspection is on file. This cafeteria site received a rating of 100% on April 4, 2019. No discrepancies were noted regarding USDA foods.

Chemicals and non-food items are stored apart from foods.

There are safeguards against theft.

Rose Pest Solutions is taking measures to prevent insect and rodent infestation. They inspect and/or treat on a monthly basis. Their last visit was during the week of April 8, 2019. There is no evidence of insect/rodent activity.

All food storage areas contain accurate thermometers. Internal thermometers are in place for the freezer, cooler and dry storage areas.

Temperature recording charts are maintained for all food storage areas. Temperatures are checked and recorded manually Monday through Friday in all food storage areas. Temperatures are also monitored throughout every day in the freezer, cooler and dry storage areas by the Smart Temps Monitoring System.

All temperatures are in acceptable ranges.

Cont...

TRAINING

Observation:

Ms. Kathleen Rodgerson, Lunchroom Manager, and the food service staff receive training and updated information from Ms. Barbara Kincaid, Food Service Director, and her office staff. The District convenes monthly for managers' meetings. Training is conducted at the beginning and end of each school year.

RECEIPT OF USDA/DoD FOODS

Observations:

Ms. Rodgerson receives copies of KY-FD-3 forms prior to delivery of USDA foods.

All copies of KY-FD-3 forms are on file. Delivery invoices are readily available to document accurate deliveries.

Ms. Rodgerson is the person in charge of receiving USDA/DoD shipments.

USDA/DoD shipments are verified for accuracy at the time of delivery. If discrepancies in shipment occur, Ms. Rodgerson will note on the distributor's invoice and contact the Food Service office. There have been no major USDA/DoD delivery issues this school year.

Ms. Rodgerson is inspecting the condition and quality of products. All USDA foods have arrived in acceptable condition. According to Ms. Rodgerson, most all DoD fresh produce has arrived in acceptable condition.

No USDA food alerts or recalls have affected this school site for this current school year. Ms. Rodgerson and the food service staff are aware of the proper procedures to follow should a food alert or recall occur.

Staff knows how to properly dispose of out-of-condition foods.

RECORDS

Observation:

All records are on file for the current year plus the past three years.

CIVIL RIGHTS

Observations:

The "And Justice for All" poster is posted in prominent places in the facility.

All food service staff have received Civil Rights training.

Month: _____

Dry Storage Log ☐
(50°F to 70°F)

[illegible]

Cafeteria Managers Responsibilities:

USDA Food Storage Requirements:

- Maintain Proper Storage Temperatures
 - Freezer (-10 F. to 0 F.)
 - Cooler (35 F. to 41 F.)
 - Dry (50 F. to 70 F.)
- Temperature Recording Charts
- Internal Thermometers
- Recommend USDA Foods Stored Separate For Disaster Reporting
- Protection of Food in Storage
 - Food Stored off Floor and Away from Wall
 - Minimum of 6 inches off floor either on pallets or shelves
 - Keep food away from wall for proper air circulation
 - Keep Storage Areas Clean
 - FIFO – First-In, First-Out; All foods should be stacked so that the foods with the oldest pack dates are in front or on top, and are used first.
 - Stacking – Stacks of food, should not be so high, as to cause bursting or crushing of the bottom layers. Foods should not be stacked near sources of steam or heat.
 - Foods should be checked regularly for signs of deterioration.
 - Food should be stored in an area that secures it from theft.
 - SFA shall be required to implement an integrated pest management program with a primary goal of controlling dangerous and destructive pests with the judicious use of pesticides. Regulations 302 KAR 29.050.12.
- Keep Chemicals & Cleaning Supplies Separate from Food

Receiving USDA Foods:

- Manager Receives D-3 Form from FSD Prior to Food Delivery
- Manager Checks in USDA Food Delivery Against the D-3 Form for Accuracy of Physical Delivery and Compares Invoice (Any Overages or Shortages are to be noted on the Invoice and All Discrepancies are Reported to the FSD)
- Manager Inspects USDA Food for Damages and Quality (Any/All Suspect Foods will Not be Accepted)

USDA Food Storage Requirements:

- Any/All USDA Foods Found to be Damaged or Out of Condition, Shall Be Reported to FSD & Properly Disposed of by Pouring Bleach over the Exposed Product before Discarding
- Any USDA Foods Not Noted on the D-3 Form are Not to Be Accepted

Records & Reports:

- Health Department Inspection Form Shall be Displayed in Public View (DFS-208)
- Verification or Record of Last Pest-Control Application (Name of Company and Frequency)
- All Records Shall be Maintained Three Years and The Current.
- "Justice For All" Shall Be Displayed at All Times and in Public View
- Civil Rights Contact Information is Located on Poster in Case of Complaint (See Civil Rights Instructions FNS-113)

RECOMMENDATIONS FOR DELIVERIES AND ACCEPTANCE OF USDA-DOD 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!

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

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

MEATS:

Meats are your most expensive purchases, so they are very important as well to inspect! First make certain the count matches that on the invoice for that product; next check each box to ensure you received the product you ordered! Now check the product itself, is it frozen? Also check to make sure it is not freezer burned and the color is right for that product; Example: Let's say you ordered center-cut Pork Chops, however you open the box and notice you have a mix of center-cut and end-cuts in the box, many companies are notorious for taking advantage of uninformed customers, these should be immediately returned and adjusted on the invoice. Another thing company's do is put more fat in the Ground Beef, than what you ordered and cut shaved ice into the meat a practice known as "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.

EGGS, DAIRY AND CHEESE:

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

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.

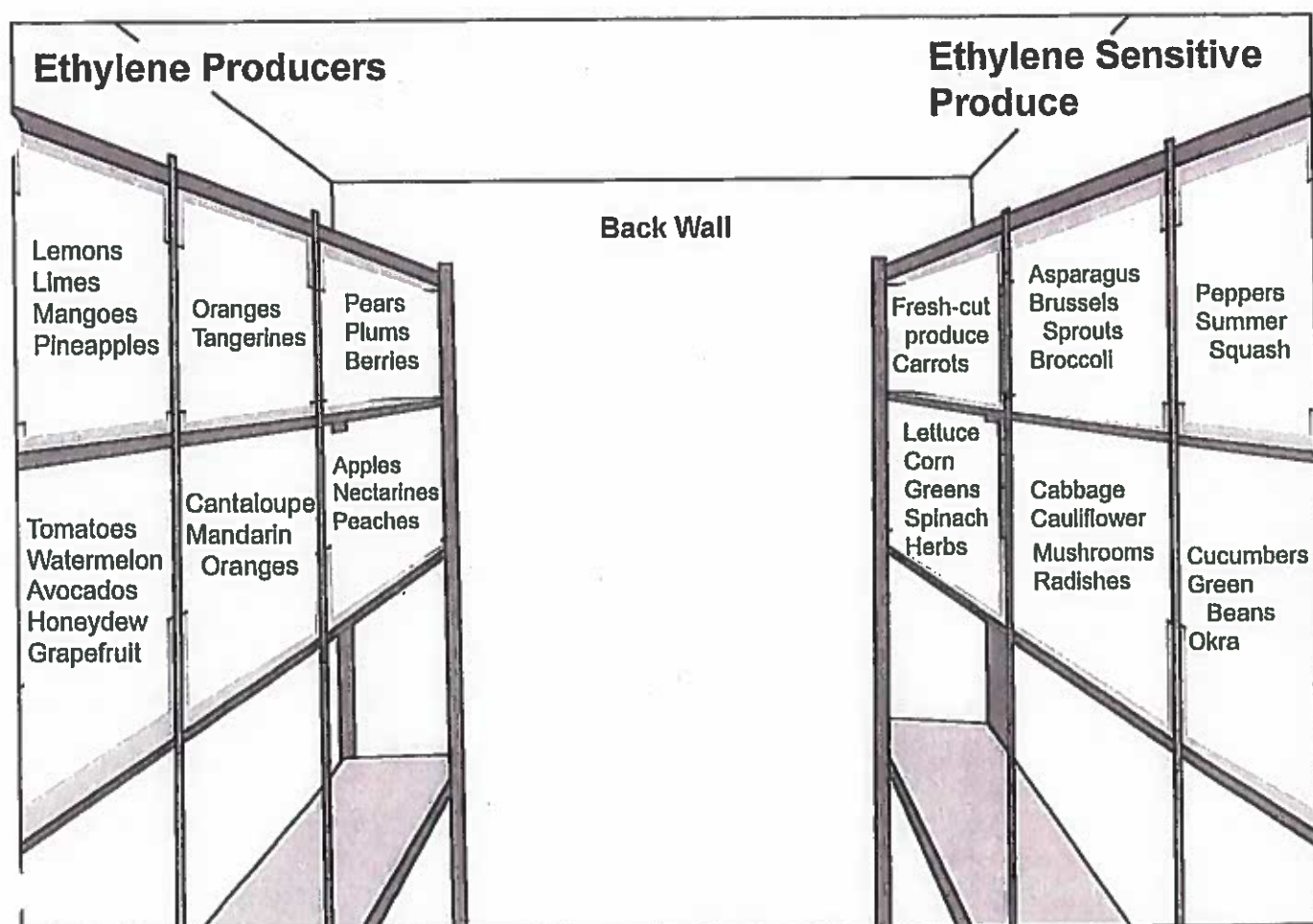
These items should not be refrigerated. Store ideally between 60 °F and 70 °F.

Bananas

Sweet Potatoes

Potatoes

Dry Onions



Walk-in Refrigerator



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

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

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

Storage Basics

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

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

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

Use ready-to-eat foods as soon as possible. Refrigerated ready-to-eat foods such as luncheon meats should be used as soon as possible. The longer they're stored in the refrigerator, the more chance *Listeria*,

a bacterium that causes foodborne illness, can grow, especially if the refrigerator temperature is above 40° F (4° C).

Be alert for spoiled food. Anything that looks or smells suspicious should be thrown out. Mold is a sign of spoilage. It can grow even under refrigeration. Mold is not a major health threat, but it can make food 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 immediately.
- 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. **FDA**

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 Sign up for free e-mail subscriptions at www.fda.gov/consumer/consumernews.html

USDA Recalls/Alerts and Holds:

Roles and Responsibilities

Purchasing and distributing USDA Foods is a collaborative partnership between federal agencies, state agencies, and RAs, as well as processors and distributors. Each stakeholder has important roles and responsibilities related to holds and recalls of USDA Foods, as summarized below.

Federal Agency

The USDA Food and Nutrition Service has the following required roles and responsibilities related to USDA Foods holds and recalls:

- Notify the state agency directly about a recall involving USDA Foods as quickly as possible, usually within a few hours of receiving the alert
- Provide the state agency with product identification information to help track the affected product, which may include the vendor name, contract number, sales order number, purchase order number, ship-to city, and quantity
- Contact processors that received recalled bulk product directly from the USDA to alert them to the recall
- Provide instructions—in consultation with the responsible regulatory agency, procurement agency, and vendor—to the state agency on product disposition and the reimbursement process for expenses related to the recall

State Agency

KDA has the following required roles and responsibilities related to USDA Foods holds and recalls:

- Contact RAs by e-mail as soon as possible, but within 24 hours, after receiving a recall notification
- Provide identification information to track the product and instructions on removing and isolating the affected food.
- Confirm RA receipt of the notification, to the extent possible
- Provide specific product disposal instructions to RAs
- Direct approved in-state processors to isolate affected USDA Foods and determine:
 - The amount of recalled product remaining in storage
 - The location and amount of product delivered to RAs
- Provide all required forms to the RAs, processors, and distributors
- Compile inventory data from RAs, processors, and distributors and submit the data to the USDA
- Collect recall reimbursement claims and destruction verification forms from RAs, processors, and distributors to submit to the USDA
- Reimburse RAs after receiving the electronic funds transfer from the USDA through the apportionment process, within 90 days or upon receiving Budget Authority

Recipient Agencies

RAs have the following roles and responsibilities related to USDA Foods holds and recalls:

USDA Recalls/Alerts and Holds:

Required

- Update records whenever contact information changes
- Notify all school and vended sites of a recall immediately, ideally within 24 hours, and ensure that the affected product(s) are isolated and labeled to avoid accidental use
- Identify the locations of the affected product(s) and verify that the product(s) have the correct product identification codes
- Contact distributors and processors to determine if they received any USDA Foods affected by the recall, if applicable
- Conduct an inventory assessment, ideally within 48 hours, and determine the amount of recalled product:
 - Served
 - Remaining in stock at schools, warehouses, and distributors
 - Further distributed to program participants
 - Redirected for further processing (backhauled)
 - Follow applicable destruction/disposal instructions provided by SDA
 - Submit a Destruction Verification and Reimbursement Form and back-up documentation within the required timeframe

Disposal: The local and state regulations are the guidelines you will need to follow, once the vendor has authorized any disposal. With USDA foods, the vendor has the contractual option to pick up any foods. Past scenarios have varied based on volume of disposal. For smaller amounts that could be blended into existing dumpster on site, two individuals would witness the destruction of the cases. Most would open cases up in the dumpster and adulterate with bleach and or blue dye, to avoid any scenario where this product would be reclaimed by someone dumpster diving, repackaging and selling at a local flea market.

Recommended (Risk if Not Followed or Implemented)

- Implement written procedures for staff to follow in the event of hold or recall
- Maintain a hold and recall contact list for serving sites and other recipients and verify contacts annually (the list should contain two recall contacts per site)
- Maintain a hold and recall contact list for distributors and processors and verify the list annually

Processors

Processors have the following roles and responsibilities related to USDA Foods holds and recalls:

Required

- Implement recall procedures
- Maintain up-to-date hold and recall contact information
- Identify and isolate all food items produced from the affected USDA Foods immediately upon notification of a recall
- Contact the SDA, RAs, and distributors that received affected product immediately, ideally within 24 hours

USDA Recalls/Alerts and Holds:

Required

- Provide specific product identification information to the RAs, and distributors to help them identify affected products
- Conduct an inventory assessment, ideally within 48 hours, of affected product to determine:
 - End products made from bulk USDA Foods
 - End products shipped
 - Remaining USDA Foods in stock, in raw and processed forms
- Compile information received from distributors regarding the quantity of product remaining at the distributor and the quantity of product shipped to each RA
- Submit inventory assessment information to the SDA on a Recall Response Form
- Follow applicable destruction/disposal instructions provided by the SDA
- Submit a Destruction Verification and Reimbursement Form and back-up documentation to the SDA (and the USDA if a national processor) within the required timeframe

Recommended (Risk if Not Followed or Implemented)

- Maintain documentation confirming that the SDA, RAs, and distributors received the recall message
- Notify the SDA, RAs, and distributors that did not receive affected products about the recall and confirm that they are not affected

Distributors

Distributors have the following roles and responsibilities related to USDA Foods holds and recalls:

Required

- Identify and isolate affected products immediately upon notification of a recall
- Contact the SDA and RAs that received affected product directly and immediately, ideally within 24 hours
- Provide information to the processor regarding the quantity of end products in storage and the amount shipped to individual RAs and other recipients
- Conduct an inventory assessment, ideally within 48 hours, of affected product to determine the amount:
 - Shipped
 - Remaining in stock
- Submit inventory assessment information to the SDA on a Recall Response Form
- Follow applicable destruction/disposal instructions provided by the SDA
- Submit a Destruction Verification and Reimbursement Form and back-up documentation to the SDA within the required timeframe

Recommended (Risk if Not Followed or Implemented)

- Implement recall procedures
- Maintain up-to-date hold and recall contact information in agreements with the SDA
- Maintain documentation confirming that RAs received the recall message

USDA Recalls/Alerts and Holds:

In the event of an actual hold or recall of USDA Foods, the SDA will provide more specific instructions and all required forms to affected entities.

USDA Food Safety Unit by e-mail at foodsafety@fns.usda.gov.

<http://www.fns.usda.gov/food-safety/hold-and-recall-procedures>.



USDA FOODS RECALL PREPAREDNESS & RESPONSE CHECKLIST STATE DISTRIBUTING AGENCY RESPONSIBILITIES

State Distributing Agency (SDA): Agency that administers one or more USDA nutrition assistance programs in a state; also referred to as the State Agency.

Prior to a recall

- ☐ Have recall procedures in place.
- ☐ Ensure all State Agency staff is aware of, and trained, in recall procedures.
- ☐ Assign a State Food Safety Coordinator and an alternate. Ensure their name, title, and contact information is updated annually in Web Based Supply Chain Management (WBSCM). Contact information should be provided for 24 hour access to speed the notification process.
- ☐ Designate at least two food safety contacts at each of the State's recipient agencies (RAs).
- ☐ Establish a notification system for food safety contacts at RAs. SDAs may use the free, USDA provided, State Emergency Notification System (SENS), or another communication system/method of their choosing. The system effectiveness should be verified at least annually.
- ☐ Become familiar with State or local requirements for solid waste disposal. Information on proper methods of disposal must be obtained from state or local agencies responsible for environmental protection and/or solid waste regulations.

Upon notification of a recall

- ☐ Contact RAs as soon as possible, but within 24 hours or less, after receiving recall notification. To the extent possible, SDAs should confirm receipt of the notification by RAs to ensure the message was received and understood.
 - Be sure to provide product identification information needed by RAs to track the product.
 - Provide instructions on handling the affected food, as directed by FNS.
 - Provide specific product disposal instructions, as directed by FNS, based on state/local solid waste regulations.
- ☐ Contact the in-state processors and state contracted distributors, directing them to handle the affected product, as directed by FNS.
- ☐ Instruct RAs, processors, or distributors to provide the SDA, within a directed timeframe:
 - The location and amount of recalled product remaining in storage.
- ☐ Compile inventory data provided from RAs, processors, or distributors. Submit data to FNS on the WBSCM recall response form, in accordance with FNS instructions.

After a Recall

- ☐ Complete recall reimbursement claims paperwork, and submit to FNS.
- ☐ Conduct an "after-action" meeting to discuss what went right and lessons learned.

Resources

- [Responding to a Food Recall](#)
- [FNS Office of Food Safety](#)
- [WBSCM](#)
- [SENS](#)
- [USDA Commercial Food Recalls](#)
- [FDA Commercial Food Recalls](#)



USDA FOODS RECALL PREPAREDNESS & RESPONSE CHECKLIST

RECIPIENT AGENCY RESPONSIBILITIES



Recipient Agencies (RA): Agencies authorized to receive USDA Foods for distribution to eligible recipients, for use in meals served to eligible recipients, or for distribution to other recipient agencies in accordance with an agreement with a State Distributing Agency. A School Food Authority is an example of a recipient agency.

Prior to a recall

- ☐ Have recall procedures in place.
- ☐ Ensure all Recipient Agency (RA) staff is aware of, and trained, in recall procedures.
- ☐ Assign a food safety coordinator and an alternate. Ensure their name, title, and contact information is provided to the State Distributing Agency (SDA). Contact information should be provided for 24 hour access to speed the notification process.
- ☐ If the RA further distributes food, maintain a contact list for RA serving sites, distributors, and other recipients. It must be possible to trace recalled food to the final recipient.

Upon notification of a recall

- ☐ If the RA further distributes food, notify all sites about the recall as soon as possible. To the extent possible, RAs should confirm receipt of the notification by sites to ensure the message was received and understood.
 - Be sure to provide product identification information needed by sites to track the product.
 - Provide instructions on handling the affected food as directed by the SDA.
 - Provide specific product disposal instructions if directed by the SDA.
- ☐ Find and isolate the affected product and label "DO NOT USE" to avoid accidental use.
- ☐ Conduct an inventory assessment, ideally in 48 hours or less, of affected product:
 - Amount remaining in stock and location (school, warehouse, distributor).
 - Further distributed to program participants.
 - Redirected for further processing.
- ☐ Submit the inventory assessment information to the SDA within the directed timeframe.
- ☐ Follow applicable storage/destruction/disposal instructions provided by the SDA.

After a Recall

- ☐ Conduct, or participate in, an "after-action" meeting to discuss what went right and lessons learned.

Resources

- [Responding to a Food Recall](#)
- [FNS Office of Food Safety](#)
- [Handling a Food Recall SOP](#)
- [USDA Commercial Food Recalls](#)
- [FDA Commercial Food Recalls](#)



New FSD – Gaining Access to WBSCM

- 1) Go to <https://identitymanager.eems.usda.gov/registration/selfRegistrationForm.aspx?level=1>
- 2) Fill in required fields as instructed.
- 3) Passwords must be 12-24 characters in length, contain AT LEAST one of the following: number, lower-case letter, upper-case letter and special symbol. Of course, you can use more than one in each category.
- 4) Answers to security questions are case-sensitive. (ex: "mickey mouse" is not the same as "Mickey Mouse")
- 5) Click "Continue"
- 6) At the "Step 2 of 4" screen, verify your submitted information and ensure it is correct. If something isn't correct, you may click "Edit" to make changes.
- 7) Once all information is verified to be correct, click "Submit"
- 8) The screen at "Step 3 of 4" is notification of successful account creation. Read this information and follow the instructions as they appear. It is recommended to print this page for your records.
- 9) A confirmation email should be received from eAuthHelpDesk@ftc.usda.gov. Open this email.
- 10) Follow the instructions in this email exactly. Wait 10 minutes from the receipt of that email before clicking "ACTIVATE MY ACCOUNT" in step 2 of that email. This email will also have instructions for help, should something go awry during this part of the process.
- 11) Once you click the "ACTIVATE MY ACCOUNT" link, you will be taken to the "Step 4 of 4" screen. This is simply verification of your account being activated. NOTE: there will be additional information on this screen; it is FYI if you run into issues in the future.
- 12) After you have reached "Step 4 of 4," email KDA to have a WBSCM account set up on your behalf. Include the following information in that email: First and Last name, Phone #, Fax #, work email address, work street address, city and ZIP.
- 13) KDA will then set up a profile for you in WBSCM. You will then receive an email from WBSCM with further instructions on signing into your account for the first time.
- 14) Upon receipt of the email from WBSCM confirming your account has been created, you will click the link under step 2 of that email. This should bring you to the login page.
- 15) At this page, you will log in using the username and password you created for your eAuthentication account in #2 & #3 of this document.

Operations, Reports, and other tabs are 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" lists
- 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 logoff of WBSCM and log back in before the new tabs will appear.

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**”!

LOGGING ON TO WBSCM

1. Enter <https://portal.wbscm.usda.gov> in the address bar of your internet browser.
 - It should be noted that, as of 6/1/2011, USDA recommends the use of Internet Explorer 7.0 for browsing WBSCM. Updates for compatibility of later IE versions is forthcoming.
2. Click "I Agree" button at the bottom of the page.
3. Enter your "User ID" and "Password" into the blank fields.
4. Click the "Login" button

CHECKING YOUR ENTITLEMENT BALANCE IN WBSCM

1. Click on the "Reports" tab at the top of the page (*tab will be in blue*).
2. Click the "Entitlement Management" folder in the "Detailed View" section.
3. Click on the "Entitlement/Bonus Summary Report".
4. Complete the fields in the form and click the "Execute" button.
5. To print PDF output or export to Excel, you may click the corresponding buttons. *Note: Your computer and internet browsers security settings may require you to resubmit the form in order to complete step 5.*

SEEING ALLOCATED USDA FOODS & ENTITLEMENT DRAWDOWN

1. Click on the "Reports" tab at the top of the page (*tab will be in blue*).
2. Click the "Entitlement Management" folder in the "Detailed View" section.
3. Click on the "RA Entitlement/Bonus Detail Report".
4. Complete the fields in the form and click the "Execute" button.
5. To print PDF output or export to Excel, you may click the corresponding buttons. *Note: Your computer and internet browsers security settings may require you to resubmit the form in order to complete step 5.*
6. Your Allocated USDA Foods may not list on one page alone. You may have to click the paging arrows at the bottom of the report page.

SEEING WHAT YOU REQUESTED

1. Click on the "Reports" tab at the top of the page (*tab will be in blue*).
2. Click the "Requisition Status Report" link in the "Detailed View" section.
3. Complete the fields in the form and click the "Execute" button.
4. To print PDF output or export to Excel, you may click the corresponding buttons. *Note: Your computer and internet browsers security settings may require you to resubmit the form in order to complete step 5.*
5. Your Requested USDA Foods may not list on one page alone. You may have to click the paging arrows at the bottom of the report page.

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.).
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).

ORDERING USDA FOODS IN WBSCM

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.

WBSCM Resources

- WBSCM Help tab
 - Work instructions, job aids, course materials, release notes
- WBSCM Training Environment (NTRN)
- WBSCM Help Desk
 - WBSCM.servicedesk@CACI.com
 - 877-WBSCM-4U
 - Hours: 8:00am-6:00pm ET
- FNS website
 - <https://www.fns.usda.gov/usda-fis/wbscm-information>

WBSCM 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 (always the latter year of the school year - i.e. 2019 for the 2018-2019 SY).
3. RA Customer # - your schools' identification number, also known as Business Partner ID (*BP ID*).
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 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 into (Kentucky is located in region 03 – 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 (usu. Direct Delivery to distributor; Processing Diversions to processor/manufacture).
10. Region – refers to the state 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 – 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#. 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 requests by the user. These identify specific information used to log users' requests and reports.

WBSCM DELIVERY STATUS CODES

WBSCM Status Codes	Definition
Applied	Re-donations, Redistributions, Entitlement Increments and Decrements have occurred on an order.
Cancelled	Requisition / Sales order has been cancelled and cannot be reinstated.
Ready for Approval	Requisition order has been created & submitted to SDA for purchase but has not been approved by the SDA.
Returned by SDA	Requisition order has been returned by SDA to the Co-op for changes.
Approved by SDA	Sales Order has been rolled up and consolidated from RA/SDA and has been submitted to FNS for purchase.
Approved by SpAgency	FNS has approved the Sales Order for purchase.
Returned by AMS/FSA	Sales Order has been returned by AMS to make changes such as PO MOD destination changes, unpurchased orders etc.
On Invitation	Sales Order that has been placed on an invitation for solicitation (to receive bids). Changes cannot be made until the order has been purchased/awarded or unpurchased.
Purchased	Sales Order that has been fully purchased by AMS and is on a contract and has been awarded.
Order Received	Sales Order that has been received by customer (state) and it has been receipted and entered into the system.
Resubmit to AMS/FSA	Sales Order that has been resubmitted to AMS usually after FNS has updated a destination change.

WBSCM ORDERING INSTRUCTIONS FOR BROWN BOX

ORDERING INSTRUCTIONS FOR BROWN BOX (DIRECT DELIVERY) IN WBSCM

Processing - Notes:

If a District primarily orders processed items, the District should place their Processing Diversions, prior to ordering their "Brown Box" items. This will prevent the District from running out of Entitlement funds before their Processing Diversions have been placed in the system.

Processing diversions "MUST" be shipped to the appropriate Processor, (NOT DISTRIBUTOR)!

Ordering Step Instructions for Brown Box Direct-Delivery in WBSCM:

Log into WBSCM – Submit order from the Home Page

Next-Click on the "Operations Tab", located on the Navigation Bar- A Drop Down "Detailed Navigation" menu will appear, scroll down and click the "Order Management" tab (Default will be "Domestic Order Entry), however drop down and click next tab ("+ Direct Delivery")

Next: Look over in the "Navigation Screen" and start a "Shopping Cart"- See Click HERE, to start an order, then first thing - set the default delivery setting to your "Distributor" within your region, such as: GFS, where your product will be delivered, always Click ("Update Cart") when making a change!

Now look down below and click ["Add More to Order"], this will open the "Product Ordering Catalog" - click "NSLP", "+Direct Delivery", then you will see the categories listed, such as: Meats, Vegetables, Dairy, Poultry etc. These products will be based on what is offered by your CAC region and Distributor.

Then click "Entitlement", which is right under the selected category, you will then see the products that are available, for example: click on Products offered and, then will appear a delivery date/s select box; Now spread your cases of Brown Box over the delivery periods listed, then click "Move to Cart", view cart will change at top of the "Navigation Screen and update. Now you can enter more items and quantities and again click "Move to Cart", and again you see the view cart will change and the dollar amount. Do not order Brown Box and Processing within the same orders! Then once finished again click view cart and now it takes us to "View Cart", you will notice that your delivery destination is blank. If you are concerned click the ^ arrow in the Header and it will expand the items in your Cart, this will expand each individual line item and now you can view default destination location.

Now double check your information for each product, ensuring correct quantities, description, delivery dates and prices. Make sure it says "Ready for Approval", under view status, this will be by default. If it says "Draft", we will not be able to see them in WBSCM, where we can roll them up.

If you want to delete an item just click the v mark under the "Trash Can" and click update. At this point you can add more to your order, always click "update" anytime you make a change to your order. Once you have everything in your cart, click the "Order" button and a box will appear asking "Do you really want to send this order", if so click "OK". Next pay special attention to the "confirmation receipt" and check your line items to ensure your products and their destinations are correct.

Processing Cheat Sheet

What is Further Processing of USDA Donated Foods?

Further Processing of USDA Donated Foods (also known as commodity processing) is an option given by USDA for RAs to use 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 (Tyson, Gold Kist, and Kings Delight) to turn into nuggets, patties or other product. The RA can then purchase those end products with a discount for the commodity 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 USDA Foods?

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 USDA Foods 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 food into an end product. Ingredients, labor, recipe development, etc. all contribute to that overhead.
- If I divert USDA Foods to a manufacturer and my distributor stops carrying their products, can I move my pounds to another manufacturer? Typically, no. However, other potential options can be explored and the same end result achieved, in some instances. This would be reviewed on a case-to-case basis. Please contact KDA for further guidance in this situation.

Processing Cheat Sheet

What is Further Processing of USDA Donated Foods?

FAQs

- **If I forget to divert USDA Food to a manufacturer by the “Orders Due By” date, can I still divert pounds to them?** On a case-by-case basis, this can possibly be done. Sometimes, KDA purchases commodity to be placed into a state account with a manufacturer. If pounds are available in the state account, some can be transferred to your district with that company. Contact KDA for further assistance.
- **How do I find contact information for state approved manufacturers?** You may check that information on KDA’s website.
- **What is the difference between NOI and Fee for Service?** NOI is short for “Net off Invoice”. Products ordered through NOI are purchased as normal commercial products with a discount for the value of commodity in the product. Fee for Service products are ordered as separate end products that are unique to the USDA Foods Further Processing program and are billed/priced as overhead costs only.
- **Should I use NOI or Fee for Service?** This question is determined by what works for your district. Both forms of value pass through system have their advantages and drawbacks. Contact KDA for further guidance.



Division of Food Distribution
Further Processing Fact Sheet
June 2016

What is USDA Foods further processing?

USDA Foods further processing allows state distributing agencies and school districts to contract with commercial food processors to convert raw and/or bulk USDA Foods into a variety of convenient, ready-to-use end products.

USDA Food further processing provides industry the opportunity to market its finished products while schools have the opportunity to receive a wider variety of end products that meet individual district needs and local flavor profiles.

What foods are available for further processing?

At least 70 products are reprocessed. Products that are most often reprocessed are:

<u>Basic USDA Foods</u>	<u>Processed End Products</u>
Pork	Cooked crumbles, shredded pork
Beef	Charbroiled patties, crumbles, meatballs
Eggs	Egg patties, breakfast burritos
Chicken	Chicken breast strips, nuggets, patties
Turkey	Deli slices, turkey crumbles
Mozzarella, Tomato Paste	Pizza, calzones
Potatoes	Oven fries, wedges, tots

How many processors have processing agreements in the state of Kentucky?

Over 50 processors

Who is eligible to participate in further processing?

State distributing agencies and recipient agencies, such as school districts, are eligible.

What is the value of the foods processed under USDA Foods processing agreements in Kentucky?

In SY 2016, approximately \$9 million worth of USDA Foods were diverted by school districts for further processing.

How does the USDA Foods value get passed on to the recipient agency?

Processors entering into these types of agreements must ensure that the full value of the USDA Foods contained in the finished products is returned to the recipient agency by:

- (a) discounting the normal commercial price of a product;
- (b) paying a refund to the school, or
- (c) charging a fee for service for converting the USDA Foods.

For more information:

Garrick L. Howell
 Ag Program Coordinator
garrick.howell@ky.gov
 502-782-9222

WBSCM ORDERING INSTRUCTIONS FOR PROCESSED FOODS

Processed Foods-(Diversion):

If a District primarily orders processed items, the District should place their Processing Diversions, prior to ordering their Brown Box items. This will prevent the District from running out of Entitlement funds before their Processing Diversions have been placed in the system.

Note: Processing diversions “MUST” be shipped to the appropriate Processor, (NOT DISTRIBUTOR)!

Ordering Step Instructions for Processing Diversions in WBSCM:

Log into WBSCM – Submit order from Home Page

Next-Click on the “[Operations Tab](#)”, located on the Navigation Bar- A Drop Down “[Detailed Navigation](#)” , menu will appear, scroll down and click the “[Order Management](#)” tab (Default will be “Domestic Order Entry”), however drop down and click next tab (“[Processing Diversion](#)”).

Next: Look over in the “[Navigation Screen](#)” and start a “[Shopping Cart](#)”- See Click [HERE](#), to start an order, then first thing - set the default delivery setting to the “[Processor Company](#)” that your product will be processed with, such as: [JTM](#), [Red Gold](#), [Brookwood Farms](#) etc.

Then look down below and click [[“Add More to Order”](#)] , this will open the “[Product Ordering Catalog](#)” click “[NSLP](#)” , “[Processing Diversion](#)”, then you will see the categories listed, such as: [Meats](#), [Dairy](#), [Poultry](#) etc., then click “[Entitlement](#)” , you will then see the products, that are available, for example: click on [Picnic Pork](#), [Beef Ground](#), [Bnls. Leg Roast](#) etc., then will appear a delivery date/s select box.

Processing diversions are different than Brown Box, since we are ordering in “Pounds” ([Do Not Spread Your Product Pounds over the Delivery Dates](#)), The Product ordering Specialists, will handle this by contacting the Processors and talking with USDA to try and figure out the best delivery date options for your District.

If you are a very large District and can order full truck loads, enter in 40,000lbs into the delivery date section, say if you needed (3) Trucks, you would enter the 40,000lbs into (3) different delivery periods! If not enter in your Pounds and “[Move to Cart](#)”, view cart change at top of the “[Navigation Screen](#) and update.

Now if we have entered multiple items into the Cart, you can send to multiple destinations (“[Processing Companies](#)”), click “[View Cart](#)” , which will update, now click the ∨ (Down Arrow), this will expand each individual line and view default locations (where they are to go), we can select a secondary location that accepts the “Like Product”. At this point you can add more to your order, always click “[update](#)” anytime you make a change to your order.

Once you have everything in your cart, click the “[Order](#)” button and a box will appear asking “Do you really want to send this order”, if so click “[OK](#)”. Next pay special attention to the “[Confirmation Receipt](#)” and check your line items to ensure your products and their proper destinations are correct.

FFAVORS-DoD-Roby's/Creation Gardens-Delivery-Receipting and Contact Information

Setting up initial FFAVORS accounts, for new FSD's, contact Susan Gallagher:

Susan Gallagher

Tailored Vendor Logistics Specialist

DLA Troop Support Philadelphia

Subsistence, North East Region

☎ 215-737-3006

Susan.a.gallagher@dla.mil

Contract minimums, delivery times and product pricing

- RA's must set aside a minimum of \$1000.00 to participate in the DoD Program!
- Each order must have a minimum of \$150 per site per delivery.
- Delivery times are to be between 6am and 2:30pm.
- It is expected of the vendor to communicate when there are issues or delays in a delivery.
- Products are to be domestically produced and REASONABLY priced.
 - Variance will exist, but double and triple prices for similar, domestically-grown product should be a red flag

Other Procedural Updates

- If you need to add a site for DoD delivery, I have attached a form that needs to be completed before we can submit that to USDA for consideration.
- The state is only permitted to request changes in DoD amounts 3 times per year. This will limit when we can accept updates to DoD amounts from RAs.
 - I will send an email with a survey link as well as a deadline when we are able to accept RA DoD updates.
 - I'm estimating those times will be late July, Early January and Early March of each SY. These are subject to change...but should give an idea to districts.

DoD Fresh Complaints Procedural Update

Per USDA, if an RA does have a complaint or issue, make sure and email the issue along with any and all documentation to garrick.howell@ky.gov, sre@whatchefwant.com, schools@creationgardens.com, and Susan.A.Gallagher@dla.mil

- Documentation should at least include a specific description of the issue and the invoice of the delivery a complaint is being filed about. This will ensure all parties are looking into the correct order. Obviously, if an order is cancelled or is not delivered, there would not be an invoice to reference. In these cases, a detailed description of the issue should be included in the email for follow-up by the vendor and/or DLA, if necessary.
- Complaints should be sent ASAP after the issue is observed for resolution in a timely fashion.

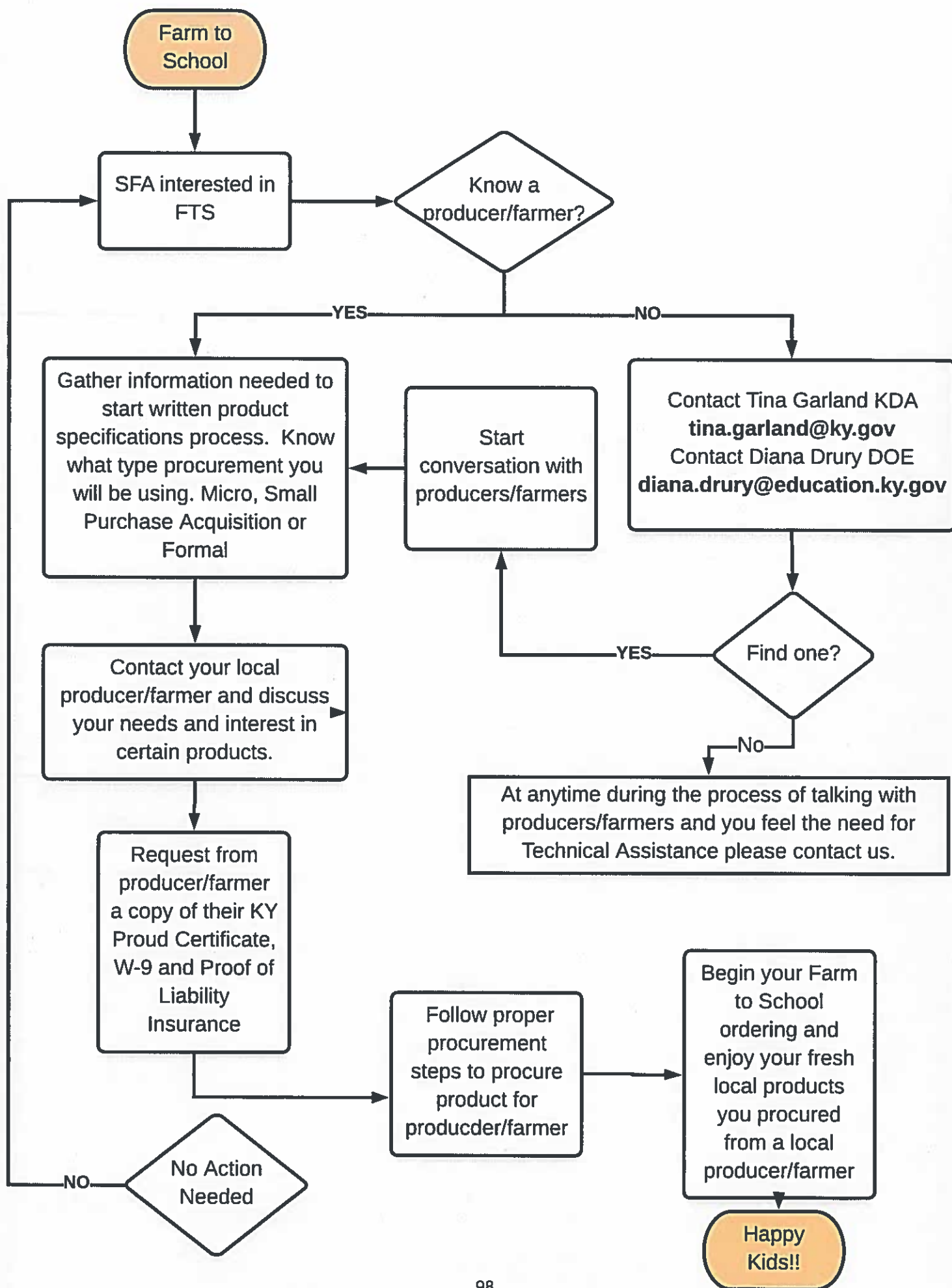
Farm to School-Program Overview

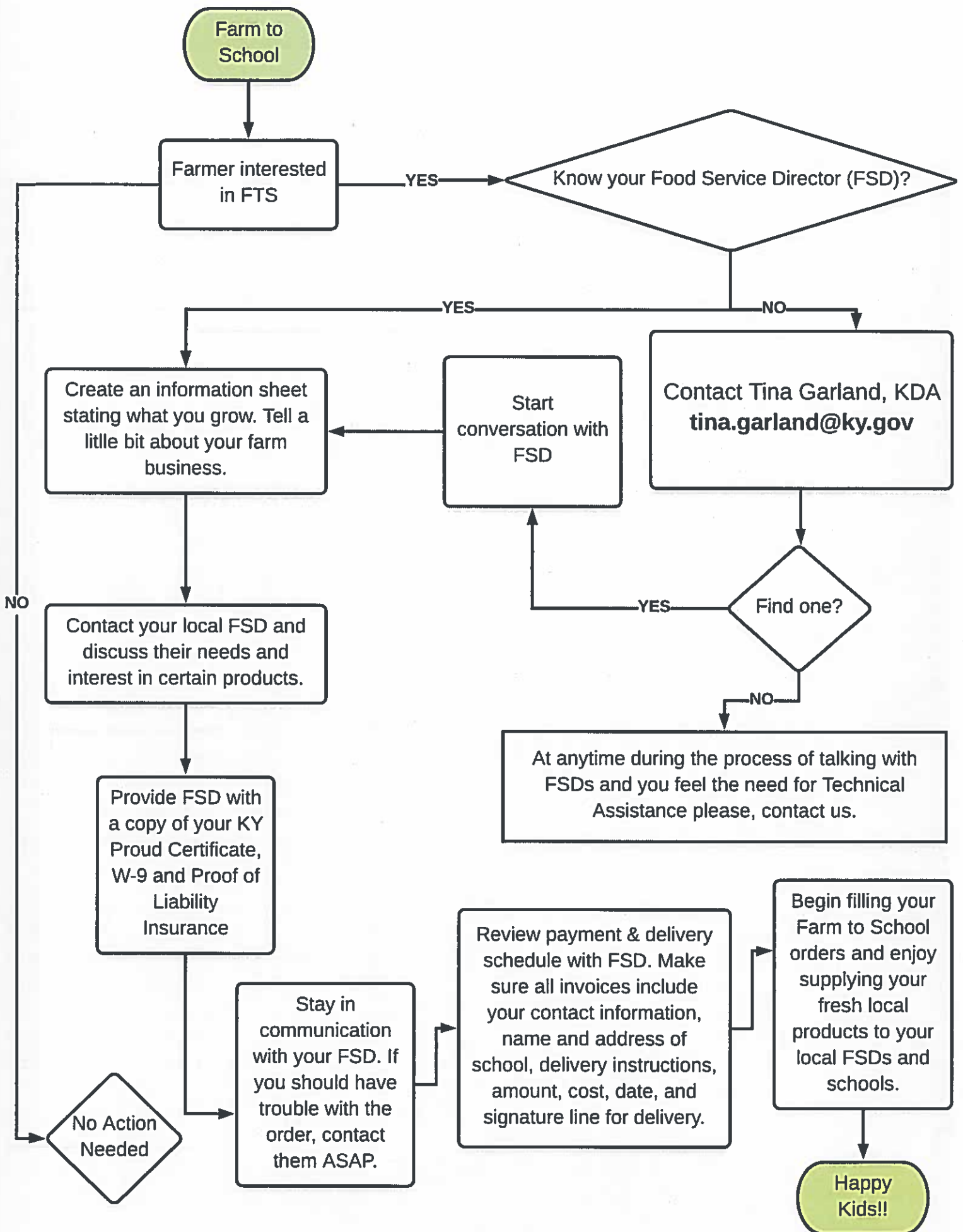
Farm to School is a USDA sponsored program that not only allows producers to sell directly to school systems but encourages the practice. The practice of selling directly to school districts accomplishes many goals. First of all the schools and children receive fresher fruit and vegetables that are picked many times within days of delivery. The 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.

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. Please take the time understand what Farm to School is all about and see what buying local can do for your children. You can contact Tina at the below address and number.

Tina Garland, Branch Manager
Farm to School Program Coordinator
Department of Agriculture
107 Corporate Drive
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



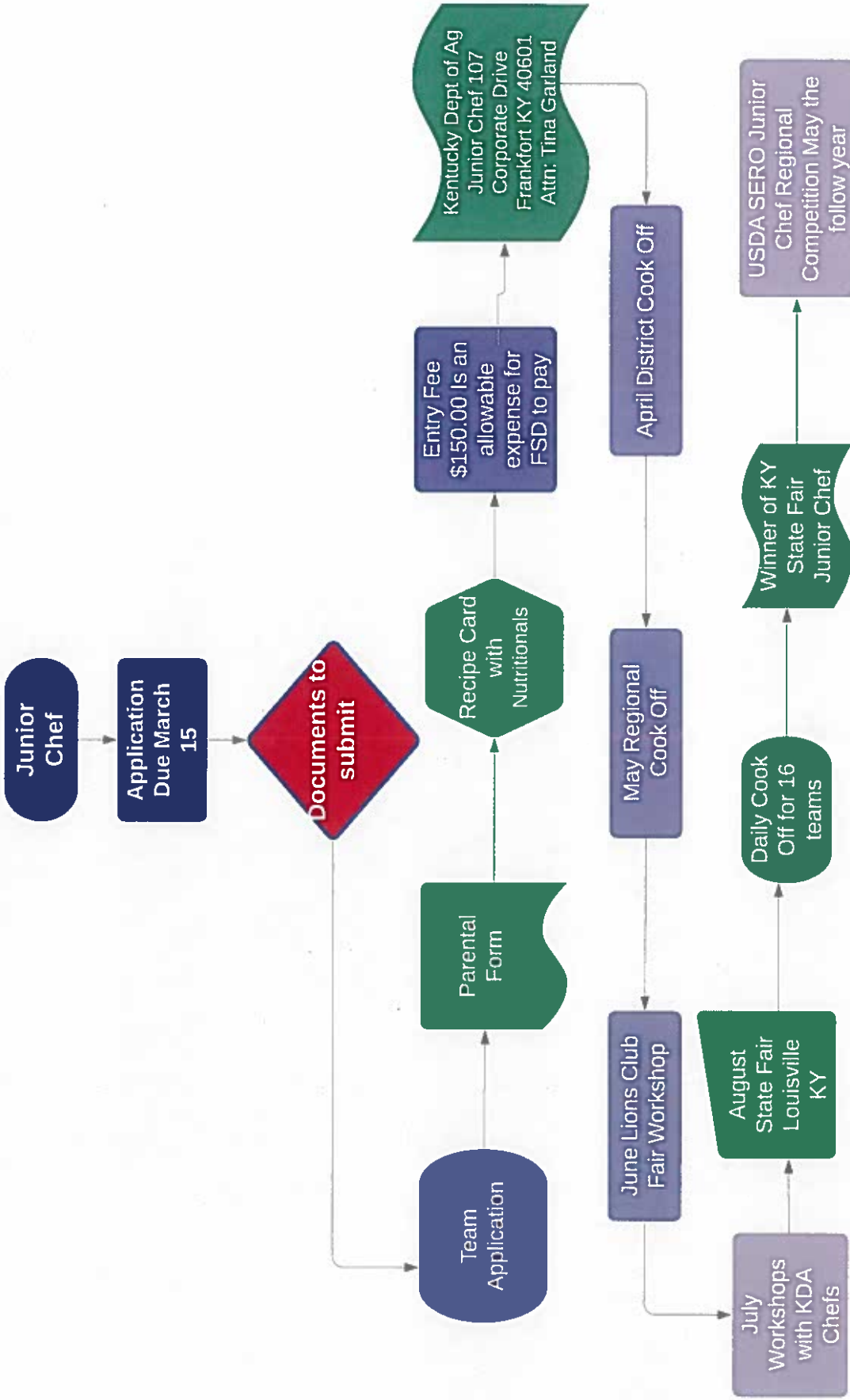


Junior Chef Program Overview

Kentucky Department of Agriculture Farm-to-School Junior Chef Program creates opportunity across the state for students interested in nutrition and cooking. Junior Chef also offers scholarship opportunity through Sullivan University to the top winning teams. Kentucky's Junior Chef Program has now become a nationally recognized program with USDA SERO where eight states in the South East Region compete for full tuition offers from Sullivan University. The Junior Chef Program is defined as a statewide high school cooking competition designed to offer youth the opportunity to learn valuable skills in recipe development, food preparation, marketing, public presentation, organization, teamwork and community involvement. Additionally, the program will stimulate interest in local agriculture, create a nontraditional market for Kentucky producers, increase quality of products available to school cafeterias, and ultimately increase consumption of locally grown foods by Kentucky's students. A full copy of rules and information can be found on our website <https://www.kyagr.com/junior-chef/>. I encourage you to put a team together and come join the fun! Deadline for entry is March 15 of current year.



Kentucky Department of Agriculture Junior Chef



Tina Garland tina.garland@ky.gov
502-382-7505

www.kyagr.com/consumer/junior-chef.html

Chefs in Schools-Program Overview

The Chefs in Schools project reaches across Kentucky to all schools participating in NSLP (National School Lunch Program), School Nutrition Directors and their staff. It increases support of the Farm to School movement and by administering technical assistance it will improve the integrity, efficiency and effectiveness of the Child Nutrition Programs (CNP). By providing such necessary training school nutrition staff would be more equipped and skilled to incorporate fresh local foods into their menus that would encourage increased participation and help eradicate hunger in Kentucky. KDA contracts three Chefs allowing them to work one-on-one with their assigned regions during the school year and also include SFSP (Summer Food Service Program) during the summer. Chefs in Schools allows needed training and technical support to all counties across Kentucky that participates in the NSLP. Responsibilities: The chef will instruct personnel in the following related culinary activities; estimate food consumption and requisition of food purchases and develop recipes with the USDA guidelines in mind to ensure consistent quality and taste. The chef will also help establish presentation techniques and assist in planning menus; ensure proper use of equipment operation/maintenance; and ensure proper safety and sanitation the kitchen and lunch room area. The chef will provide culinary instruction and demonstrate culinary technique. The chef may cook selected items or for select occasions. The chef will provide assistance to the Food Service Director and staff to improve the overall operation of the kitchen. The chef will report directly to the Food Service Director. Duties will be performed in a school food service setting and will require travel to and from different districts.





Chefs in Schools Collaborative will help schools serve fresh local foods to Kentucky students

“Schools in eight Kentucky counties will receive face-to-face instruction from chefs to help them serve fresh local foods to their students under two pilot projects led by the Kentucky Department of Agriculture’s Farm to School Program in partnership with the Community Farm Alliance and the National Farm to School Network.

“School food service workers want to serve healthy, delicious meals to Kentucky children, and these projects will help them do that,” Commissioner of Agriculture Ryan Quarles said. “These investments will help the next generation of Kentuckians grow up healthy and strong, and they also will teach them to value farmers and local food systems as a way of life.”

Under the Chefs in Schools Collaborative, chefs will educate school food service personnel about incorporating fresh local foods in their menus, knife skills and proper handling of fresh local foods, taste testing with students, introducing local farmers to students to help them understand where their food comes from, recipe and menu development, and supporting local growers as part of rural economic development.

The projects will run from February through May with a two-day training session at the Kentucky School Nutrition Association conference in June in Covington.

The National Farm to School Network will use funding from Seed Change, an 18-month, \$1.5 million project funded by The Walmart Foundation, to support the Chefs in Schools Collaborative in Boyle, Clark, Grayson, and Oldham counties. Kentucky was one of three states – along with Louisiana and Pennsylvania – that were awarded grants from Seed Change.

The Community Farm Alliance will use \$15,000 from the Central Appalachian Network to conduct the Chefs in Schools Collaborative in Harlan, Martin, Morgan, and Pike counties. The Central Appalachian Network funding was part of a \$250,000 grant from the U.S. Department of Agriculture’s Rural Housing Service, Rural Community Development Initiative.”

Junior Chef



On behalf of Commissioner Ryan Quarles, the Kentucky Department of Agriculture would like to invite you to join our fourth annual Kentucky Farm to School Junior Chef competition. This is a statewide high school cooking competi-

tion designed to offer youth the opportunity to learn valuable skills in recipe development, food preparation, marketing, public presentation, organization, teamwork and community involvement.

Additionally, the program will stimulate interest in local agriculture, create a nontraditional market for Kentucky producers, increase quality of products available to school cafeterias, and ultimately increase consumption of produce by Kentucky's students. A full copy of rules and information can be found on our website listed below. I encourage you to put a team together and come join the fun!

<http://www.kyagr.com/junior-chef/>

Remember deadline for all applications is **February 25th, 2016!**

The Farm to School Program helps Kentucky schools find and purchase local foods to serve to their students. To find out more about the Farm to School Program, contact Tina Garland, the Kentucky Department of Agriculture's Farm to School Program coordinator, at (502) 382-7505 or tina.garland@ky.gov.





KENTUCKY DEPT.



OF AGRICULTURE

CAC Leaders

It is that time of year again where the National School Lunch Program starts the kickoff of ordering USDA Donated Foods. One of the instruments we use to tackle this ordering period to make sure it plays out smoothly is our Commodity Advisory Council (CAC).

We have 9 regions in the state and each region is given a CAC leader.

Julie Metcalf is the CAC Leader for Region 5. She has been on the Council for 3 years, with the Montgomery County School system for 23 years, and Food service Director for 15 of those years.

"The Commodity Advisory Council has helped bring all of the directors together. We share ideas about which new commodities to try and new recipes to implement in our schools."

What is your favorite Commodity?

"Broccoli is my favorite Commodity! Our participation has doubled since I have been using it and the kids absolutely love it!"



Upcoming Events:

- CAC Meeting February 10th-11th, 2016
- SFMNP Training February 11th, 2016
- Last day to submit Jr. Chef paperwork February 25th, 2016



This month's Featured Recipe:

Savory Harvest Stuffed Meatballs

Montgomery County

Ingredients:

- 2 lbs. ground beef
- 1/3 c. carrots, diced
- 1/2 c. zucchini, diced
- 3 Tbs. onion, diced
- 4 eggs
- 1 Tbs. Worcestershire Sauce
- 1 tsp. red pepper flakes
- 1 tsp. of each: Basil, Oregano, Parsley
- 1/3 c. tomato (blanched, peeled, seeded, and diced)
- 2 c. bread crumbs
- 1/3 c. ketchup
- 1 Tbs. kosher salt
- 1 tsp. garlic powder
- 1 tsp. onion powder
- 1 clove garlic, peeled and chopped
- 1 1/2 tsp. black pepper
- Lettuce
- 1 block mozzarella cheese, cubed

Directions:

Pre-heat oven to 400 degrees F. Mix all ingredient except lettuce and cheese, in a large bowl. Using a 1 oz. scoop, measure out about half scoop of meat, place 1 cheese cube in the center then cover with more meat mixture to form a ball. Place meatballs on a baking sheet with a rack in it to allow drainage while cooking. Place baking sheet in oven and bake for 15-20 minutes or until meatballs reach 165 degrees. Place 3 meatballs on lettuce leaf, garnished with a small amount of marinara sauce. Sprinkle with parmesan cheese, garnish with tomato slices and enjoy!

Kentucky Department of Agriculture

**107 Corporate Drive
Frankfort, KY 40601**

**Phone: 502-782-573-0282
Fax: 502-564-2133**

We're on the web!

www.kyagr.com

Food Division Contact List

Steve Castanis
502-352-0541

Garrick Howell
502-782-9222

Larry Garriott
502-229-8490

Jessica Garland
502-352-3375

Jesse Frye
270-350-0512

Eliza-Jane Cruse-McCurry
270-304-7313

Tina Garland
502-782-9212

Kelsey Ruble
502-782-9238

Field Staff Weekly Work Schedule

Work Schedule Procedure:

- 1) Submit Planned Work Schedule Weekly to Supervisor.
- 2) Complete a work schedule weekly and submit it to Supervisor by noon on the preceding Friday.
- 3) Any changes to your work schedule should be emailed to Supervisor.

Name: Field Staff

Week of: 9/23/19

MONDAY	Location:	Field Office
	Purpose:	Monitor emails and phone calls. Finish typing up Shelby Co reviews and send in. Work on re-allocation of K.C. Provisions foods.
	Phone #:	502-229-8490
TUESDAY	Location:	Covington
	Purpose:	Central Office Review for Covington Ind. Schools. School Review at 9 th District Elem.
	Phone #:	502-229-8490
WEDNESDAY	Location:	Field Office
	Purpose:	Monitor emails and phone calls. Finish typing up Covington reviews and send in. Schedule appointments.
	Phone #:	502-229-8490
THURSDAY	Location:	Crestwood (Oldham Co)
	Purpose:	Technical Assistance with food ordering with new FSD-A.M. Field Office-P.M.
	Phone #:	502-229-8490
FRIDAY	Location:	Field Office or NKY
	Purpose:	Monitor emails and phone calls. Schedule review appointments or T.A. with Bellevue or Dayton with food ordering.
	Phone #:	502-229-8490

KY-FD-24 FIELD STAFF BI-MONTHLY WORK SUMMARY REPORT							
For Pay Period:		September 16 thru 30, 2020					
Date	Field Activity	Work Hrs	Lv	Hrs	Mileage	Normal Hours	
9/16	Central Office Review for Scott County Schools. Finished rest of day from Field Office.	7.5			99	7.5	
9/17	Field Office-Check and respond to emails; available for calls. Finished typing up Scott County review and sent in. Caught up recent work summary and sent in.	7.5			0	7.5	
9/18	Field Office-Check and respond to emails; available for calls. Worked in DoD/FFA VORS Program.	7.5			0	7.5	
9/19	Field Office-Covington Ind review cancelled due to snow. All schools out in the area. Checked and responded to emails; available for calls. Helped with some food orders in WBSCM.	7.5			0	7.5	
9/20	Central Office Review for Shelby County Schools. Finished rest of day from Field Office.	7.5			63	7.5	
9/23	School Reviews at Shelby Co West Middle, Painted Stone Elementary, and Heritage Elementary, all in the Shelby County School District. Finished rest of day from Field Office.	7.5			83	7.5	
9/24	Field Office-Checked and responded to emails; available for calls. Sent in weekly work plans. Worked in WBSCM. Caught up reports.	7.5			0	7.5	
9/25	Central Office Review for Burgin Ind. School. Finished rest of day from Field Office.	7.5			149	7.5	
9/26	Technical Assistance with new FSD at Silver Grove Ind. School in Campbell Co. Finished rest of day from Field Office.	7.5			141	7.5	
9/27	Review at Newport Independent cancelled on the way there by FSD. Turned around at Carrollton exit and went back home. Finished rest of day from Field Office.	7.5			16	7.5	
9/30	Field Office-Checked and responded to emails; available for calls-A.M. Off for Good Friday Holiday-P.M.	3.75	H	3.75	0	7.5	
TOTALS		78.75	0	3.75	551	82.5	

E-Signature: _____ Approved By: _____

Leave Hours

Annual(A)	Sick(S)	Comp(C)	Holiday(H)	Other(O)	Total
			3.75		3.75

Field Staff Monthly Fleet Vehicle Travel Report							
Month: September		Year: 2019	Vehicle Make: 2019 Chev Equinox	License Plate: R2832			
Date	Printed Name	Daily Travel Reporting		Time Out	Return Time	Odometer Out	Odometer In
1							
2							
3							
4							
5							
6	Larry Garriott	Travel to Covington for Tech Asst with new FSD at Diocese of Covington.		8:55a	2:51p	738	861
7	Larry Garriott	Travel to Frankfort Office. Stopped off in Shelbyville on way home to eat with family for school fund raising event.		7:05a	7:12p	861	981
8							
9							
10							
11	Larry Garriott	Travel to Frankfort Office.		7:09a	4:40p	981	1079
12	Larry Garriott	Travel to Frankfort Office.		7:07a	5:03p	1079	1177
13	Larry Garriott	Travel to Frankfort Office.		7:41a	4:58p	1177	1268
14							
15							
16							
17	Larry Garriott	Travel to Frankfort Office. Then traveled over to F-fort Ind. School for Technical Assistance with interim FSD.		7:03a	4:49p	1268	1380
18	Larry Garriott	Travel to Shepherdsville for meeting at Gordon Food Service.		8:26a	3:59p	1380	1530
19							
20	Larry Garriott	Travel to Ft. Mitchell for Technical Assistance with new FSD at Diocesan Childrens Home.		11:55a	4:12p	1530	1642
21	Larry Garriott	Travel to Cynthiana for Central Office review for Harrison Co Schools. 2 school reviews in the county.		7:01a	2:53p	1642	1793
22							
23							
24	Larry Garriott	Travel to Frankfort Office for new phone training.		7:48a	4:44p	1793	1882
25	Larry Garriott	Travel to Eminence for Central Office and School review at Eminence Ind.		8:03a	12:16p	1882	1916
26	Larry Garriott	Travel to Sardis for Central Office and School review for Robertson Co Schs.		7:11a	2:35p	1916	2116
27							
28	Larry Garriott	Travel to Vanceburg for Central Office review for Lewis County Schools. 1 School review in the county.		7:02a	5:04p	2116	2400
29							
30							
31	Larry Garriott	Travel to Flemingsburg for TA on WBSCM ordering w/ temporary FSD in Fleming Co. Schools		7:33a	2:13p	2400	2634



USDA Foods Complaint Form

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

Agency Name:

Location of complaint/product:

Contact Person:

Phone:

Email:

Problem/Complaint Details:

USDA Foods Description:

USDA Foods Material Identification Number:

Vendor/Product Name:

Pack/Best If Used By Date:

Lot/Can Code: Qty on Hand/Hold:

Delivery/Receipt Date: Quantity Effected:

Illness/Injury From Product:

Seeking Replacement/Reimbursement: Isolated Incident: Other:

Food Distribution

How to File a USDA Foods Complaint

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

USDA Foods Complaint Procedures for Individuals or Local Recipient Agency:

To assist your SDA in processing the complaint more quickly, provide the following information:

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

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

STATE DISTRIBUTING AGENCY (SDA). The SDA will act on complaints from eligible program recipients participating in the following USDA Foods Distribution Programs and file complaints in the Web-Based Supply Chain Management (WBSCM) System:

- Child Nutrition Programs Includes the National School Lunch Program (NSLP), Summer Food Service Program (SFSP), and Child and Adult Care Food Program (CACFP)
- Nutrition Services Incentive Program (NSIP)
- Commodity Supplemental Food Program (CSFP)
- Food Distribution Program on Indian Reservations (FDPIR)
- The Emergency Food Assistance Program (TEFAP)
- Food Distribution Programs on Indian Reservation (ITOs & SDA for Nevada)

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

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

• WBSCH News and Announcements
• ENS News and Announcements
• ENS News and Announcements (SDA)
• Full Truck Load Requests
• USDA Holds and Recalls

• New content since your last visit

- File Uploads/Downloads
- Catalog Maintenance
- Order Management
- Shipment Receipts
- Entitlement Management
- NW Delivery Calendar

- Consolidate Requisitions
- Domestic Order Entry
- Entitlement/Bonus Summary Report
- Maintain Direct-Ship Delivery Periods
- Maintain Organization
- Manage RA Catalog Views
- Manage Users
- News and Alerts
- Order Status Report
- RA Entitlement/Bonus Detail Report
- Redistribute Order Quantities
- Requisition Status Report
- SDA Entitlement/Bonus Detail Report
- SDA Entitlement Budgeting for NSLP

Complaint/Order Search

Search For
Status
Created

Orders
Completed
By Myself

Please enter one of the two options below

Creation Date
From
To
ID Type
ID

In Period
03/30/2016
06/30/2017
Order Number
5000329516

OR

Goods Receipt Date
Requested Delivery Date
ID Type
ID

Product Number

Document Found

Status	Transaction	Your Reference
Completed	5000329516	
04/11/2016		

Use "In Period" as Criteria

Adjust date range to capture Sales Order in question.

Order Number is Sales Order #

Find, select and click the corresponding Transaction (SO#)

Once Criteria are selected, Click "Go"

Go

Complaints

To create a new complaint, search for the order or product you would like to create the complaint for using the Order Search
To search for a complaint, use the Complaint Search.

Order: 5000329516 from 04/11/2016 14:21

Order Number:
Your Description:
Default Delivery Settings for Items
Delivery Address: KY Dept. 0...107 CORPOR...FRANKFORT
Shipping Conditions: standard
Requested Delivery Date: 04/11/2016

Additional Order Data

Your Message To Us:

Item	Product	Quantity	Description
<input type="checkbox"/>	100 100158	476.000 CS	BEEF FINE GROUND FRZ CTN-40 LB
Delivery Address: JEFFERSON...360 FARMIN...LOUISVILLE			
Requested Delivery Date: 12/31/2016			
Follow-on Documents: Order 1000210181 / 400			
<input checked="" type="checkbox"/>	200 100158	522.000 CS	BEEF FINE GROUND FRZ CTN-40 LB
Delivery Address: GORDON FOO...342 GORDON...SHEPERSVI			
Requested Delivery Date: 12/31/2016			
Follow-on Documents: Order 1000210487 / 300 Order 1000212068 / 800 Order 1000207299 / 1200 Order 1000210509 / 600 Order 1000212116 / 2600 Order 1000223845 / 7000 Order 1000220831 / 2800 Order 1000219857 / 9500 Order 1000219353 / 1400 Order 1000218738 / 300 Order 1000211276 / 1700 Order 1000219463 / 600 Order 1000212067 / 2500 Order 1000212504 / 700 Order 1000229531 / 200 Order 1000220891 / 300			

Check applicable box
(may use requisition
number from RA to do
this, but destination is
usually adequate
information to
determine which SO
Item)

Order: 5000329516 from 04/11/2016 14:21

Item	Product	Quantity	Description
<input checked="" type="checkbox"/> 100	100138	478.000 CS	BEEF FINE GROUND FRZ CTN-40 LB
Delivery Address: JEFFERSON...360 FARM...LOUISVILLE			
Requested Delivery Date: 12/31/2016			
Follow-on Document: Order 1000210181 / 400			
<input checked="" type="checkbox"/> 200	100138	512.000 CS	BEEF FINE GROUND FRZ CTN-40 LB
Delivery Address: GORDON FOO...342 GORDON...SHEPHERDSVILLE			
Requested Delivery Date: 12/31/2016			
Follow-on Documents: Order 1000210487 / 300 Order 1000212068 / 800 Order 1000207999 / 1200 Order 1000210909 / 600 Order 1000215716 / 2500 Order 1000223848 / 600 Order 10002120835 / 2800 Order 1000215877 / 9500 Order 1000218738 / 300 Order 1000211276 / 1700 Order 1000219463 / 600 Order 1000212067 / 2500 Order 1000212504 / 700 Order 1000229531 / 200 Order 100020891 / 300 Order 1000211569 / 800 Order 1000207894 / 300 Order 1000215997 / 400 Order 1000208433 / 4500 Order 1000208669 / 600 Order 1000212474 / 3000 Order 1000208831 / 600 Order 1000223549 / 3400 Order 1000225767 / 500 Order 1000209867 / 3400			

Transfer Product to New Complaint

Close

Complaint: In Process

Customer Number: 4000465
Subject: KY Dept. of Agriculture
Order Number: 5000329216
Your Description: Test
Incident Date: 05/18/2017 (MM/DD/YYYY)
Date Recipient Agency Received Commodity: 05/10/2017 (MM/DD/YYYY)

The Complainant is the person filing the complaint.

Complainant Name: GARRICK HOWELL
Complainant Title: Mr.
Complainant Phone: 502-782-9222
Complainant Fax: 502-573-0304
Complainant Email: garrick.howell@ky.gov

If someone other than the Complainant is the contact for this complaint, please enter the contact information below.

Contact Name: Tony Stark
Contact Organization: Stark Industries
Phone: 555-555-5555
Email: Tony.stark@starkindustries.com

Additional Remarks

Street Address of Remaining Product:
123 Stark Industries Dr
Malibu, CA 12345

This is only a test for training of BAs. Apologies for inconvenience if it inadvertently appears on record.

Item	Product	Ordered Quantity	Quantity Affected	Quantity Remaining	Program	Unit	Description
1000	100158	522.000	1	521	NSLP	CS	BEEF FINE GROUND FRZ CTN-40 LB

You may attach any digital pictures or support documents of the affected product by clicking the "Attach" button. Please retain the object until the complaint is resolved or you have been contacted by USDA to dispose of the product. If USDA requires the foreign object, the complainant will be contacted with mailing instructions.

Attach

Cancel

Continue

Ensure all information fields are completed and accurate.

Input FSD Contact Info here. USDA will follow up with them for further information

If documents or photographs are available, you will need to click "Attach" PRIOR to "Continue"

Complaint: In Process

Please select all that apply from one or more of the problem categories described below:

Quality of Product:

- ☐ Taste/Odor ☐ Appearance/Color ☐ Defects
☐ Mold ☐ Excess liquid by volume (canned products)
☐ Other

Foreign Material in Product:

- ☐ Bones ☐ Metal/Machines Parts ☐ Stems, Leaves, etc.
☐ Insects/Insect parts ☐ Glass ☐ Plastic/Rubber
☐ Rock

Object Dimension

* If a foreign material in product has been identified, then you must input the object's dimension

☐ Other

Packaging Condition:

- ☐ Cans dented beyond use ☐ Corrosion in cans ☐ Bulging cans
☐ Leaking cans ☐ Bags tear/pln holes ☐ Not properly sealed
☐ Possible evidence of tampering ☐ Exposure to contaminant
☐ Other

Cooking or preparation issues:

- ☐ Wrong color when cooked ☐ Product does not perform well ☐ Excess breadding
☐ Undercooked
☐ Other

Commodity caused:

- ☐ Allergic Reaction ☐ Illness ☐ Injury
☐ Other

Complaint: In Process

Please select all that apply from one or more of the problem categories described below:

* If a foreign material in product has been identified, then you must input the object's dimension

☐ Other

Packaging Condition:

☐ Cans dented beyond use

☐ Bulging cans

☐ Leaking cans

☐ Corrosion in cans

☐ Not properly sealed

☐ Possible evidence of tampering

☐ Bags tear/pin holes

☐ Exposure to contaminant

☐ Other

Cooking or preparation issues:

☐ Wrong color when cooked

☐ Excess breading

☐ Undercooked

☐ Product does not perform well

☐ Other

Commodity caused:

☐ Allergic Reaction

☐ Injury

☐ Other

☐ Illness

Do you feel this complaint raises a food safety concern? ☐ Yes ☒ No

If this complaint is for information and trend analysis only, please check here: ☐

It is not always possible to replace product, but if you wish to request replacement, please check here: ☐

[Back](#)

[Save](#)

[Continue](#)

Be sure to complete these 3 responses before Continuing.

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 dispatch 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-

*Kentuckiana Culligan-

What are two other options you can plan for to have drinking water?

1. _____

2. . _____

SCHOOL DISTRICT RAPID RESPONSE DISASTER PREPAREDNESS PLAN

*** ESTABLISH AGREEMENTS WITH TRUCKING CO FOR DIESEL POWERED REFRIGERATED/ FREEZER UNITS:**

Example Trucking Companies:

American Cold Trucking Co-

Contacted Commercial Distributors-

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

What are two other options you can plan for to have powered refrigerated/freezer units.

3. _____

4. _____

*** Determine District School Disaster Feeding Site:**

Choose a school in the district with a Cafeteria close to Gymnasium to be preferred location to Bed and Serve Meals to Displaced Disaster Victims.

*** Determine District School Disaster Feeding Site-Continued:**

Determine Square Footage (SF) of Gymnasium and \div Total SF by 7 SF-Per Person to achieve total number of people housed within space provided. This information can be used to notify emergency officials the total number of persons that can be placed within the designated shelter (Not to exceed the maximum fire code of the facility).

Base number of two sided Buffett Style Serving Tables Needed to Feed Displaced Victims.

Determine total number of Water Stations or Water Bottles needed for each day!

*** Storing Donated Foods for Disaster Feeding and Reporting Readiness:**

Storing Donated Food Separate from Purchased Foods makes inventory of these foods much faster for Food Service personnel during an Emergency by providing available USDA food inventories to the Department of Agriculture within the 12 hour window possible.

Use only regular "**Brown Box**" Donated Foods during declared emergencies to ensure reimbursement by completing the KY-FD-50 Emergency Feeding Form located on the Food Distribution Website at www.kyagr.com

Most FFS-Processed Foods are obtained through exchanging "**Brown Box**" Donated Food Value and therefore would be considered "**Purchased Foods**". If these foods are necessary to use during extreme disaster circumstances, make certain to complete the Purchased Food Reimbursement KY-FD-51 Form located on the Division's Website, to obtain Full Product Value!

SCHOOL DISTRICT RAPID RESPONSE DISASTER PREPAREDNESS PLAN

*** Prepare Kitchen for Emergency Food Preparation:**

Designate a Kitchen Manager to oversee the disaster feeding service, Red Cross and other volunteers will need assistance working the various types of equipment.

Ensure to have extra Food Service supplies, such as Gloves, Aprons, Hair Nets and Hats!

Have Maintenance establish 3-phase plug/s outlets for all necessary food preparation equipment and any emergency lighting for generators, if the school cannot afford these units. Have these outlets located outside the facility so emergency management personnel can use generators to power the necessary Food Service Equipment, Lighting, Heating /Air Condition units to accommodate meal preparation and bedding areas.

Purchase and have on-hand a complete First-Aid Supply Box, Flashlights, Disposable Gloves, Batteries and Blankets to initially assist with disaster victims, until emergency personnel can reach the site.

*** USE BUSES TO ASSIST WITH TRANSPORT OF DISASTER VICTIMS TO SHELTER:**

Buses can be an important tool to be used initially to retrieve disaster victims from disaster areas and transport them to designated shelter areas until emergency personnel can take over these responsibilities.

*** ESTABLISH AGREEMENTS WITH POTABLE TOILET UNIT AND DUMPSTER SUPPLY COMPANIES:**

Depending on the number of displaced disaster victims being sheltered it may be very beneficial to plan to have portable toilets available. Also have an ample supply of toiletries and hand soap in supply (remember most everything used in a presidentially declared disaster is reimbursable)!

Also it will be necessary depending on the number people displaced to have a Dumpster Company move existing dumpsters from other district schools to the disaster site to dispose of all waste products!

*** DISTRICTS SHOULD DEVELOP AND POST A SCHOOL DESIGNATED AREA DIRECTORY MAP:**

By developing a designated map of the schools layout, disaster victims will be able to locate areas where restrooms (portable toilets), cafeteria (feeding sites), water-stations, changing and bedding areas can be found! Having signage prepared in advance to direct victims/responders, to these areas will be helpful.

*** CONTRACT WITH ORGANIZATIONS THAT RECEIVE AND CAN SUPPLY DONATED ITEMS AND GOODS:**

Organizations and businesses such as Walmart, K-Mart, Goodwill and Grocery stores, can supply items such as clothing, shoes, personal items, snack foods and produce. These items can assist displaced victims bare their situation and make it little more tolerable.

*** HAVE ON HAND A COPY OF THE KY EMERGENCY MANAGEMENT AND RED CROSS REGIONAL MAPS:**

By having a copy of these maps you can quickly identify the KY Emergency Management and Red Cross Chapter contact within your school district's region.

SCHOOL DISTRICT RAPID RESPONSE DISASTER PREPAREDNESS PLAN

* IMPORTANT INCIDENT COMMAND SYSTEM WEB TRAINING AND CERTIFICATION:

In order for you to effectively communicate with first responders and Red Cross personnel, it is strongly encouraged that you take the following courses at:

<http://training.fema.gov/IS/NIMS.aspx>

IS-100.b Introduction to Incident Command System, ICS-100 or

IS-100.SCa Introduction to the Incident Command System for Schools

AND

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

R/A Name	County	Address	FSD/ Manager	Email	Telephone #	WBSCM
Anderson Co	Anderson	1160 Bypass North; Lawrenceburg	Ronnie Fields	ronnie.fields@anderson.kyschools.us	502-680-0852	4000629
Boyle Co	Boyle	1637 Perryville Road; Danville	Katie Ellis	katie.ellis@boyle.kyschools.us	859-583-6786	4000826
Danville Ind	Boyle	115 East Lexington Avenue, Danville	Patty Taylor	patty.taylor@danville.kyschools.us	859-936-8573	4001559
KSD	Boyle	303 South 2nd Street, Danville	Connie Williams	connie.williams@ksd.kyschools.us	859-239-7017	4002558
Fayette Co	Fayette	400 Springhill Drive; Lexington	Michelle Coker	michelle.coker@fayette.kyschools.us	859-381-3846	4001894
Fayette Co	Fayette	401 Springhill Drive; Lexington	Steve Abbott	steven.abbott@fayette.kyschools.us	859-381-3844	4001894
Diocese of Lex	Fayette	1320 West Main Street; Lexington	Char Banita	cbanita@cdlex.org	859-253-1993	4006280
Franklin Co	Franklin	100 Kids First Dr., Frankfort	Wendy Greenwell	wendy.greenwell@franklin.kyschools.us	502-695-6700 x 1043	4001904
Frankfort Ind	Franklin	506 W. 2nd. Street; Frankfort	Christy Pritchett	cristy.pritchett@frankfort.kyschools.us	502-875-8655 x 1116	4001903
Next Gen	Franklin	300 Sower Blvd. 5th Fl (5NC-21)	Carrie McCrary	carrie.mccrary@education.ky.gov	502-564-2106 x 4142	4008930
Next Gen	Franklin	301 Sower Blvd. 5th Fl (5NC-21)	Carrie McCrary	carrie.mccrary@education.ky.gov	786-342-4983 (Cell)	4008930
Garrard Co	Garrard	324 West Maple Street; Lancaster	Mindy Morrow	mindy.morrow@garrard.kyschools.us	859-792-3018 x 1010	4002079
KSB	Jefferson	1867 Frankfort Avenue; Louisville	Carol Dixon	carol.dixon@ksb.kyschools.us	502-897-1583	4002557
Jessamine Co	Jessamine	851 Wilmore Road, Nicholasville	Lee Ann Conner	leeann.conner@jessamine.kyschools.us	859-887-9274	4002486
Lincoln Co	Lincoln	305 Danville Avenue; Stanford	Cathy Hettmansperger	cathy.hettmansperger@lincoln.kyschools.us	606-365-5778	4002625
Mercer Co	Mercer	961 Moberly Road, Harrodsburg	Chris Minor	chris.minor@mercerc.kyschools.us	859-613-5841	4002824
Burgin Ind	Mercer	140 Danville Road; Burgin	Christi Ochs	christi.ochs@burgin.kyschools.us	859-748-4000	4000835
Woodford Co	Woodford	330 Pisgah Pike; Versailles	Courtney Quire	courtney.quire@woodford.kyschools.us	859-879-4600	4005385

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Bell Co	Bell	211 Virginia Ave, Pineville	Regina Collett	regina.collett@bell.kyschools.us	606-337-7051	4000813
Middlesboro Ind	Bell	220 N 20th St, M'boro	Sandra Ramsey	sandra.ramsey@Mboro.kyschools.us	606-242-8814	4002827
Pineville Ind	Bell	401 Virginia Ave, Pineville	Scott Jeffrey	scott.jeffrey@pineville.kyschools.us	606-337-4387	4003428
Breathitt Co	Breathitt	420 Court St, Jackson	Tabitha Napier	tabitha.napier@breathitt.kyschools.us	606-666-2491 x 238	4000829
Jackson Ind	Breathitt	938 Highland Ave, Jackson	Kim Riley	kim.riley@jacksonind.kyschools.us	606-666-5164 x 113	4002484
Clay County	Clay	128 Richmond Rd, Manchester	Melinda Nicholson	melinda.nicholson@clay.kyschools.us	606-598-2168 x 2025	4001098
Red Bird Mission	Clay	15420 S Highway 66, Beverly	Jenny Caldwell	jcaldwell@rbmission.org	606-598-2416	4003623
Floyd Co	Floyd	106 North Front Ave, Prestonsburg	Dale Pack	dale.pack@floyd.kyschools.us	606-886-2354	4001902
Harlan Co	Harlan	251 Ball Park Rd, Harlan	Jack Miniard	jack.miniard@harlan.kyschools.us	606-573-5687	4002236
Harlan Ind	Harlan	420 E Central St, Harlan	Emily Clem	emily.clem@harlanind.kyschools.us	606-573-8700	4002237
Appalachian Acad	Harlan	465 Grays Knob Dr, Grays Knob	Jack Miniard	jack.miniard@harlan.kyschools.us	606-573-5687	4000631
Johnson Co	Johnson	253 N Mayo Trail, Paintsville	Marsha Coleman	marsha.coleman@johnson.kyschools.us	606-789-2530	4002487
Paintsville Ind	Johnson	305 Second St, Paintsville	Paul Baker	paul.baker@paintsville.kyschools.us	606-789-2654	4003417
Knott Co	Knott	1156 Hindman ByPass, Hindman	Karen Sandlin	Karen.Sandlin@knott.kyschools.us	606-785-3153 x 126	4002555
Knock Co	Knox	200 Daniel Boone Dr, Barbourville	Angela Ledford	angela.ledford@knox.kyschools.us	606-546-3157	4002556
Barbourville Ind	Knox	140 School St, Barbourville	Joshua Deborde	josh.deborde@bville.kyschools.us	606-622-1917	4000807
Laurel Co	Laurel	718 N Main St, London	Tammy Hammock	tammy.hammock@laurel.kyschools.us	606-862-4600	4002617
East Bernstadt	Laurel	229 School Street, E Bernstadt	Marcella Hensley	marcella.hensley@ebernstadt.kyschool.us	606-843-6221	4001719
Leslie Co	Leslie	108 Maple St, Hyden	Melissa Morgan	Melissa.Morgan@leslie.kyschools.us	606-672-2397 x 228	4002621
Letcher Co	Letcher	224 Park St, Whitesburg	Nancy Banks	nancy.banks@letcher.kyschools.us	606-633-4455 x 17	4002622
Jenkins Ind	Letcher	PO Box 74, Jenkins	Susan Baker	susan.baker@jenkins.kyschools.us	606-832-2182	4002484
Magoffin Co	Magoffin	109 Gardner Trail, Salyersville	Andrew Oliver	andrew.oliver@magoffin.kyschools.us	606-349-8218	4002807
Martin Co	Martin	Route 40, Inez	Marcie Hale	marcie.hale@martin.kyschools.us	606-298-3572	4002811
McCreary Co	McCreary	120 Raider Way, Stearns	Mitzi Stephens	mitzi.stephens@mccreary.kyschools.us	606-354-2776	4002819
Perry Co	Perry	315 Park Ave, Hazard	Thomas Neace	thomas.neace@perry.kyschools.us	606-439-1938	4003424
Hazard Ind	Perry	705 Main St, Hazard	Rachel Miller	rachel.miller@hazard.kyschools.us	606-436-3911	4002241
Pike Co	Pike	314 South Mayo Trail, Pikeville	Lisa Hess	lisa.hess@pike.kyschools.us	606-433-9305	4003425
Pikeville Ind	Pike	401 N Mayo Trail, Pikeville	Kristy Orem	kristy.orem@pikeville.kyschools.us	606-432-0185 x 3420	4003426
Pulaski Co	Pulaski	501 University Dr, Somerset	Mercedes Rutheford	mercedes.rutheford@pulaski.kyschools.us	606-679-1123 x 252	4003435
Somerset Ind	Pulaski	305 College St, Somerset	Vicki Hall	vicki.hall@somerset.kyschools.us	606-679-4451	4003771
Science Hill Ind	Pulaski	6007 N Hwy 27, Science Hill	Janet Baker	janet.baker@sciencehill.kyschools.us	606-423-3341	4003761
Wayne Co	Wayne	534 Albany Road, Monticello	Kathryn Tucker	kathryn.tucker@wayne.kyschools.us	606-348-8484	4005373
Whitley Co	Whitley	300 Main St, Williamsburg	Sharon Foley	sharon.foley@whitley.kyschools.us	606-549-7000 x 2031	4005381
Williamsburg Ind	Whitley	1000 Main Street, Williamsburg	Debbie Tamblin	debbie.tamblin@wburng.kyschools.us	606-549-6044 x 336	4005382
Corbin Ind	Whitley	108 Roy Kidd Ave, Corbin	Janie Keith	janie.keith@corbin.kyschools.us	606-528-1303	4001105

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Bath Co	Bath	405 West Main St, Owingsville	Vickie Wells	Vickie.Wells@Bath.kyschools.us	606-674-6314x640	4000810
Boyd Co	Boyd	1104 Bob McCullough Dr, Ashland	Lani Thacker	lani.thacker@boyd.kyschools.us	606-928-4141	4000825
Ashland Ind	Boyd	1420 Central Ave Ashland	Linda Calhoun	linda.calhoun@ashland.kyschools.us	606-327-2706x2724	4000637
Fairview Ind	Boyd	2127 Main St WW, Ashland	Cindy Whitt	cindy.whitt@fairview.kyschools.us	606-324-3877	4001892
Ramey Estep	Boyd	2901 Pigeon Roost Rd, Rush	Tina Scappaticcio	tscappaticcio@rameysetep.com	606-928-6648	4003622
Bourbon Co	Bourbon	3343 Lexington Rd, Paris	Andrea Kiser	andrea.kiser@bourbon.kyschools.us	859-987-2180	4000823
Paris Ind	Bourbon	310 West 7th St, Paris	Nikki Washington	nikki.washington@paris.kyschools.us	859-987-2173	4003419
Carter Co	Carter	228 S. Carol Malone Blvd, Grayson	Sheila Bradshaw	sheila.bradshaw@carter.kyschools.us	606-474-9658	4001082
Clark Co	Clark	1600 W. Lexington Ave Winchester	Becky Lowry	rebecca.lowry@clark.kyschools.us	859-744-4545x213	4001097
Elliott Co	Elliott	Main St, Courthouse Sq Sandy Hook	Barabara Moore	barbara.moore@elliott.kyschools.us	606-738-8002	4001762
Estill Co	Estill	253 Main St, Irvine	Belinda Puckett	belinda.puckett@estill.kyschools.us	606-723-2181	4001768
Fleming Co	Fleming	211 W. Water St, Flemingsburg	Jan Anderson	jan.anderson@fleming.kyschools.us	606-845-5851	4001900
Greenup Co	Greenup	45 Musketeer Dr, Greenup	Rebecca Fyffe	rebecca.fyffe@greenup.kyschools.us	606-473-9810	4002092
Russell Ind	Greenup	409 Belfont St, Russell	Dennis Chambers	Dennis.Chambers@RussellInd.kyschools.us	606-836-9679	4003636
Raceland Ind	Greenup	600 Rams Blvd., Raceland	Michael Salmons	michael.salmon@raceland.kyschools.us	606-920-2091	4003620
Jackson Co	Jackson	526 S. Main St, McKee	Melissa Dooley	melissa.dooley@jackson.kyschools.us	606-287-7181	4002482
Lawrence Co	Lawrence	50 Bulldog Lane, Louisa	Cindy Hay	cindy.hay@lawrence.kyschools.us	606-638-9671	4002618
Lee Co	Lee	242 Lee Ave, Beattyville	Darian Burks	darian.burks@lee.kyschools.us	606-464-5000x121	4002620
Madison Co	Madison	550 S Keeneland Ave, Richmond	Scott Anderson	scott.anderson@madison.kyschools.us	859-625-6026	4002806
Berea Ind	Madison	3 Pirate Parkway, Berea	Michelle Hammonds	michelle.hammonds@bera.kyschools.us	859-985-8407	4000816
Menifee Co	Menifee	202 Back Street, Frenchburg	Lorri Bartley	lorri.bartley@menifee.kyschools.us	606-768-8010	4002823
Montgomery Co	Montgomery	700 Woodford Dr, Mt. Sterling	Julie Metcalf	julie.metcalf@montgomery.kyschools.us	859-497-8578	4002833
Gateway Serv	Montgomery	29 N. Maysville St, Mt. Sterling	Teresa Nolan	t.nolan@gatewaychildrens.org	859-498-9892	4002080
Morgan Co	Morgan	460 Prestonsburg Ave, W. Liberty	Jason VanHoose	jason.vanhoose@morgan.kyschools.us	606-743-8017	4002931
Owsley Co	Owsley	Corner of Court-Main, Booneville	Saundra Bowman	saundra.bowman@owsley.kyschools.us	606-593-6371	4003344
Nicholas Co	Nicholas	395 W. Main St, Carlisle,	Amy Switzer	Amy.switzer@nicholas.kyschools.us	859-289-3770	4003168
Powell Co	Powell	691 Breckenridge St, Stanton	Laura Young	laura.young@powell.kyschools.us	606-663-3330	4003432
Rockcastle Co	Rockcastle	245 Richmond Rd, Mt Vernon	Jamie Lear Saylor	jamie.lear@rockcastle.kyschools.us	606-256-2125	4003630
Rowan Co	Rowan	121 E. Second St, Morehead	Glen Teager	glen.teager@rowan.kyschools.us	606-784-8928	4003633
Wolfe Co	Wolfe	85 Main St, Campton	Sandy Allen	sandra.allen@wolfe.kyschools.us	606-668-8002	4005384

R.A. Name	County	Address	FSD	Email	Telephone #	WBSCM
Boone Co	Boone	8330 U.S. 42, Florence	Barbara Kincaid	barbara.kincaid@boone.kyschools.us	859-282-2367	4000822
Walton Verona	Boone	30 School Rd, Walton	Vicki Benton	Vickie.Benton@wv.kyschools.us	859-485-7721	4005366
Bracken Co	Bracken	348 W. Miami St, Brooksville	Allison Lucas	allison.lucas@bracken.kyschools.us	606-735-2523	4000828
Augusta Ind	Bracken	307 Bracken St, Augusta	Barry Caskey	barry.caskey@augusta.kyschools.us	606-756-2545	4000638
Campbell Co	Campbell	101 Orchard Lane, Alexandria	Stephanie Caldwell	stephanie.caldwell@campbell.kyschools.us	859-635-2173	4001075
Bellevue Ind	Campbell	219 Center St, Bellevue	Christine Koeninger	christine.koeninger@bellevue.kyschools.us	859-581-2848	4000814
Dayton Ind	Campbell	200 Greendevil Lane, Dayton	Chef Pamela	pamela.tramble-johnson@dayton.kyschools.us	859-491-6565	4001566
Newport Ind	Campbell	30 W. 8th Street, Newport	Lisa Rizzo	lisa.rizzo@Newport.kyschools.us	859-292-3038	4003167
Carroll Co	Carroll	813 Hawkins St, Carrollton	Lisa Gault	lisa.gault@carroll.kyschools.us	502-732-9362	4001081
Gallatin Co	Gallatin	600 E. Main St; Warsaw	Martha Sebring	martha.sebring@gallatin.kyschools.us	859-567-5862	4002075
Grant Co	Grant	505 S. Main, Williamstown	Kathy Craven	kathy.craven@grant.kyschools.us	859-824-3323	4002088
Williamstown Ind	Grant	300 Helton St, Williamstown	Paula Hendy	paula.hendy@williamstown.kyschools.us	859-824-4735	4005383
Harrison Co	Harrison	308 Webster Ave, Cynthia	Austin Dacci	austin.dacci@harrison.kyschools.us	859-234-7110	4002238
Henry Co	Henry	326 South Main St, New Castle	Sidney Rothenburger	Sidney.Rothenburger@henry.kyschools.us	502-845-8609	4002243
Eminence Ind	Henry	254 W. Broadway, Eminence	Jeanetta Gilkison	Jeanetta.gilkison@eminence.kyschools.us	845-5427x2402	4001764
Kenton Co	Kenton	1055 Eaton Dr, Fort Wright	Elizabeth Hord	elizabeth.hord@kenton.kyschools.us	859-344-8888	4002533
Covington Ind	Kenton	25 E. 7th Street, Covington	Taryn Stewart	taryn.stewart@covington.kyschools.us	859-392-1036	4001107
Erlanger Elsmere	Kenton	500 Graves Ave, Erlanger	Amanda Ponchott	amanda.ponchott@erlanger.kyschools.us	859-342-4690	4001767
Ludlow Ind	Kenton	525 Elm St, Ludlow	Lisa Brownfield	lisa.brownfield@ludlow.kyschools.us	859-655-7522	4002634
Covington Cath	Kenton	402 E. 21st St, Covington	Jackie Kaiser	JKaiser@covdio.org	859-392-1536	4001106
Lewis Co	Lewis	Lyons Lane, Vanceburg	Tiffany Felty	tiffany.felty@lewis.kyschools.us	606-796-2823	4002623
Mason Co	Mason	2nd and Limestone, Maysville	Kim Sapp	kim.sapp@mason.kyschools.us	606-564-9268	4002815
Oldham Co	Oldham	6165 W. Hwy 146, Buckner	Carlina Loyd	carlina.loyd@oldham.kyschools.us	502-241-3500	4003340
Owen Co	Owen	1600 Highway 22E, Owenton	Amy Chappell	amy.chappell@owen.kyschools.us	502-484-4002	4003343
Pendleton Co	Pendleton	2525 US Hwy 27 N, Falmouth	Lisa Mitchell	lisa.mitchell@pendleton.kyschools.us	859-363-4330	4003423
Robertson Co	Robertson	Main Street, Mt. Olivet	Veronica McConnell	veronica.mcconnell@robertson.kyschools.us	606-724-5421	4003629
Scott Co	Scott	2168 Frankfort Pike, Georgetown	Mitzi Marshall	mitzi.marshall@scott.kyschools.us	502-570-3035x3034	4003762
Shelby Co	Shelby	1155 W. Main St, Shelbyville	Cindy Murphy	cindy.murphy@shelby.kyschools.us	502-633-2375x262	4003764
Spencer Co	Spencer	207 W Main St, Taylorsville	Rebecca Jamison	rebecca.jamison@spencer.kyschools.us	502-477-3250	4003776
Trimble Co	Trimble	1029 Hwy 421 N, Bedford	Angela Adkins	angela.adkins@trimble.kyschools.us	502-255-5100x1043	4004619

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Adair Co	Adair	1204 Greensburg St, Columbia	Carol Roy	carol.roy@adair.kyschools.us	270-384-2476	4000623
Barren Co	Barren	202 W. Washington St, Glasgow	Cheyenne Fant	cheyenne.fant@barren.kyschools.us	270-631-6315	4000809
Glasgow Ind	Barren	1108 Cleveland Ave, Glasgow	Stacy Jessie	stacy.jessie@glasgow.kyschools.us	270-631-6757	4002082
Breckinridge Co	Breckinridge	86 Airport Rd, Hardinsburg	Debbie Webster	debbie.webster@breck.kyschools.us	270-756-3007	4000830
Cloverport Ind	Breckinridge	214 E. Main St Cloverport	Laura Shultz	laura.shultz@cloverport.kyschools.us	270-788-3910x208	4001100
Bullitt Co	Bullitt	1470 Hwy 44 E. Shepherdsville	Anglea Voyles	anglea.voyles@bullitt.kyschools.us	502-869-8050	4000834
Sunrise Serv	Bullitt	300 Hope St Mt Washington	Penny Beighey	pbeighey@sunrise.org	502-538-1000	4003800
Casey Co	Casey	1922 N. US 127, Liberty	Becky Anderson	becky.anderson@casey.kyschools.us	606-787-6151	4001084
Clinton Co	Clinton	2353 N. Hwy 127, Albany	Paulette Brinley	paulette.brinley@clinton.kyschools.us	606-387-7534	4001099
Cumberland Co	Cumberland	810 N. Main St, Burkesville	Lori Spears	lori.spears@cumberland.kyschools.us	270-864-3377	4001135
Edmonson Co	Edmonson	100 Wildcat Way, Brownsville	Amy Bullock	amy.bullock@edmonson.kyschools.us	270-597-2101	4001731
Grayson Co	Grayson	909 Brandenburg Rd Leitchfield	Kristy Hodges	kristy.hodges@grayson.kyschools.us	270-259-4011	4002090
Green Co	Green	4402 E. Hodgenville Ave. Greensburg	Anna Givens	anna.givens@green.kyschools.us	270-932-5231	4002091
Hancock Co	Hancock	83 State Rt 271 N. Hawesville	Nick Boling	nick.boling@hancock.kyschools.us	270-927-6914	4002234
Hardin Co	Hardin	2514 Leitchfield Rd, E-town	Josey Crew	Josey.crew@Hardin.kyschools.us	270-769-8800	4002235
Elizabethtown Ind	Hardin	634 N. Mulberry St, E-town	Marty Adams	marty.adams@etown.kyschools.us	270-766-1231	4001724
West Point Ind	Hardin	209 N. 13th St W. Point	Amy McCubbins	amy.mccubbins@westpoint.kyschools.us	502-922-4797x150	4005378
Fort Knox Com	Hardin	281 Fayette Ave. Bldg. 4553 Ft. Knox	Gabriele Weatherford	gabby.weatherford@am.dodea.edu	502-624-7912	4001908
Bluegrass Chail	Hardin	714 Dixie St. Bldg. 297, Fort Knox	Gabriele Weatherford	gabby.weatherford@am.dodea.edu	502-624-7912	4000821
Hart Co	Hart	511 W. Union St, Mumfordsville	Chris Russell	chris.russell@hart.kyschools.us	270-524-2356	4002240
Caverna Ind	Hart	1102 N Dixie, Cave City	Donnie Wilson	donnie.wilson@caverna.kyschools.us	270-773-2530	4001085
Jefferson Co	Jefferson	3332 Newburg Rd, Louisville	Dan Ellnor	dan.ellnor@jefferson.kyschools.us	502-485-6485	4002411
Anchorage Ind	Jefferson	11400 Ridge Rd; Anchorage	Sue Bierens	sue.bierens@Anchorage.kyschools.us	502-245-2121x2129	4000628
John Paul II Acad	Jefferson	3525 Goldsmith Lane	Shannon Jones	sjones@jp2a.org	502-452-1712	4002630
St. Rita	Jefferson	8709 Preston Highway	Antoinette Sowers	tsowers@stiriacatholicshchool.com	502-969-0628	4002630
St. Nicholas	Jefferson	5501 New Cut Road	Gwen Wheatley	gwheatley@sna-panthers.org		4002630
Notre Dame Acad	Jefferson	1927 Lewiston Place	Mary Reckendwald	maryreck34@aol.com		4002630
Nativity Acad	Jefferson	529 E. Liberty St., Louisville	Stephanie Duvall	sduvall@nativityacademy.org	502-855-3300	4003156
Home of Innocent	Jefferson	1100 E. Market St, Louisville	Susan Peggs	sgholston@homeoftheinnocents.org	502-596-1022	4002247
Father Maloney's	Jefferson	2301 Goldsmith Lane, Louisville	Debbie Richter	drichter@boyshaven.org	502-458-1171x130	4002630
Maryhurst Acad	Jefferson	1015 Dorsey Lane, Louisville	Stacey Cole	SCOLE@maryhurst.org	502-245-1576x131	4002812
Uspirtus	Jefferson	11103 Park Rd, Louisville	Daniel Henderson	daniel.henderson@centerstone.org	502-400-2506	4002812
Larue Co	Larue	208 College St Hodgenville	Stephanie Utley	stephanie.utley@larue.kyschools.us	270-358-4111	4002616
Marion Co	Marion	755 E. Main St, Lebanon	Jennifer Wheeler	jennifer.wheeler@marion.kyschools.us	270-692-3721x229	4002809
Meade Co	Meade	1155 Old Ekron Rd, Brandenburg	Jennifer Miller	jennifer.miller@meade.kyschools.us	270-422-7510	4002822
Metcalfe Co	Metcalfe	109 Sartin Dr, Edmonton	Beth Miller	Beth.Miller@metcalfe.kyschools.us	270-432-0409	4002825
Monroe Co	Monroe	309 Emberton St, Tompkinsville	John Petett	john.petett@monroe.kyschools.us	270-487-5456x2116	4002832
Nelson Co	Nelson	288 Wildcat Lane, Bardstown	Jessica Gies	jessica.gies@nelson.kyschools.us	502-349-7000	4003164
Bardstown Ind	Nelson	400 N Fifth St, Bardstown	Greta Cecil	greta.cecil@btown.kyschools.us	502-331-8812	4000808
Russell Co	Russell	404 S. Main St, Jamestown	Keith Emerson	keith.emerson@russell.kyschools.us	270-866-6300	4003635
Taylor Co	Taylor	1209 E. Broadway, Campbellsville	Kathy Phelps	kathy.phelps@taylor.kyschools.us	270-465-5371	4004421
Campbellsville Ind	Taylor	136 S. Columbia, Campbellsville	David Petett	david.petett@cville.kyschools.us	270-465-4162	4001076
Washington Co	Washington	120 Mackville Hill, Spingfield	Regina Hood	regina.hood@washington.kyschools.us	859-336-5470x237	4005370

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Allen Co	Allen	570 Oliver Street, Scottsville	Robin Herrington	robin.herrington@allen.kyschools.us	270-618-3181	4000625
Ballard Co	Ballard	3565 Paducah RD, Barlow	Amber Hayes	amber.hayes@Ballard.kyschools.us	270-665-8400x2530	4000806
Butler Co	Butler	203 N. Tyler St., Morgantown	Kaitlin Harrison	kaitlin.harrison@butler.kyschools.us	270-526-5624	4000836
Caldwell Co	Caldwell	612 West Washington St., Princeton	Will Brown	will.brown@caldwell.kyschools.us	270-365-8000	4001071
Calloway Co	Calloway	2110 College Farm Road, Murray	Patricia Lane	pat.lane@calloway.kyschools.us	270-762-7400	4001072
Murray Ind	Calloway	208 South 13 S. Murray	April Adams	april.adams@murray.kyschools.us	270-753-5700	4002938
Carlisle Co	Carlisle	4557 State Route 1377, Bardwell	Cindy Bass	cindy.bass@carlisle.kyschools.us	270-628-3800	4001080
Christian Co	Christian	200 Glass Ave., Hopkinsville	Penny Holt	penny.holt@christian.kyschools.us	270-887-7009	4001093
Fort Campbell	Christian	77 Texas Avenue; Fort Campbell	Elaine Dawkins	elaine.dawkins@am.dodea.edu	270-640-1204x5011	4001907
Crittenden Co	Crittenden	601 West Elm Street; Marion	Emily Wheeler	emily.wheeler@crittenden.kyschools.us	270-965-5052	4001110
Daviess Co	Daviess	1622 Southeastern Pky, O'boro	Lisa Sims	lisa.sims@daviess.kyschools.us	270-852-7000	4001562
Owensboro Ind	Daviess	450 Griffith Ave., Owensboro	Kaitlyn Blankendall	kaitlyn.blankendall@owensboro.kyschools.us	270-686-1000	4003335
Owensboro AD	Daviess	600 Locust St., Owensboro	Sonya Evans	sonya.evans@Pasoia.org	270-852-8355	4003334
Fulton Co	Fulton	2780 Moscow Ave., Hickman	Julie Jackson	julie.jackson@Fulton.kyschools.us	270-236-3923	4001910
Fulton Ind	Fulton	313 Main Street; Fulton	Ashley Teasley	ashley.teasley@Fultonind.kyschools.us	270-472-1640	4001911
Graves Co	Graves	2290 Street Route 121; Mayfield	Shalina McClain	shalina.mcclain@graves.kyschools.us	270-328-1548	4002089
Mayfield Ind	Graves	914 East College Street; Mayfield	Leah Feagin	leah.feagin@Mayfield.kyschools.us	270-247-4481	4002817
Henderson Co	Henderson	1805 Second St., Henderson	Charlotte Bumgartner	charlotte.bumgartner@henderson.kyschools.us	270-831-5015	4002242
Hickman Co	Hickman	416 North Waterfield Dr., Clinton	Megan Adams	megan.adams@hickman.kyschools.us	270-653-4045	4002244
Hopkins Co	Hopkins	320 South Seminary St. Madisonville	Maci Cox	maci.cox@hopkins.kyschools.us	270-825-6000	4002253
Dawson Springs	Hopkins	316 Eli Street; Dawson Springs	Ladonna Bennett	ladonna.bennett@dawsonsprings.kyschools.us	270-797-2957x4030	4001565
Livingston Co	Livingston	850 Cutoff Rd., Smithfield	Kristy Nelson	kristy.nelson@livingston.kyschools.us	270-928-2111	4002627
Logan Co	Logan	2222 Bowling Green Rd, Russellville	Jaime Fair	jaime.fair@logan.kyschools.us	270-726-2436	4002628
Russellville Ind	Logan	355 South Summer St; Russellville	Lisa Cox	lisa.cox@russellville.kyschools.us	270-726-8405	4003636
Lyon Co	Lyon	217 Jenkins Road, Eddyville	Sarah Patterson	sarah.patterson@Lyon.kyschools.us	270-388-9715	4002635
McCracken Co	McCracken	260 Bleich Rd; Paducah	Sara Jane Hedges	sara.hedges@McCracken.kyschools.us	270-538-4012x270	4002818
Paducah Ind	McCracken	800 Caldwell St; Paducah	Lynsi Barnhill	lynsi.barnhill@paducah.kyschools.us	270-444-5600	4003416
McLean Co	McClean	283 Main St; Calhoun	Melody Chelstrom	melody.chelstrom@mclean.kyschools.us	270-273-5257	4002820
Marshall Co	Marshall	86 High School Rd; Benton	McKenzie Suiter	mckenzie.suiter@Marshall.kyschools.us	270-527-8628x2353	4002810
Muhlenberg Co	Muhlenberg	510 West Main St; Powderly	Jo Cooper	jo.cooper@muhlenberg.kyschools.us	270-338-2871	4002937
Ohio Co	Ohio	315 E Union; Hartford	Dianna Wilson	chip.schrader@ohio.kyschools.us	270-298-3249	4003339
Simpson Co	Simpson	430 South College St, Franklin	Sarah Richardson	sarah.richardson@simpson.kyschools.us	270-586-8877	4003767
Todd Co	Todd	804 South Main St; Elkton	Melissa Weathers	Melissa.Weathers@todd.kyschools.us	270-265-2436	4004615
Trigg Co	Trigg	202 Main St; Cadiz	Paula Dickerson	Paula.Dickerson@trigg.kyschools.us	270-522-2228	4004618
Union Co	Union	510 South Mart St; Morganfield	Shane Bosaw	shane.bosaw@union.kyschools.us	270-389-0263	4005283
Warren Co	Warren	303 Lover's Lane; Bowling Green	Gina Howard	gina.howard@warren.kyschools.us	270-781-5150	4005367
Bowling Gr Ind	Warren	503 Old Morgantown Rd; Bowling Gr.	Dalla Emerson	dalla.emerson@bgreen.kyschools.us	270-746-2339	4000805
Webster Co	Webster	28 State Route 1340; Dixon	Valerie Knight	valerie.knight@webster.kyschools.us	270-639-0194	4005376

COMMONWEALTH OF KENTUCKY
KENTUCKY DEPARTMENT OF AGRICULTURE
Division of Food Distribution

PROGRAM ADMINISTRATION AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July 2020, by and between the Commonwealth of Kentucky, Department of Agriculture, Division of Food Distribution, hereinafter referred to as the Department, and

(Name of School District/Recipient Agency)

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

WITNESSETH, THAT:

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

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

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

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

A. Use of Foods:

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

B. Quantities Requested:

USDA Foods 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 USDA 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;
2. Safeguard foods against theft, spoilage and other loss;
3. Maintain foods at the following temperatures:
 - a. Dry Storage 50°F to 70°F
 - b. Cooler Storage 35°F to 41°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. USDA Foods are 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 USDA Approved Ordering System, 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 the ordering system 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 USDA Donated Foods for congregate meals service.

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

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

USDA Donated Foods that are found to be damaged or out-of-condition and are declared unfit for human consumption by Federal, State, or local health officials or by other inspection services shall be disposed of in one of the following manners:

1. Destroy carton labels and remove product from USDA packaging.
2. Destroy food and ensure that it cannot be eaten. For example: remove it from the USDA container and pour bleach or other substance on the product.
3. Some products may have to be taken to a landfill for proper disposal.
4. Agencies that are bleach-free should consider destroying product through a disposal unit or landfill.
5. When in doubt about proper disposal, contact your local health department or The Kentucky Department of Agriculture (KDA).

G. Availability for Demonstration and Test:

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

H. Processing:

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

1. The Second Party shall request no more than three (3) items be returned to commercial contracted distributor warehouse at any one time, unless agreed upon by the processor and the distributor.
2. Within 48 hours of receipt of notification from the Processor of the date of arrival of end products at the distributor's warehouse, the Second Party shall electronically submit a Notice of Delivery of USDA Foods (KY-FD- 3) form to the distributor
3. The Second Party shall take delivery of all processed items within 30 days of delivery at distributor's warehouse, or the contracted storage charge may be assessed.

I. Buy American:

When purchasing food products with Federal funds, the Second Party shall, whenever possible, purchase only food products that are produced in the United States as defined in 7 CFR 250.17(e).

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 USDA Foods.
2. All signed invoices showing the receipt of USDA Foods.
3. Temperature Recording Chart (KY-FD-8) form for dry, frozen and cool storage areas.

4. A current Health Inspection Report by the local Health Department of all storage facilities and food preparation areas.
5. A record of and an accurate accounting of all funds derived from the sale of containers.
6. An approved Agreement of USDA 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. Supplements must be completed via the KDA website. The approved Agreement with amendments must be kept on file in the Board Office.
7. Records of extermination treatment performed by the Second Party or a certified contracted agency to prevent insect, rodent or other animal infestation. If self-applied, a copy of current certification must be kept on file.
8. A record of all USDA Foods used or transferred during a declared emergency for a mass feeding operation, using Emergency 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.
All records shall be kept on file for 3 years plus the current.

K. Delivery and Receipt of USDA Foods:

The Second Party shall be responsible for the receipt of USDA 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 USDA Food to Schools (KY-FD-3) electronic form within 24 hours notification by USDA ordering system, 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 fifteen (15) cases. **There shall be a minimum of fifteen (15) cases per delivery (drop site). 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 site).**

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 USDA Food to Schools (KY-FD-3) form within the 24 hour timeframe, may receive each delivery order of USDA Foods in full on their next scheduled delivery day, or within ten working days after receipt of the USDA Foods by the distributor. Under no circumstances shall a Distributor deliver USDA 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 USDA 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 USDA 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 USDA 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 USDA 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 or processor. The distributor or processor 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 online Food Complaint (KY-FD-21) form and email it to the Department. The Department will enter the information in the USDA 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
- Quantity of product affected
- USDA Foods Material ID Number
- Sales order number (S/O) Available on the USDA Food Ordering System 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 10.555, to the Department of Education.

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

3. RIGHTS OF INSPECTION AND AUDIT:

The United States Department of Agriculture, the Kentucky Department of Agriculture, or any of their duly authorized representatives shall have unrestricted access to inspect USDA 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, 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. 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.
- C. The Second Party will send to each labor union or representative of workers, with which the Second Party has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Second Party will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

- D. The Second Party will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Second Party will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to the Second Party's books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Second Party's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Second Party may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Second Party will include the provisions of paragraphs 1 through 7 of Section 202 of Executive Order No. 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Second Party will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a subcontractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the agency, the Second Party may request the United States to enter into such litigation to protect the interests of the United States.
- H. The Second Party agrees to comply with all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this contract.

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

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

8. LICENSING REQUIREMENTS:

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

9. FULFILLMENT OF CONTRACT:

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

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

10. **DISCLAIMER:**

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

11. **FINANCIAL MANAGEMENT**

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

- A. Funds accruing from the sale of containers or packing materials in which donated foods are received, salvage of donated foods shall be returned to the Department or used only for the payment of expenses of the program which will improve program operations including, but not limited to, transportation, storage, and handling of donated foods, salaries of persons directly connected with the program, and other program related expenses.
- B. The Second Party will pay all in-state distribution charges as established by the Department. The charges shall be paid monthly, in accordance with established Department policy, at the approved rate charged by the Distributor in the bid proposal award. The Department retains the right to withhold delivery or allocation of USDA Foods if the Second Party fails to comply with the terms of this contract or if the Second Party falls more than sixty days in arrears in payment.
- C. Funds accruing from the operation of the program shall not be used for those costs which are not allowable under the cost principles in the U.S. Department of Agriculture Uniform Federal Assistance Regulations, 7 CFR Part 3015 Subpart T.
- D. The parties to this Agreement are cognizant that the Department of Agriculture is not liable for Social Security contributions pursuant to 420S Code, relative to the compensation of the Second Party during the period of this Agreement.

12. **LOBBYING RESTRICTIONS, CERTIFICATION AND DISCLOSURE:**

In accordance with 7 CFR 3018, no appropriated funds may be expended by the recipient of a Federal contract, grant, loan or cooperative agreement, including agreements covering donated commodities, with a dollar value exceeding \$100,000, to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal Actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- A. **Exceptions:**

The prohibition on using appropriated funds does not apply to activities by employees of the Second Party with respect to:

Liaison activities with Federal agencies and Congress not directly related to a covered Federal action.

Providing any information specifically requested by an agency or Congress.

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

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

B. Certification:

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

C. Disclosure:

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

D. Penalties:

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

13. FOOD SERVICE MANAGEMENT COMPANIES

The Second Party may employ Food Service Management Companies to conduct food service operations in accordance with 7CFR 250.50 (a) 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 250.50 (a). The review procedures will encompass eligibility, food ordering procedures, storage practices, inventory controls, reporting and record keeping requirements, and compliance with nondiscrimination provisions.
- D. The Food Service Management Contract must contain lobbying restrictions outlined in Item 11 of this Agreement.
- E. Contracts may be terminated for cause by either party upon 30 days' written notice. At the time the contract is extended, the Food Service Management Agency must update all pertinent information and must demonstrate that all donated foods received during the previous contract period have been accounted for.
- F. When contracting for storage facilities, the Food Service Management Agency shall enter into a written contract for lease of storage facilities to be effective for no longer than one year. The contract may be extended at the option of both parties for four additional one-year periods. At the time the contract is extended, the storage facility must update all pertinent information and demonstrate that all donated foods received during the previous contract period have been accounted for.
- G. **A copy of the Food Service Management Company contract must be forwarded to this office for review, prior to the effective date of the contract.**

14. DEPARTMENT OF DEFENSE (DOD) PROGRAM:

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

The Second Party is required to:

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

2. Shipment and Delivery:

- A. When the fresh product is shipped, the Second Party shall be responsible for offloading 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 "FFAVORS" system.
- E. If DSO does not receive an order from a Second Party in accordance with the established ordering schedule contact the Second Party to determine if orders will be made.
- F. At the time of ordering, notify the Second Party of any fresh product available at an economic price due to market conditions of which the Second Party was not previously notified.
- G. Make any item not available when ordered, available to be ordered by the Second Party as soon as it becomes available.
- H. In cases of emergency, fill orders from stock on hand or arrange delivery directly from a vendor to a Second Party, and;
- I. Before filling any order, check to ensure that the order will not cause the dollar allocation for the Second Party to be exceeded.

15. DEPARTMENT RESPONSIBILITIES:

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

A. INFORMATION DISSEMINATION:

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

B. TRAINING

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

C. REVIEWS

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

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

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

16. PURCHASING AND SPECIFICATIONS:

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

17. CONFLICT-OF-INTEREST LAWS AND PRINCIPLES:

The agent of the Second Party hereby also certifies by his/her signature hereinafter that he/she is legally entitled to enter into the subject contract with the Commonwealth of Kentucky and certifies that he/she is not and will not be violating either directly or indirectly any conflict of interest statute (KRS 45A.330-45A.340, 45A.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 PARTY: (School District)

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

Name of Second Party

Address

City State Zip Code

Email Address

Superintendent (Type or Print)

Signature of Superintendent/Administrator

Bill Wickliffe, Director
Kentucky Department of Agriculture
Division of Food Distribution

Date

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of July 11, 2019

Title 7 → Subtitle B → Chapter II → Subchapter B → Part 250

Title 7: Agriculture

PART 250—DONATION OF FOODS FOR USE IN THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS AND AREAS UNDER ITS JURISDICTION**Contents****Subpart A—General Purpose and Administration**

- §250.1 Purpose and use of donated foods.
- §250.2 Definitions.
- §250.3 Administration at the Federal level.
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- §250.5 Civil rights.

Subpart B—Delivery, Distribution, and Control of Donated Foods

- §250.10 Availability and ordering of donated foods.
- §250.11 Delivery and receipt of donated food shipments.
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- §250.15 Out-of-condition donated foods, food recalls, and complaints.
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- §250.19 Recordkeeping requirements.
- §250.20 Audit requirements.
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- §250.31 Procurement requirements.
- §250.32 Protection of donated food value.
- §250.33 Ensuring processing yields of donated foods.
- §250.34 Substitution of donated foods.
- §250.35 Storage, food safety, quality control, and inventory management.
- §250.36 End product sales and crediting for the value of donated foods.
- §250.37 Reports, records, and reviews of processor performance.
- §250.38 Provisions of agreements.
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- §250.50 Contract requirements and procurement.
- §250.51 Crediting for, and use of, donated foods.
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- §250.53 Contract provisions.
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Subpart E—National School Lunch Program (NSLP) and Other Child Nutrition Programs

- §250.56 Provision of donated foods in NSLP.
- §250.57 Commodity schools.
- §250.58 Ordering donated foods and their provision to school food authorities.
- §250.59 Storage, control, and use of donated foods.
- §250.60 Child and Adult Care Food Program (CACFP).
- §250.61 Summer Food Service Program (SFSP).

Subpart F—Household Programs

- §250.63 Commodity Supplemental Food Program (CSFP).
- §250.64 The Emergency Food Assistance Program (TEFAP).
- §250.65 Food Distribution Program on Indian Reservations (FDPIR).
- §250.66 [Reserved]

Subpart G—Additional Provisions

- §250.67 Charitable institutions.
- §250.68 Nutrition Services Incentive Program (NSIP).
- §250.69 Disasters.
- §250.70 Situations of distress.
- §250.71 OMB control numbers.

AUTHORITY: 5 U.S.C. 301; 7 U.S.C. 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a-1, 1859, 2014, 2025, 15 U.S.C. 713c; 22 U.S.C. 1922; 42 U.S.C. 1751, 1755, 1758, 1760, 1761, 1762a, 1766, 3030a, 5179, 5180.

SOURCE: 53 FR 20426, June 3, 1988, unless otherwise noted.

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Subpart A—General Purpose and Administration

SOURCE: 81 FR 23100, Apr. 19, 2016, unless otherwise noted.

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§250.1 Purpose and use of donated foods.

(a) *Purpose.* The Department purchases foods and donates them to State distributing agencies for further distribution and use in food assistance programs, or to provide assistance to eligible persons, in accordance with legislation:

(1) Authorizing donated food assistance in specific programs (e.g., the Richard B. Russell National School Lunch Act for the National School Lunch Program (NSLP)); or

(2) Authorizing the removal of surplus foods from the market or the support of food prices (i.e., in accordance with Section 32, Section 416, and Section 709, as defined in §250.2).

(b) *Use of donated foods.* Donated foods must be used in accordance with the requirements of this part and with other Federal regulations applicable to specific food assistance programs (e.g., 7 CFR part 251 includes requirements for the use of donated foods in The Emergency Food Assistance Program (TEFAP)). Such use may include activities designed to demonstrate or test the effective use of donated foods (e.g., in nutrition classes or cooking demonstrations) in any programs. However, donated foods may not be:

(1) Sold or exchanged, or otherwise disposed of, unless approved by FNS, or specifically permitted elsewhere in this part or in other Federal regulations (e.g., donated foods may be used in meals sold in NSLP);

(2) Used to require recipients to make any payments or perform any services in exchange for their receipt, unless approved by FNS, or specifically permitted elsewhere in this part or in other Federal regulations; or

(3) Used to solicit voluntary contributions in connection with their receipt, except for donated foods provided in the Nutrition Services Incentive Program (NSIP).

(c) *Legislative sanctions.* In accordance with the Richard B. Russell National School Lunch Act (42 U.S.C. 1760) and the Agriculture and Consumer Protection Act of 1973 (7 U.S.C. 612c note), any person who embezzles, willfully misapplies, steals, or obtains by fraud any donated foods (or funds, assets, or property deriving from such donated foods) will be subject to Federal criminal prosecution and other penalties. Any person who receives, conceals, or retains such donated foods or funds, assets, or property deriving from such foods, with the knowledge that they were embezzled, willfully misapplied, stolen, or obtained by fraud, will also be subject to Federal criminal prosecution and other penalties. The distributing agency, or other parties, as applicable, must immediately notify FNS of any such violations.

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§250.2 Definitions.

2 CFR part 200 means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published by OMB. The Part reference covers applicable: Acronyms and Definitions (subpart A), General Provisions (subpart B), Post Federal Award Requirements (subpart D), Cost Principles (subpart E), and Audit Requirements (subpart F). (NOTE: Pre-Federal Award Requirements and Contents of Federal Awards (subpart C) do not apply to the National School Lunch Program).

ACL means the Administration for Community Living, which is the DHHS agency that administers NSIP.

Administering agency means a State agency that has been approved by the Department to administer a food assistance program. If such agency is also responsible for the distribution of donated foods, it is referred to as the distributing agency in this part.

Adult care institution means a nonresidential adult day care center that participates independently in CACFP, or that participates as a sponsoring organization, and that may receive donated foods or cash-in-lieu of donated foods, in accordance with an agreement with the distributing agency.

Backhauling means the delivery of donated foods to a processor for processing from a distributing or recipient agency's storage facility.

Bonus foods means Section 32, Section 416, and Section 709 donated foods, as defined in this section, which are purchased under surplus removal or price support authority, and provided to distributing agencies in addition to legislatively authorized levels of assistance.

CACFP means the Child and Adult Care Food Program.

Carrier means a commercial enterprise that transports donated foods from one location to another, but does not store such foods.

Charitable institutions means public institutions or private nonprofit organizations that provide a meal service on a regular basis to predominantly eligible persons in the same place without marked changes. Some types of charitable institutions are included in §250.67.

Child care institution means a nonresidential child care center that participates independently in CACFP, or that participates as a sponsoring organization, in accordance with an agreement with the distributing agency.

Child nutrition program means NSLP, CACFP, SFSP, or SBP.

Commingling means the storage of donated foods together with commercially purchased foods.

Commodity offer value means the minimum value of donated foods that the distributing agency must offer to a school food authority participating in NSLP each school year. The commodity offer value is equal to the national per-meal value of donated food assistance multiplied by the number of reimbursable lunches served by the school food authority in the previous school year.

Commodity school means a school that operates a nonprofit food service, in accordance with 7 CFR part 210, but that receives additional donated food assistance rather than the cash assistance available to it under Section 4 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1753).

Consignee means an entity (e.g., the distributing or recipient agency, a commercial storage facility, or a processor) that receives a shipment of donated foods from a vendor or Federal storage facility.

Contract value of the donated foods means the price assigned by the Department to a donated food which must reflect the Department's current acquisition price. This may alternatively be referred to as the USDA purchase price.

CSFP means the Commodity Supplemental Food Program.

Department means the United States Department of Agriculture (USDA).

DHHS means the United States Department of Health and Human Services.

Disaster means a Presidentially declared disaster or emergency, in accordance with Section 412 or 413 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5179-5180), in which Federal assistance, including donated food assistance, may be provided to persons in need of such assistance as a result of the disaster or emergency.

Disaster organization means an organization authorized by FNS or a distributing agency, when appropriate, to provide assistance to survivors of a disaster or a situation of distress.

Distributing agency means a State agency selected by the Governor of the State or the State legislature to distribute donated foods in the State, in accordance with an agreement with FNS, and with the requirements in this part and other Federal regulations, as applicable (e.g., a State agency distributing donated foods in CSFP must comply with requirements in 7 CFR part 247). Indian Tribal Organizations may act as a distributing agency in the distribution of donated foods on, or near, Indian reservations, as provided for in applicable Federal regulations (e.g., 7 CFR part 253 or 254 for FDPIR). A distributing agency may also be referred to as a State distributing agency.

Distribution charge means the cumulative charge imposed by distributing agencies on school food authorities to help meet the costs of storing and distributing donated foods, and administrative costs related to such activities.

Distributor means a commercial food purveyor or handler who is independent of a processor and charges and bills for the handling of donated foods, and/or sells and bills for the end products delivered to recipient agencies.

Donated foods means foods purchased by USDA for donation in food assistance programs, or for donation to entities assisting eligible persons, in accordance with legislation authorizing such purchase and donation. Donated foods are also referred to as USDA Foods.

Elderly nutrition project means a recipient agency selected by the State Unit on Aging to receive assistance in NSIP, which may include donated food assistance.

Eligible persons means persons in need of food assistance as a result of their:

- (1) Economic status;
- (2) Eligibility for a specific food assistance program; or
- (3) Eligibility as survivors of a disaster or a situation of distress.

End product means a food product that contains processed donated foods.

End product data schedule means a processor's description of its processing of donated food into a finished end product, including the processing yield of donated food.

Entitlement means the value of donated foods a distributing agency is authorized to receive in a specific program, in accordance with program legislation.

Entitlement foods means donated foods that USDA purchases and provides in accordance with levels of assistance mandated by program legislation.

FDPIR means the Food Distribution Program on Indian Reservations and the Food Distribution Program for Indian Households in Oklahoma.

Federal acceptance service means the acceptance service provided by:

- (1) The applicable grading branches of the Department's Agricultural Marketing Service (AMS);
- (2) The Department's Federal Grain Inspection Service; and
- (3) The National Marine Fisheries Service of the U.S. Department of Commerce.

Fiscal year means the period of 12 months beginning October 1 of any calendar year and ending September 30 of the following calendar year.

FNS means the Food and Nutrition Service of the Department of Agriculture.

Food recall means an action to remove food products from commerce when there is reason to believe the products may be unsafe, adulterated, or mislabeled. The action is taken to protect the public from products that may cause health problems or possible death.

Food service management company means a commercial enterprise, nonprofit organization, or public institution that is, or may be, contracted with by a recipient agency to manage any aspect of a recipient agency's food service, in accordance with 7 CFR part 210, 225, or 226, or, with respect to charitable institutions, in accordance with this part. To the extent that such management includes the use of donated foods, the food service management company is subject to the applicable requirements in this part. However, a school food authority participating in NSLP that performs such functions is not considered a food service management company. Also, a commercial enterprise that uses donated foods to prepare meals at a commercial facility, or to perform other activities that meet the definition of processing in this section, is considered a processor in this part, and is subject to the requirements in subpart C, and not subpart D, of this part.

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

- (1) An individual living alone;
- (2) An individual living with others, but customarily purchasing food and preparing meals for home consumption separate and apart from the others;
- (3) A group of individuals living together who customarily purchase and prepare meals in common for home consumption; and
- (4) Other individuals or groups of individuals, as provided in FNS regulations specific to particular food assistance programs.

Household programs means CSFP, FDPIR, and TEFAP.

In-kind replacement means the replacement of a loss of donated food with the same type of food of U.S. origin, of equal or better quality as the donated food, and at least equal in value to the lost donated food.

In-State processing agreement means a distributing agency's agreement with an in-State processor to process donated foods into finished end products for sale to eligible recipient agencies or for sale to the distributing agency.

In-State processor means a processor that has entered into agreements with distributing or recipient agencies that are located only in the State in which all of the processor's processing facilities are located.

Multi-food shipment means a shipment from a Federal storage facility that usually includes more than one type of donated food.

Multi-State processor means a processor that has entered into agreements with distributing or recipient agencies in more than one State, or that has entered into one or more agreements with distributing or recipient agencies that are located in a State other than the State in which the processor's processing facilities or business office is located.

National per-meal value means the value of donated foods provided for each reimbursable lunch served in NSLP in the previous school year, and for each reimbursable lunch and supper served in CACFP in the previous school year, as established in sections 6(c) and 17(h)(1)(B) of the Richard B. Russell National School Lunch Act ((42 U.S.C. 1755(c) and 1766(h)(1)(B)).

National processing agreement means an agreement between FNS and a multi-State processor to process donated foods into end products for sale to distributing or recipient agencies.

Nonprofit organization means a private organization with tax-exempt status under the Internal Revenue Code. Nonprofit organizations operated exclusively for religious purposes are automatically tax-exempt under the Internal Revenue Code.

Nonprofit school food service means all food service operations conducted by the school food authority principally for the benefit of schoolchildren, all of the revenue from which is used solely for the operation or improvement of such food services.

NSIP means the Nutrition Services Incentive Program administered by the DHHS ACL.

NSLP means the National School Lunch Program.

Out-of-condition donated foods means donated foods that are no longer fit for human consumption as a result of spoilage, contamination, infestation, adulteration, or damage.

Performance supply and surety bond means a written instrument issued by a surety company which guarantees performance and supply of end products by a processor under the terms of a processing contract.

Processing means a commercial enterprise's use of a commercial facility to:

- (1) Convert donated foods into an end product;
- (2) Repackage donated foods; or
- (3) Use donated foods in the preparation of meals.

Processor means a commercial enterprise that processes donated foods at a commercial facility.

Recipient agencies means agencies or organizations that receive donated foods for distribution to eligible persons or for use in meals provided to eligible persons, in accordance with agreements with a distributing or subdistributing agency, or with another recipient agency. Local agencies in CSFP, and Indian Tribal Organizations distributing donated foods to eligible persons through FDPIR in a State in which the State government administers FDPIR, are considered recipient agencies in this part.

Recipients means persons receiving donated foods, or a meal containing donated foods, provided by recipient agencies.

Recipient agency processing agreement means a recipient agency's agreement with a processor to process donated foods and to purchase the finished end products.

Reimbursable meals means meals that meet the nutritional standards established in Federal regulations pertaining to NSLP, SFSP, or CACFP, and that are served to eligible recipients.

Replacement value means the price assigned by the Department to a donated food which must reflect the current price in the market to ensure compensation for donated foods lost in processing or other activities. The replacement value may be changed by the Department at any time.

SAE funds means Federal funds provided to State agencies for State administrative expenses, in accordance with 7 CFR part 235.

SBP means the School Breakfast Program.

School food authority means the governing body responsible for the administration of one or more schools, and that has the legal authority to operate NSLP or be otherwise approved by FNS to operate NSLP.

School year means the period of 12 months beginning July 1 of any calendar year and ending June 30 of the following calendar year.

Section 4(a) means section 4(a) of the Agriculture and Consumer Protection Act of 1973 (7 U.S.C. 612c note), which authorizes the Department to purchase donated foods to maintain the traditional level of assistance for food assistance programs authorized by law, including, but not limited to, CSFP, FDPIR, and disaster assistance.

Section 6 means section 6 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1755), which authorizes the Department to provide a specified value of donated food assistance in NSLP.

Section 14 means section 14 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1762a), which authorizes the Department to use Section 32 or Section 416 funds to maintain the annually programmed levels of donated food assistance in child nutrition programs.

Section 27 means section 27 of the Food and Nutrition Act of 2008 (7 U.S.C. 2036), which authorizes the purchase of donated foods for distribution in TEFAP.

Section 32 means section 32 of Public Law 74-320 (7 U.S.C. 612c), which authorizes the Department to purchase primarily perishable foods to remove market surpluses, and to donate them for use in domestic food assistance programs or by charitable institutions.

Section 311 means section 311 of the Older Americans Act of 1965 (42 U.S.C. 3030a), which permits State Units on Aging to receive all or part of their NSIP grant as USDA donated foods.

Section 416 means section 416 of the Agricultural Act of 1949 (7 U.S.C. 1431), which authorizes the Department to purchase nonperishable foods to support market prices, and to donate them for use in domestic food assistance programs or by charitable institutions.

Section 709 means section 709 of the Food and Agricultural Act of 1965 (7 U.S.C. 1446a-1), which authorizes the Department to purchase dairy products to meet authorized levels of assistance in domestic food assistance programs when such assistance cannot be met by Section 416 food purchases.

Service institution means recipient agencies that participate in SFSP.

SFSP means the Summer Food Service Program.

Similar replacement means the replacement of a loss of donated food with another type of food from the same food category (e.g., dairy, grain, meat/meat alternate, vegetable, fruit, etc.) that is of U.S. origin, of equal or better quality than that type of donated food, and at least equal in value to the lost donated food.

Single inventory management means the commingling in storage of donated foods and foods from other sources, and the maintenance of a single inventory record of such commingled foods.

Situation of distress means a natural catastrophe or other event that does not meet the definition of disaster in this section, but that, in the determination of the distributing agency, or of FNS, as applicable, warrants the use of donated foods to assist survivors of such catastrophe or other event. A situation of distress may include, for example, a hurricane, flood, snowstorm, or explosion.

SNAP means the Supplemental Nutrition Assistance Program.

Split shipment means a shipment of donated foods from a vendor that is split between two or more distributing or recipient agencies, and that usually includes more than one stop-off or delivery location.

State means any State of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, and American Samoa.

State Participation Agreement means a distributing agency's agreement with a multi-State processor to permit the sale of finished end products produced under the processor's National Processing Agreement to eligible recipient agencies in the State or to directly purchase such finished end products.

State Unit on Aging means:

- (1) The State agency that has been approved by DHHS to administer NSIP; or
- (2) The Indian Tribal Organization that has been approved by DHHS to administer NSIP.

Storage facility means a publicly-owned or nonprofit facility or a commercial enterprise that stores donated foods or end products, and that may also transport such foods to another location.

Subdistributing agency means a State agency, a public agency, or a nonprofit organization selected by the distributing agency to perform one or more activities required of the distributing agency in this part, in accordance with a written agreement between the parties. A subdistributing agency may also be a recipient agency.

Substitution means:

(1) The replacement of donated foods with like quantities of domestically produced commercial foods of the same generic identity and of equal or better quality.

(2) A processor can substitute commercial product for donated food, as described in paragraph (1) of this definition, without restrictions under full substitution. The processor must return to the contracting agency, in finished end products, the same number of pounds of donated food that the processor originally received for processing under full substitution. This is the 100-percent yield requirement.

(3) A processor can substitute commercial product for donated foods, as described in paragraph (1) of this definition, with some restrictions under limited substitution. Restrictions include, but are not limited to, the prohibition against substituting for backhauled poultry product. FNS may also prohibit substitution of certain types of the same generic food. (For example, FNS may decide to permit substitution for bulk chicken but not for canned chicken.)

Summer camp means a nonprofit or public camp for children aged 18 and under.

TEFAP means The Emergency Food Assistance Program.

USDA Foods means donated foods.

USDA implementing regulations mean the following: 2 CFR part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 CFR part 415, General Program Administrative Regulations; 2 CFR part 416, General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments; and 2 CFR part 418, New Restrictions on Lobbying.

Vendor means a commercial food company from which the Department purchases foods for donation.

[81 FR 23100, Apr. 19, 2016, as amended at 83 FR 18926, May 1, 2018]

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§250.3 Administration at the Federal level.

(a) *Food and Nutrition Service.* Within the Department, Food and Nutrition Service (FNS) must act on behalf of the Department to administer the distribution of donated foods to distributing agencies for further distribution and use at the State level, in accordance with the requirements of this part.

(b) *Audits or inspections.* The Department, the Comptroller General of the United States, or any of their authorized representatives, may conduct audits or inspections of distributing, subdistributing, or recipient agencies, or the commercial enterprises with which they have contracts or agreements, in order to determine compliance with the requirements of this part, or with other applicable Federal regulations.

(c) *Suspension or termination.* Whenever it is determined that a distributing agency has materially failed to comply with the provisions of this part, or with other applicable Federal regulations, FNS may suspend or terminate the distribution of donated foods, or the provision of administrative funds, to the distributing agency. FNS must provide written notification of such suspension or termination of assistance, including the reasons for the action and the effective date. The distributing agency may appeal a suspension or termination of assistance if such appeal is provided for in Federal regulations applicable to a specific food assistance program (e.g., as provided for in §253.5(l) of this chapter for FDPIR). FNS may also take other actions, as appropriate, including prosecution under applicable Federal statutes.

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§250.4 Administration at the State level.

(a) *Distributing agency.* The distributing agency, as defined in §250.2, is responsible for ensuring compliance with the requirements in this part, and in other Federal regulations referenced in this part, in the distribution and control of donated foods. In order to receive, store, and distribute donated foods, the distributing agency must enter into a written agreement with FNS (the *Federal-State Agreement*, form FNS-74) for the distribution of donated foods in accordance with the provisions of this part and other applicable Federal regulations. The Federal-State agreement is permanent, but may be amended with the concurrence of both parties. FNS may terminate the Federal-State agreement if the distributing agency fails to meet its obligations, in accordance with §250.3(c). Each distributing agency must also provide adequate personnel to administer the program in accordance with this part. The distributing agency may impose additional requirements related to the distribution

and control of donated foods in the State, as long as such requirements are not inconsistent with the requirements in this part or other Federal regulations referenced in this part.

(b) *Subdistributing agency.* The distributing agency may enter into a written agreement with a subdistributing agency, as defined in §250.2, to perform specific activities required of the distributing agency in this part. However, the distributing agency may not assign its overall responsibility for donated food distribution and control to a subdistributing agency or to any other organization, and may not delegate its responsibility to ensure compliance with the performance standards in §250.22. The agreement entered into with the subdistributing agency must include the provisions in paragraph (c) of this section, and must indicate the specific activities for which the subdistributing agency is responsible.

(c) *Recipient agencies.* The distributing agency must select recipient agencies, as defined in §250.2, to receive donated foods for distribution to eligible persons, or for use in meals provided to eligible persons, in accordance with eligibility criteria for specific programs or outlets, and must enter into a written agreement with a recipient agency prior to distribution of donated foods to it. However, for child nutrition programs, the distributing agency must enter into agreements with those recipient agencies selected by the State administering agency to participate in such programs, prior to distribution of donated foods to such recipient agencies. The distributing agency must confirm such recipient agencies' approval for participation in the appropriate child nutrition program with the State administering agency. For household programs, distributing agencies must consider the past performance of recipient agencies when approving applications for participation. Agreements with recipient agencies must include the provisions in this paragraph (c), as well as provisions required in Federal regulations applicable to specific programs (e.g., agreements with local agencies in CSFP must include the provisions in §247.4(b) of this chapter). The agreements with recipient agencies and subdistributing agencies must:

(1) Ensure compliance with the applicable requirements in this part, with other Federal regulations referenced in this part, and with the distributing agency's written agreement with FNS;

(2) Ensure compliance with all requirements relating to food safety and food recalls;

(3) Establish the duration of the agreement. The duration of the agreement may be established as permanent, but may be amended at the initiation of distributing agencies;

(4) Permit termination of the agreement by the distributing agency for failure of the recipient agency (or subdistributing agency, as applicable) to comply with its provisions or applicable requirements, upon written notification to the applicable party; and

(5) Permit termination of the agreement by either party, upon written notification to the other party, at least 60 days prior to the effective date of termination.

(d) *Procurement of services of commercial enterprises.* The distributing agency, or a recipient agency, must ensure compliance with procurement requirements in 2 CFR part 200, subpart D, and USDA implementing regulations at 2 CFR parts 400 and 416, as applicable, to obtain the services of a commercial enterprise to conduct activities relating to donated foods. The distributing agency, or a recipient agency, must also ensure compliance with other applicable Departmental regulations in such procurements—for example, a school food authority must ensure compliance with requirements in §§210.16 and 210.21 of this chapter, and in subpart D of this part, in procuring the services of a food service management company.

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§250.5 Civil rights.

Distributing agencies, subdistributing agencies and recipient agencies must comply with the Department's nondiscrimination regulations (7 CFR parts 15, 15a, and 15b) and the FNS civil rights instructions to ensure that in the operation of the program no person is discriminated against on protected bases as such bases apply to each program.

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Subpart B—Delivery, Distribution, and Control of Donated Foods

SOURCE: 81 FR 23104, Apr. 19, 2016, unless otherwise noted.

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§250.10 Availability and ordering of donated foods.

(a) *Ordering donated foods.* The distributing agency must utilize a request-driven ordering system in submitting orders for donated foods to FNS. As part of such system, the distributing agency must provide recipient agencies with the opportunity to submit input, on at least an annual basis, in determining the donated foods from the full list that are made available to them for ordering. Based on the input received, the distributing agency must ensure that the types and forms of donated foods that recipient agencies may best utilize are made available to them for ordering. The distributing agency must also ensure that donated foods are ordered and distributed only in amounts that may be utilized efficiently and without waste.

(b) *Provision of information on donated foods.* The distributing agency must provide recipient agencies, at their request, information that will assist them in ordering or utilization of donated foods, including information provided by USDA. Information provided to recipient agencies must include:

- (1) The types and quantities of donated foods that they may order;
- (2) Donated food specifications and nutritional value; and
- (3) Procedures for the disposition of donated foods that are out-of-condition or that are subject to a food recall.

(c) *Normal food expenditures.* Section 416 donated foods must not be distributed to any recipient agencies or recipients whose normal food expenditures are reduced because of the receipt of donated foods.

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§250.11 Delivery and receipt of donated food shipments.

(a) *Delivery.* The Department arranges for delivery of donated foods from the vendor or Federal storage facility to the distributing agency's storage facility, or to a processor with which the distributing agency has entered into a contract or agreement. The Department may also deliver donated foods directly to a recipient agency, or to a storage facility or processor with which the recipient agency has entered into a contract or agreement, with the approval of the distributing agency. The Department will make every reasonable effort to arrange deliveries of donated foods based on information obtained from distributing agencies, to the extent feasible. In accordance with §250.2, an entity that receives a shipment of donated foods directly from a USDA vendor or a Federal storage facility is referred to as the consignee. Consignees must provide a delivery address, and other information as required by FNS, as well as update this information as necessary, to ensure foods are delivered to the correct location.

(b) *Receipt of shipments.* The distributing or recipient agency, or other consignee, must comply with all applicable Federal requirements in receiving shipments of donated foods, including procedures for the disposition of any donated foods in a shipment that are out-of-condition (as this term is defined in §250.2), or are not in accordance with ordered amounts. The distributing or recipient agency, or other consignee, must provide notification of the receipt of donated food shipments to FNS, through electronic means, and must maintain an electronic record of receipt of all donated food shipments.

(c) *Replacement of donated foods.* The vendor is responsible for the replacement of donated foods that are delivered out-of-condition. Such responsibility extends until expiration of the vendor warranty period included in the vendor contract with USDA. In all cases, responsibility for replacement is contingent on the determination that the foods were out-of-condition at the time of delivery. Replacement must be in-kind, unless FNS approves similar replacement (the terms in-kind and similar replacement are defined in §250.2). If FNS determines that physical replacement of donated foods is not cost-effective or efficient, FNS may:

- (1) Approve payment by the vendor to the distributing or recipient agency, as appropriate, for the value of the donated foods at time of delivery (or at another value determined by FNS); or
- (2) Credit the distributing agency's entitlement, as feasible.

(d) *Payment of costs relating to shipments.* The Department is responsible for payment of processing, transportation, handling, or other costs incurred up to the time of delivery of donated foods to a distributing or recipient agency, or other consignee, as the Department deems in its best interest. However, the distributing or recipient agency, or other consignee, is responsible for payment of any delivery charges that accrue as a result of such consignee's failure to comply with procedures in FNS instructions—e.g., failure to provide for the unloading of a shipment of donated foods within a designated time period.

(e) *Transfer of title.* In general, title to donated foods transfers to the distributing agency or recipient agency, as appropriate, upon acceptance of the donated foods at the time and place of delivery. Title to donated foods provided to a multi-State processor, in accordance with its National Processing Agreement, transfers to the distributing agency or recipient agency, as appropriate, upon acceptance of the finished end products at the time and place of delivery. However, when a recipient agency has contracted with a distributor to act as an authorized agent, title to finished end products containing donated foods transfers to the recipient agency upon delivery and acceptance by the contracted distributor. Notwithstanding transfer of title, distributing and recipient agencies must ensure compliance with the requirements of this part in the distribution, control, and use of donated foods.

[81 FR 23100, Apr. 19, 2016, as amended at 83 FR 18927, May 1, 2018]

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§250.12 Storage and inventory management at the distributing agency level.

(a) *Safe storage and control.* The distributing agency or subdistributing agency (which may include commercial storage facilities under contract with either the distributing agency or subdistributing agency, as applicable), must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air

circulation. The distributing agency must ensure that storage facilities comply with all Federal, State, or local requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.

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

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

(1) For TEFAP, NSLP and other child nutrition programs, inventories of each category of donated food may not exceed an amount needed for a six-month period, based on an average amount of donated foods utilized in that period; and

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

(d) *Inventory protection.* The distributing agency must obtain insurance to protect the value of donated foods at its storage facilities. The amount of such insurance must be at least equal to the average monthly value of donated food inventories at such facilities in the previous fiscal year. The distributing agency must also ensure that the following entities obtain insurance to protect the value of their donated food inventories, in the same amount required of the distributing agency in this paragraph (d):

(1) Subdistributing agencies;

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

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

(e) *Transfer of donated foods.* The distributing agency may transfer donated foods from its inventories to another distributing agency, or to another program, in order to ensure that such foods may be utilized in a timely manner and in optimal condition, in accordance with this part. However, the distributing agency must request FNS approval. FNS may also require a distributing agency to transfer donated foods at the distributing agency's storage facilities or at a processor's facility, if inventories of donated foods are excessive or may not be efficiently utilized. If there is a question of food safety, or if directed by FNS, the distributing agency must obtain an inspection of donated foods by State or local health authorities, as necessary, to ensure that the donated foods are still safe and not out-of-condition before transferring them. The distributing agency is responsible for meeting any transportation or inspection costs incurred, unless it is determined by FNS that the transfer is not the result of negligence or improper action on the part of the distributing agency. The distributing agency must maintain a record of all transfers from its inventories, and of any inspections related to such transfers.

(f) *Commercial storage facilities or carriers.* The distributing agency may obtain the services of a commercial storage facility to store and distribute donated foods, or a carrier to transport donated foods, but must do so in compliance with procurement requirements in 2 CFR part 200, subpart D, and USDA implementing regulations at 2 CFR parts 400 and 416. The distributing agency must enter into a written contract with a commercial storage facility or carrier, which may not exceed five years in duration, including any extensions or renewals. The contract must include applicable provisions required by Federal statutes and executive orders listed in 2 CFR part 200, appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and USDA implementing regulations at 2 CFR parts 400 and 416. The contract must also include, as applicable to a storage facility or carrier, provisions that:

(1) Assure storage, management, and transportation of donated foods in a manner that properly safeguards them against theft, spoilage, damage, or other loss, in accordance with the requirements in this part;

(2) Assure compliance with all Federal, State, or local requirements relative to food safety and health, including required health inspections, and procedures for responding to a food recall;

(3) Assure storage of donated foods in a manner that distinguishes them from other foods, and assure separate inventory recordkeeping of donated foods;

(4) Assure distribution of donated foods to eligible recipient agencies in a timely manner, in optimal condition, and in amounts for which such recipient agencies are eligible;

(5) Include the amount of insurance coverage obtained to protect the value of donated foods;

(6) Permit the performance of on-site reviews of the storage facility by the distributing agency, the Comptroller General, the Department of Agriculture, or any of its duly authorized representatives, in order to determine compliance with requirements in this part;

(7) Establish the duration of the contract, and provide for extension or renewal of the contract only upon fulfillment of all contract provisions;

(8) Provide for expeditious termination of the contract by the distributing agency for noncompliance with its provisions; and

(9) Provide for termination of the contract by either party for other cause, after written notification of such intent at least 60 days prior to the effective date of such action.

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§250.13 Efficient and cost-effective distribution of donated foods.

(a) *Direct shipments.* The distributing agency must ensure that the distribution of donated foods is conducted in the most efficient and cost-effective manner, and, to the extent practical, in accordance with the specific needs and preferences of recipient agencies. In meeting this requirement, the distributing agency must, to the extent practical, provide for:

(1) Shipments of donated foods directly from USDA vendors to recipient agencies, including two or more recipient agencies acting as a collective unit (such as a school co-op), or to the commercial storage facilities of such agencies;

(2) Shipments of donated foods directly from USDA vendors to processors for processing of donated foods and sale of end products to recipient agencies, in accordance with subpart C of this part; and

(3) The use of split shipments, as defined in §250.2, in arranging for delivery of donated foods to recipient agencies that cannot accept a full truckload.

(b) *Distributing agency storage and distribution charge.* (1) If a distributing agency determines that direct shipments of donated foods, as described in paragraph (a) of this section, are impractical, it must provide for the storage of donated foods at the distributing agency level, and subsequent distribution to recipient agencies, in the most efficient and cost-effective manner possible. The distributing agency must use a commercial storage facility, in accordance with §250.12(f), if the use of such system is determined to be more efficient and cost-effective than other available methods.

(2) The distributing agency must utilize State Administrative Expense (SAE) funds in child nutrition programs, as available, to meet the costs of storing and distributing donated foods for school food authorities or other recipient agencies in child nutrition programs, and administrative costs related to such activities, in accordance with 7 CFR part 235. If SAE funds, or any other Federal or State funds received for such purpose, are insufficient to fully meet the distributing agency's costs of storing and distributing donated foods, and related administrative costs (e.g., salaries of employees engaged in such activities), the distributing agency may require school food authorities or other recipient agencies in child nutrition programs to pay a distribution charge, as defined in §250.2, to help meet such costs. The distribution charge may cover only allowable costs, in accordance with 2 CFR part 200, subpart E, and USDA implementing regulations at 2 CFR part 400. The distributing agency must maintain a record of costs incurred in storing and distributing donated foods and related administrative costs, and the source of funds used to pay such costs.

(c) *FNS approval of amount of State distributing agency distribution charge to school food authorities and other recipient agencies in child nutrition programs.* In determining the amount of a new distribution charge, or in increasing the amount (except for normal inflationary adjustments) or reducing the level of service provided once a distribution charge is established, the distributing agency must request FNS approval prior to implementation. Such requirement also applies to the distribution charge imposed by a commercial storage facility under contract with the distributing agency. The request for approval must be submitted to FNS at least 90 days in advance of its projected implementation, and must include justification of the newly established amount, or any increased charge or reduction in the level of service provided under an established distribution charge, and the specific costs covered under the distribution charge (e.g., storage, delivery, or administrative costs).

(d) *FNS review authority.* FNS may reject the distributing agency's proposed new, or changes to an existing, distribution charge for school food authorities and other recipient agencies in child nutrition programs if FNS determines that the charge would not provide for distribution of donated foods in the most efficient and cost-effective manner, or may otherwise impact recipient agencies negatively. In such case, the distributing agency would be required to adjust the proposed amount or the level of service provided in its distribution charge, or consider other distribution options. FNS may also require the distributing agency to submit documentation to justify the efficiency and cost-effectiveness of its storage and distribution system at other times, and may require the distributing agency to re-evaluate such system in order to ensure compliance with the requirements in this part.

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§250.14 Storage and inventory management at the recipient agency level.

(a) *Safe storage and control.* Recipient agencies must provide facilities for the storage and control of donated foods that protect against theft, spoilage, damage, or other loss. Accordingly, such storage facilities must maintain donated foods in

sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. Recipient agencies must ensure that storage facilities comply with all Federal, State, or local requirements relative to food safety and health and procedures for responding to a food recall, as applicable, and obtain all required health inspections.

(b) *Inventory management—household programs.* Recipient agencies in household programs must store donated foods in a manner that permits them to be distinguished from other foods in storage, and must maintain a separate inventory record of donated foods. Such recipient agencies' system of inventory management must ensure that donated foods are distributed to recipients in a timely manner that permits use of such foods while still in optimal condition. Such recipient agencies must notify the distributing agency of donated food losses and take further actions with respect to such food losses, as directed by the distributing agency.

(c) *Inventory management—child nutrition programs and charitable institutions.* Recipient agencies in child nutrition programs, and those receiving donated foods as charitable institutions, in accordance with §250.67, are not required to store donated foods in a manner that distinguishes them from purchased foods or other foods, or to maintain a separate inventory record of donated foods—i.e., they may utilize single inventory management, as defined in §250.2. For such recipient agencies, donated foods are subject to the same safeguards and effective management practices as other foods. Accordingly, recipient agencies in child nutrition programs and those receiving donated foods as charitable institutions (regardless of the inventory management system utilized), are not required to separately monitor and report donated food use, distribution, or loss to the distributing agency, unless there is evidence indicating that donated food loss has occurred as a result of theft or fraud.

(d) *Transfer of donated foods to another recipient agency.* A recipient agency operating a household program must request approval from the distributing agency to transfer donated foods at its storage facilities to another recipient agency. The distributing agency may approve such transfer to another recipient agency in the same household program (e.g., the transfer of TEFAP foods from one food pantry to another) without FNS approval. However, the distributing agency must receive FNS approval to permit a recipient agency in a household program to transfer donated foods to a recipient agency in a different program (e.g., the transfer of TEFAP foods from a food pantry to a CSFP local agency), even if the same recipient agency administers both programs. A recipient agency operating a child nutrition program, or receiving donated foods as a charitable institution, in accordance with §250.67, may transfer donated foods to another recipient agency or charitable organization without approval from the distributing agency or FNS. However, the recipient agency must still maintain records of donated food inventories.

(e) *Commercial storage facilities.* Recipient agencies may obtain the services of commercial storage facilities to store and distribute donated foods, but must do so in compliance with procurement requirements in 2 CFR part 200, subpart D, and USDA implementing regulations at 2 CFR parts 400 and 416, as applicable. Recipient agencies must ensure that commercial storage facilities comply with all of the applicable requirements in this section regarding the storage and inventory management of donated foods.

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§250.15 Out-of-condition donated foods, food recalls, and complaints.

(a) *Out-of-condition donated foods at the distributing agency level.* The distributing agency must ensure that donated foods that are out-of-condition, as defined in §250.2, at any of its storage facilities are removed, destroyed, or otherwise disposed of, in accordance with FNS instruction and State or local requirements pertaining to food safety and health. The distributing agency must obtain an inspection of donated foods by State or local health authorities to determine their safety and condition, as necessary, or as directed by FNS. Out-of-condition donated foods may be sold (e.g., to a salvage company), if permitted by FNS and State or local laws or regulations.

(b) *Out-of-condition donated foods at the recipient agency level.* Recipient agencies in household programs must report out-of-condition donated foods at their storage facilities to the distributing agency, in accordance with §250.14(b), and must ensure that such donated foods are removed, destroyed, or otherwise disposed of, in accordance with FNS instruction and State or local requirements pertaining to food safety and health. The distributing agency must ensure that such recipient agencies obtain an inspection of donated foods by State or local health authorities to determine their safety and condition, as necessary, or as directed by FNS. For charitable institutions, in accordance with §250.67, and recipient agencies in child nutrition programs, donated foods must be treated as other foods when safety is in question. Consequently, such recipient agencies must comply with State or local requirements in determining the safety of foods (including donated foods), and in their destruction or other disposition. However, they are not required to report such actions to the distributing agency.

(c) *Food recalls.* The distributing or recipient agency, as appropriate, must follow all applicable Federal, State or local requirements for donated foods subject to a food recall, as this term is defined in §250.2. Further, in the event of a recall, Departmental guidance is provided, including procedures or instructions for all parties in responding to a food recall, replacement of recalled donated foods, and reimbursement of specific costs incurred as a result of such actions.

(d) *Complaints relating to donated foods.* The distributing agency must inform recipient agencies of the preferred method of receiving complaints regarding donated foods. Complaints received from recipients, recipient agencies, or other entities relating to donated foods must be resolved in an expeditious manner, and in accordance with applicable requirements in this part. However, the distributing agency may not dispose of any donated food that is the subject of a complaint prior to guidance and authorization from FNS. Any complaints regarding product quality or specifications, or suggested product improvements, must be submitted to FNS through the established FNS donated foods complaint system for tracking purposes. If complaints may not

be resolved at the State level, the distributing agency must provide information regarding the complaint to FNS. The distributing agency must maintain a record of its investigations and other actions with respect to complaints relating to donated foods.

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§250.16 Claims and restitution for donated food losses.

(a) *Distributing agency responsibilities.* The distributing agency must ensure that restitution is made for the loss of donated foods, or for the loss or improper use of funds provided for, or obtained as an incident of, the distribution of donated foods. The distributing agency must identify, and seek restitution from, parties responsible for the loss, and implement corrective actions to prevent future losses.

(b) *FNS claim actions.* FNS may initiate and pursue claims against the distributing agency or other entities for the loss of donated foods, or for the loss or improper use of funds provided for, or obtained as an incident of, the distribution of donated foods. FNS may also initiate and pursue claims against the distributing agency for failure to take required claim actions against other parties. FNS may, on behalf of the Department, compromise, forgive, suspend, or waive a claim. FNS may, at its option, require assignment to it of any claim arising from the distribution of donated foods.

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§250.17 Use of funds obtained incidental to donated food distribution.

(a) *Distribution charge.* The distributing agency must use funds obtained from the distribution charge imposed on recipient agencies in child nutrition programs, in accordance with §250.13(b), to meet the costs of storing and distributing donated foods or related administrative costs, consistent with the limitations on the use of funds provided under a Federal grant in 2 CFR part 200, subparts D and E, and USDA implementing regulations at 2 CFR parts 400 and 416. The distributing agency must maintain such funds in an operating account, separate from other funds obtained incidental to donated food distribution. The amount of funds maintained at any time in the operating account may not exceed the distributing agency's highest expenditure from that account over any three-month period in the previous school or fiscal year, unless the distributing agency receives FNS approval to maintain a larger amount of funds in such account. Unless such approval is granted, funds in excess of the established limit must be used to reduce the distribution charge imposed on recipient agencies, or to provide appropriate reimbursement to such agencies. The distributing agency may not use funds obtained from the distribution charge to purchase foods to replace donated food losses or to pay claims to make restitution for donated food losses.

(b) *Processing and food service management company contracts.* School food authorities must use funds obtained from processors in processing of donated foods into end products (e.g., through rebates for the value of such donated foods), or from food service management companies in crediting for the value of donated foods received, in support of the nonprofit school food service, in accordance with §210.14 of this chapter. Other recipient agencies must use such funds in accordance with the requirements in paragraph (c) of this section.

(c) *Claims and other sources.* The distributing agency must ensure that funds collected in payment of claims for donated food losses are used only for the payment of expenses of the food distribution program. The first priority for the use of funds collected in a claim for the loss of donated foods is the purchase of replacement foods for use in the program in which the loss occurred. If the purchase of replacement foods is not feasible, funds collected in a claim for the loss of donated foods must be used to pay allowable administrative costs incurred in the storage and distribution of donated foods. The distributing agency, or recipient agency, must use funds obtained from sources incidental to donated food distribution (except as otherwise indicated in this section) to pay administrative costs incurred in the storage and distribution of donated foods, consistent with the limitations on the use of funds provided under a Federal grant in 2 CFR part 200, subparts D and E, and USDA implementing regulations at 2 CFR parts 400 and 416. The distributing agency must maintain funds obtained from claims and other sources included in this paragraph (c) in a donated food account (separate from the operating account maintained in accordance with paragraph (a) of this section), and must obtain FNS prior approval for any single deposit into, or expenditure from, such account in excess of \$25,000. Distributing and recipient agencies must maintain records of funds obtained and expended in accordance with this paragraph (c). Examples of funds applicable to the provisions in this paragraph (c) include funds accrued from:

- (1) The salvage of out-of-condition donated foods.
- (2) The sale of donated food containers, pallets, or packing materials.
- (3) Payments by processors for failure to meet processing yields or other cause.

(d) *Prohibitions.* The distributing agency may not use funds obtained incidental to donated food distribution to meet State matching requirements for Federal administrative funds provided in household programs, or in place of State Administrative Expense (SAE) funds provided in accordance with 7 CFR part 235.

(e) *Buy American.* When funds obtained in accordance with this section are used to purchase foods in the commercial market, a distributing or recipient agency in the continental United States, and in Hawaii, must, to the maximum extent practical, purchase only domestic foods or food products. Such requirement is also applicable to food purchases made with the cash-in-lieu-of-donated foods provided in NSLP and CACFP, in accordance with §§250.56(e) and 250.61(c). For the purposes of this section, domestic foods or food products are:

(1) Agricultural commodities that are produced in the United States; or

(2) Food products that are processed in the United States substantially using agricultural commodities that are produced in the United States.

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§250.18 Reporting requirements.

(a) *Inventory and distribution of donated foods.* The distributing agency must submit to FNS reports relating to the inventory and distribution of donated foods in this paragraph (a) or in other regulations applicable to specific programs. Such reports must be submitted in accordance with the timeframes established for each respective form. For donated foods received in FDPIR, the distributing agency must submit form FNS-152, *Monthly Distribution of Donated Foods to Family Units*. For donated foods received in TEFAP, NSLP, or other child nutrition programs, the distributing agency must submit form FNS-155, the *Inventory Management Register*.

(b) *Processor performance.* Processors must submit performance reports and other supporting documentation, as required by the distributing agency or by FNS, in accordance with §250.37(a), to ensure compliance with requirements in this part.

(c) *Disasters and situations of distress.* The distributing agency must submit to FNS a report of the types and amounts of donated foods used from distributing or recipient agency storage facilities in disasters and situations of distress, and a request for replacement of such foods, using electronic form FNS-292A, *Report of Commodity Distribution for Disaster Relief*, in accordance with §§250.69 and 250.70. The report must be submitted within 45 days of the termination of such assistance.

(d) *Other information.* The distributing agency must submit other information, as requested by FNS, in order to ensure compliance with requirements in this part. For example, FNS may require the distributing agency to submit information with respect to its assessment of the distribution charge, or to justify the efficiency and cost-effectiveness of its distribution system, in accordance with §250.13(c) and (d).

[81 FR 23100, Apr. 19, 2016, as amended at 83 FR 18927, May 1, 2018]

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§250.19 Recordkeeping requirements.

(a) *Required records.* Distributing agencies, recipient agencies, processors, and other entities must maintain records of agreements and contracts, reports, audits, and claim actions, funds obtained as an incident of donated food distribution, and other records specifically required in this part or in other Departmental regulations, as applicable. In addition, distributing agencies must keep a record of the value of donated foods each of its school food authorities receives, in accordance with §250.58(e), and records to demonstrate compliance with the professional standards for distributing agency directors established in §235.11(g) of this chapter. Processors must also maintain records documenting the sale of end products to recipient agencies, including the sale of such end products by distributors, and must submit monthly performance reports, in accordance with subpart C of this part and with any other recordkeeping requirements included in their agreements. Specific recordkeeping requirements relating to the use of donated foods in contracts with food service management companies are included in §250.54. Failure of the distributing agency, recipient agency, processor, or other entity to comply with recordkeeping requirements must be considered prima facie evidence of improper distribution or loss of donated foods and may result in a claim against such party for the loss or misuse of donated foods, in accordance with §250.16, or in other sanctions or corrective actions.

(b) *Retention of records.* Records relating to requirements for donated foods must be retained for a period of three years from the close of the fiscal or school year to which they pertain. However, records pertaining to claims or audits that remain unresolved in this period of time must be retained until such actions have been resolved.

[81 FR 23100, Apr. 19, 2016, as amended at 83 FR 18927, May 1, 2018]

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§250.20 Audit requirements.

(a) *Requirements for distributing and recipient agencies.* Audit requirements for State or local government agencies and nonprofit organizations that receive Federal awards or grants (including distributing and recipient agencies under this part) are included in 2 CFR part 200, subpart F and appendix XI, Compliance Supplement, and USDA implementing regulations at 2 CFR part 400. In accordance with such regulations, the value of Federal grants or awards expended in a fiscal year determine if the distributing or recipient agency is required to obtain an audit in that year. The value of donated foods must be considered as part of the Federal grants or awards in determining if an audit is required. FNS provides guidance for distributing and recipient agencies in valuing donated foods for audit purposes, and in determining whether an audit must be obtained.

(b) *Requirements for processors.* In-State processors must obtain an independent certified public accountant (CPA) audit in the first year that they receive donated foods for processing, while multi-State processors must obtain such an audit in each of the first two years that they receive donated foods for processing. After this initial requirement period, in-State and multi-State

processors must obtain an independent CPA audit at a frequency determined by the average value of donated foods received for processing per year, as indicated in this paragraph (b). The value of donated foods used in determining if an audit is required must be the contract value of the donated foods, as defined in §250.2. The audit must determine that the processor's performance is in compliance with the requirements in this part, and must be conducted in accordance with procedures in the FNS Audit Guide for Processors. All processors must pay for audits required in this paragraph (b). An in-State or multi-State processor must obtain an audit:

- (1) Annually, if it receives, on average, more than \$5,000,000 in donated foods for processing per year;
- (2) Every two years, if it receives, on average, between \$1,000,000 and \$5,000,000 in donated foods for processing per year; or
- (3) Every three years, if it receives, on average, less than \$1,000,000 in donated foods for processing per year.

(c) *Post-audit actions required of processors.* In-State processors must submit a copy of the audit to the distributing agency for review by December 31st of each year in which an audit is required. The distributing agency must ensure that in-State processors provide a corrective action plan with timelines for correcting deficiencies identified in the audit, and must ensure that such deficiencies are corrected. Multi-State processors must submit a copy of the audit, and a corrective action plan with timelines for correcting deficiencies identified in the audit, as appropriate, to FNS for review by December 31st of each year in which an audit is required. FNS may conduct an audit or investigation of a processor to ensure correction of deficiencies, in accordance with §250.3(b).

(d) *Failure to meet audit requirements.* If a distributing agency or recipient agency fails to obtain the required audit, or fails to correct deficiencies identified in the audit, FNS may withhold, suspend, or terminate the Federal award. If an in-State processor fails to obtain the required audit, or fails to correct deficiencies identified in the audit, a distributing or recipient agency may terminate the processing agreement, and may not extend or renew such an agreement. Additionally, FNS may prohibit the further distribution of donated foods to such processor. If a multi-State processor fails to obtain a required audit, or fails to correct deficiencies identified in the audit, FNS may terminate the processing agreement. Additionally, FNS may prohibit the further distribution of donated foods to such processor.

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§250.21 Distributing agency reviews.

(a) *Scope of review requirements.* The distributing agency must ensure that subdistributing agencies, recipient agencies, and other entities comply with applicable requirements in this part, and in other Federal regulations, through the on-site reviews required in paragraph (b) of this section, and the review of required reports or audits. However, the distributing agency is not responsible for the review of school food authorities and other recipient agencies in child nutrition programs. The State administering agency is responsible for the review of such recipient agencies, in accordance with review requirements of part 210 of this chapter.

(b) *On-site reviews.* The distributing agency must conduct an on-site review of:

- (1) Charitable institutions, whenever the distributing agency identifies actual or probable deficiencies in the use of donated foods by such institutions, through audits, investigations, complaints, or any other information;
- (2) Storage facilities at the distributing agency level (including commercial storage facilities under contract with the distributing or subdistributing agency), on an annual basis; and
- (3) Subdistributing and recipient agencies in CSFP, TEFAP, and FDIAP, in accordance with 7 CFR parts 247, 251, and 253, respectively.

(c) *Identification and correction of deficiencies.* The distributing agency must inform each subdistributing agency, recipient agency, or other entity of any deficiencies identified in its reviews, and recommend specific actions to correct such deficiencies. The distributing agency must ensure that such agencies or entities implement corrective actions to correct deficiencies in a timely manner.

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§250.22 Distributing agency performance standards.

(a) *Performance standards.* The distributing agency must meet the basic performance standards included in this paragraph (a) in the ordering, distribution, processing, if applicable, and control of donated foods. Some of the performance standards apply only to distributing agencies that distribute donated foods in NSLP or other child nutrition programs, as indicated. However, the identification of specific performance standards does not diminish the responsibility of the distributing agency to meet other requirements in this part. In meeting basic performance standards, the distributing agency must:

- (1) Provide recipient agencies with information on donated food availability, assistance levels, values, product specifications, and processing options, as requested;

(2) Implement a request-driven ordering system, in accordance with §250.10(a), and, for child nutrition programs, §250.58 (a);

(3) Offer school food authorities in NSLP, at a minimum, the commodity offer value of donated foods, in accordance with §250.58;

(4) Provide for the storage, distribution, and control of donated foods in accordance with all Federal, State, or local requirements relating to food safety and health;

(5) Provide for the distribution of donated foods in the most efficient and cost-effective manner, including, to the extent practical, direct shipments from vendors to recipient agencies or processors, and the use of split shipments;

(6) Use SAE funds, or other Federal or State funds, as available, in paying State storage and distribution costs for child nutrition programs, and impose a distribution charge on recipient agencies in child nutrition programs only to the extent that such funds are insufficient to meet applicable costs;

(7) Provide for the processing of donated foods, at the request of school food authorities, in accordance with subpart C of this part, including the testing of end products with school food authorities, and the solicitation of acceptability input, when procuring end products on behalf of school food authorities or otherwise limiting the procurement of end products; and

(8) Provide recipient agencies information regarding the preferred method for submission of donated foods complaints to the distributing agency and act expeditiously to resolve submitted complaints.

(b) *Corrective action plan.* The distributing agency must submit a corrective action plan to FNS whenever it is found to be substantially out of compliance with the performance standards in paragraph (a) of this section, or with other requirements in this part. The plan must identify the corrective actions to be taken, and the timeframe for completion of such actions. The plan must be submitted to FNS within 60 days after the distributing agency receives notification from FNS of a deficiency.

(c) *Termination or suspension.* FNS may terminate or suspend all, or part, of the distributing agency's participation in the distribution of donated foods, or in a food distribution program, for failure to comply with requirements in this part, with other applicable Federal regulations, or with its written agreement with FNS. FNS may also take other actions, as appropriate, including prosecution under applicable Federal statutes.

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Subpart C—Processing of Donated Foods

SOURCE: 83 FR 18927, May 1, 2018, unless otherwise noted.

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§250.30 Processing of donated foods into end products.

(a) *Purpose of processing donated foods.* Donated foods are most commonly provided to processors to process into approved end products for use in school lunch programs or other food services provided by recipient agencies. The ability to divert donated foods for processing provides recipient agencies with more options for using donated foods in their programs. For example, donated foods such as whole chickens or chicken parts may be processed into precooked grilled chicken strips for use in the National School Lunch Program. In some cases, donated foods are provided to processors to prepare meals or for repackaging. Use of a commercial facility to repackage donated foods, or to use donated foods in the preparation of meals, is considered processing in this part.

(b) *Agreement requirement.* The processing of donated foods must be performed in accordance with an agreement between the processor and FNS, between the processor and the distributing agency, or, if allowed by the distributing agency, between the processor and a recipient agency or subdistributing agency. However, a processing agreement will not obligate any party to provide donated foods to a processor for processing. The agreements described below are required in addition to, not in lieu of, competitively procured contracts required in accordance with §250.31. The processing agreement must be signed by an authorized individual for the processor. The different types of processing agreements are described in this section.

(c) *National Processing Agreement.* A multi-State processor must enter into a National Processing Agreement with FNS in order to process donated foods into end products in accordance with end product data schedules approved by FNS. FNS also holds and manages such processor's performance bond or letter of credit under its National Processing Agreement, in accordance with §250.32. FNS does not itself procure or purchase end products under a National Processing Agreement. A multi-State processor must also enter into a State Participation Agreement with the distributing agency in order to sell nationally approved end products in the State, in accordance with paragraph (d) of this section.

(d) *State Participation Agreement.* The distributing agency must enter into a State Participation Agreement with a multi-State processor to permit the sale of end products produced under the processor's National Processing Agreement to eligible recipient agencies in the State or to directly purchase such end products. The distributing agency may include other State-specific processing requirements in its State Participation Agreement, such as the methods of end product sales permitted, in accordance with §250.36, or the use of labels attesting to fulfillment of meal pattern requirements in child nutrition programs.

The distributing agency must utilize the following criteria in its selection of processors with which it enters into agreements. These criteria will be reviewed by the appropriate FNS Regional Office during the management evaluation review of the distributing agency.

- (1) The nutritional contribution provided by end products;
- (2) The marketability or acceptability of end products;
- (3) The means by which end products will be distributed;
- (4) Price competitiveness of end products and processing yields of donated foods;
- (5) Any applicable labeling requirements; and
- (6) The processor's record of ethics and integrity, and capacity to meet regulatory requirements.

(e) *In-State Processing Agreement.* A distributing agency must enter into an In-State Processing Agreement with an in-State processor to process donated foods into finished end products, unless it permits recipient agencies to enter into Recipient Agency Processing Agreements for such purpose, in accordance with paragraph (f) of this section. Under an In-State Processing Agreement, the distributing agency approves end product data schedules (except red meat and poultry) submitted by the processor, holds and manages the processor's performance bond or letter of credit, in accordance with §250.32, and assures compliance with other processing requirements. The distributing agency may also purchase the finished end products for distribution to eligible recipient agencies in the State under an In-State Processing Agreement, or may permit recipient agencies to purchase such end products, in accordance with applicable procurement requirements. In the latter case, the In-State Processing Agreement is often called a "master agreement." A distributing agency that procures end products on behalf of recipient agencies, or that limits recipient agencies' access to the procurement of specific end products through its master agreements, must utilize the following criteria in its selection of processors with which it enters into agreements. These criteria will be reviewed by the appropriate FNS Regional Office during the management evaluation review of the distributing agency.

- (1) The nutritional contribution provided by end products;
- (2) The marketability or acceptability of end products;
- (3) The means by which end products will be distributed;
- (4) Price competitiveness of end products and processing yields of donated foods;
- (5) Any applicable labeling requirements; and
- (6) The processor's record of ethics and integrity, and capacity to meet regulatory requirements.

(f) *Recipient Agency Processing Agreement.* The distributing agency may permit a recipient agency to enter into an agreement with an in-State processor to process donated foods and to purchase the finished end products in accordance with a Recipient Agency Processing Agreement. A recipient agency may also enter into a Recipient Agency Processing Agreement on behalf of other recipient agencies, in accordance with an agreement between the parties. The distributing agency may also delegate a recipient agency to approve end product data schedules or select nationally approved end product data schedules, review in-State processor performance reports, manage the performance bond or letter of credit of an in-State processor, and monitor other processing activities under a Recipient Agency Processing Agreement. All such activities must be performed in accordance with the requirements of this part. All Recipient Agency Processing Agreements must be reviewed and approved by the distributing agency. All recipient agencies must utilize the following criteria in its selection of processors with which it enters into agreements:

- (1) The nutritional contribution provided by end products;
- (2) The marketability or acceptability of end products;
- (3) The means by which end products will be distributed;
- (4) Price competitiveness of end products and processing yields of donated foods;
- (5) Any applicable labeling requirements; and
- (6) The processor's record of ethics and integrity, and capacity to meet regulatory requirements.

(g) *Ensuring acceptability of end products.* A distributing agency that procures end products on behalf of recipient agencies, or that otherwise limits recipient agencies' access to the procurement of specific end products, must provide for testing of end products to ensure their acceptability by recipient agencies, prior to entering into processing agreements. End products that have previously been tested, or that are otherwise determined to be acceptable, need not be tested. However, such a distributing agency must monitor product acceptability on an ongoing basis.

(h) *Prohibition against subcontracting.* A processor may not assign any processing activities under its processing agreement or subcontract to another entity to perform any aspect of processing, without the specific written consent of the other party to the agreement (*i.e.*, distributing or recipient agency, or FNS, as appropriate). The distributing agency may, for example, provide the required consent as part of its State Participation Agreement or In-State Processing Agreement with the processor.

(i) *Agreements between processors and distributors.* A processor providing end products containing donated foods to a distributor must enter into a written agreement with the distributor. The agreement must reference, at a minimum, the financial liability (*i.e.*, who must pay) for the replacement value of donated foods, not less than monthly end product sales reporting frequency, requirements under §250.11, and the applicable value pass through system to ensure that the value of donated foods and finished end products are properly credited to recipient agencies. Distributing agencies can set additional requirements.

(j) *Duration of agreements.* In-State Processing Agreements and Recipient Agency Processing Agreements may be up to five years in duration. State Participation Agreements may be permanent. National Processing Agreements are permanent. Amendments to any agreements may be made, as needed, with the concurrence of both parties to the agreement. Such amendments will be effective for the duration of the agreement, unless otherwise indicated.

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§250.31 Procurement requirements.

(a) *Applicability of Federal procurement requirements.* Distributing and recipient agencies must comply with the requirements in 2 CFR part 200 and part 400, as applicable, in purchasing end products, distribution, or other processing services from processors. Distributing and recipient agencies may use procurement procedures that conform to applicable State or local laws and regulations, but must ensure compliance with the procurement requirements in 2 CFR part 200 and part 400, as applicable.

(b) *Required information in procurement documents.* In all procurements of processed end products containing USDA donated foods, procurement documents must include the following information:

- (1) The price to be charged for the end product or other processing service;
- (2) The method of end product sales that will be utilized and assurance that crediting for donated foods will be performed in accordance with the applicable requirements for such method of sales in §250.36;
- (3) The value of the donated food in the end products; and
- (4) The location for the delivery of the end products.

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§250.32 Protection of donated food value.

(a) *Performance bond or irrevocable letter of credit.* The processor must obtain a performance bond or an irrevocable letter of credit to protect the value of donated foods to be received for processing prior to the delivery of the donated foods to the processor. The processor must provide the performance bond or letter of credit to the distributing or recipient agency, in accordance with its In-State or Recipient Agency Processing Agreement. However, a multi-State processor must provide the performance bond or letter of credit to FNS, in accordance with its National Processing Agreement. For multi-State processors, the minimum amount of the performance bond or letter of credit must be sufficient to cover at least 75 percent of the value of donated foods in the processor's physical or book inventory, as determined annually and at the discretion of FNS for processors under National Processing Agreements. For multi-state processors in their first year of participation in the processing program, the amount of the performance bond or letter of credit must be sufficient to cover 100 percent of the value of donated foods, as determined annually, and at the discretion of FNS. The surety company from which a bond is obtained must be listed in the most current Department of Treasury's Listing of Approved Sureties (Department Circular 570).

(b) *Calling in the performance bond or letter of credit.* The distributing or recipient agency must call in the performance bond or letter of credit whenever a processor's lack of compliance with this part, or with the terms of the In-State or Recipient Agency Processing Agreement, results in a loss of donated foods to a distributing or recipient agency and the processor fails to make restitution or respond to a claim action initiated to recover the loss. Similarly, FNS will call in the performance bond or letter of credit in the same circumstances, in accordance with National Processing Agreements, and will ensure that any monies recovered are reimbursed to distributing agencies for losses of entitlement foods.

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§250.33 Ensuring processing yields of donated foods.

(a) *End product data schedules.* The processor must submit an end product data schedule, in a standard electronic format dictated by FNS, for approval before it may process donated foods into end products. For In-State Processing Agreements, the end product data schedule must be approved by the distributing agency and, for products containing donated red meat and poultry, the end product data schedule must also be approved by the Department. For National Processing Agreements, the

end product data schedule must be approved by the Department. An end product data schedule must be submitted, and approved, for each new end product that a processor wishes to provide or for a previously approved end product in which the ingredients (or other pertinent information) have been altered. On the end product data schedule, the processor must describe its processing of donated food into an end product, including the following information:

- (1) A description of the end product;
- (2) The types and quantities of donated foods included;
- (3) The types and quantities of other ingredients included;
- (4) The quantity of end product produced; and

(5) The processing yield of donated food, which may be expressed as the quantity (pounds or cases) of donated food needed to produce a specific quantity of end product or as the percentage of raw donated food versus the quantity returned in the finished end product.

(b) *Processing yields of donated foods.* All end products must have a processing yield of donated foods associated with its production and this processing yield must be indicated on its end product data schedule. The processing yield options are limited to 100 percent yield, guaranteed yield, and standard yield.

(1) Under 100 percent yield, the processor must ensure that 100 percent of the raw donated food is returned in the finished end product. The processor must replace any processing loss of donated food with commercially purchased food of the same generic identity, of U.S. origin, and equal or better in all USDA procurement specifications than the donated food. The processor must demonstrate such replacement by reporting reductions in donated food inventories on performance reports by the amount of donated food contained in the finished end product rather than the amount that went into production. The Department may approve an exception if a processor experiences a significant manufacturing loss.

(2) Under guaranteed yield, the processor must ensure that a specific quantity of end product (*i.e.*, number of cases) will be produced from a specific quantity of donated food (*i.e.*, pounds), as determined by the parties to the processing agreement, and, for In-State Processing Agreements, approved by the Department. If necessary, the processor must use commercially purchased food of the same generic identity, of U.S. origin, and equal or better in all USDA procurement specifications than the donated food to provide the guaranteed number of cases of end product to the distributing or recipient agency, as appropriate. The guaranteed yield must be indicated on the end product data schedule.

(3) Under standard yield, the processor must ensure that a specific quantity of end product (*i.e.*, number of cases), as determined by the Department, will be produced from a specific quantity of donated food. The established standard yield is higher than the yield the processor could achieve under normal commercial production and serves to reward those processors that can process donated foods most efficiently. If necessary, the processor must use commercially purchased food of the same generic identity, of U.S. origin, and equal or better in all USDA procurement specifications than the donated food to provide the number of cases required to meet the standard yield to the distributing or recipient agency, as appropriate. The standard yield must be indicated on the end product data schedule.

(c) *Compensation for loss of donated foods.* The processor must compensate the distributing or recipient agency, as appropriate, for the loss of donated foods, or for the loss of commercially purchased foods substituted for donated foods. Such loss may occur, for example, if the processor fails to meet the required processing yield of donated food or fails to produce end products that meet required specifications, if donated foods are spoiled, damaged, or otherwise adulterated at a processing facility, or if end products are improperly distributed. To compensate for such loss, the processor must:

(1) Replace the lost donated food or commercial substitute with commercially purchased food of the same generic identity, of U.S. origin, and equal or better in all USDA procurement specifications than the donated food; or

(2) Return end products that are wholesome but do not meet required specifications to production for processing into the requisite quantity of end products that meet the required specifications (commonly called rework products); or

(3) If the purchase of replacement foods or the reprocessing of products that do not meet the required specifications is not feasible, the processor may, with FNS, distributing agency, or recipient agency approval, dependent on which entity maintains the agreement with the processor, pay the distributing or recipient agency, as appropriate, for the replacement value of the donated food or commercial substitute.

(d) *Credit for sale of by-products.* The processor must credit the distributing or recipient agency, as appropriate, for the sale of any by-products produced in the processing of donated foods. The processor must credit for the net value of such sale, or the market value of the by-products, after subtraction of any documented expenses incurred in preparing the by-product for sale. Crediting must be achieved through invoice reduction or by another means of crediting.

(e) *Labeling requirements.* The processor must ensure that all end product labels meet Federal labeling requirements. A processor that claims end products fulfill meal pattern requirements in child nutrition programs must comply with the procedures required for approval of labels of such end products.

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§250.34 Substitution of donated foods.

(a) *Substitution of commercially purchased foods for donated foods.* Unless its agreement specifically stipulates that the donated foods must be used in processing, the processor may substitute commercially purchased foods for donated foods that are delivered to it from a USDA vendor. The commercially purchased food must be of the same generic identity, of U.S. origin, and equal or better in all USDA procurement specifications than the donated food. Commercially purchased beef, pork, or poultry must meet the same specifications as donated product, including inspection, grading, testing, and humane handling standards and must be approved by the Department in advance of substitution. The processor may choose to make the substitution before the actual receipt of the donated food. However, the processor assumes all risk and liability if, due to changing market conditions or other reasons, the Department's purchase of donated foods and their delivery to the processor is not feasible. Commercially purchased food substituted for donated food must meet the same processing yield requirements in §250.33 that would be required for the donated food.

(b) *Prohibition against substitution and other requirements for backhauled donated foods.* The processor may not substitute or commingle donated foods that are backhauled to it from a distributing or recipient agency's storage facility. The processor must process backhauled donated foods into end products for sale and delivery to the distributing or recipient agency that provided them and not to any other agency. Distributing or recipient agencies must purchase end products utilizing donated foods backhauled to their contracted processor. The processor may not provide payment for backhauled donated foods in lieu of processing.

(c) *Grading requirements.* The processing of donated beef, pork, and poultry must occur under Federal Quality Assessment Division grading, which is conducted by the Department's Agricultural Marketing Service. Federal Quality Assessment Division grading ensures that processing is conducted in compliance with substitution and yield requirements and in conformance with the end product data schedule. The processor is responsible for paying the cost of acceptance service grading. The processor must maintain grading certificates and other records necessary to document compliance with requirements for substitution of donated foods and with other requirements of this subpart.

(d) *Waiver of grading requirements.* The distributing agency may waive the grading requirement for donated beef, pork or poultry in accordance with one of the conditions listed in this paragraph (d). However, grading may only be waived on a case by case basis (e.g., for a particular production run); the distributing agency may not approve a blanket waiver of the requirement. Additionally, a waiver may only be granted if a processor's past performance indicates that the quality of the end product will not be adversely affected. The conditions for granting a waiver include:

(1) That even with ample notification time, the processor cannot secure the services of a grader;

(2) The cost of the grader's service in relation to the value of donated beef, pork or poultry being processed would be excessive; or

(3) The distributing or recipient agency's urgent need for the product leaves insufficient time to secure the services of a grader.

(e) *Use of substituted donated foods.* The processor may use donated foods that have been substituted with commercially purchased foods in other processing activities conducted at its facilities.

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§250.35 Storage, food safety, quality control, and inventory management.

(a) *Storage and quality control.* The processor must ensure the safe and effective storage of donated foods, including compliance with the general storage requirements in §250.12, and must maintain an effective quality control system at its processing facilities. The processor must maintain documentation to verify the effectiveness of its quality control system and must provide such documentation upon request.

(b) *Food safety requirements.* The processor must ensure that all processing of donated foods is conducted in compliance with all Federal, State, and local requirements relative to food safety.

(c) *Commingling of donated foods and commercially purchased foods.* The processor may commingle donated foods and commercially purchased foods, unless the processing agreement specifically stipulates that the donated foods must be used in processing, and not substituted, or the donated foods have been backhauled from a recipient agency. However, such commingling must be performed in a manner that ensures the safe and efficient use of donated foods, as well as compliance with substitution requirements in §250.34 and with reporting of donated food inventories on performance reports, as required in §250.37. The processor must also ensure that commingling of processed end products and other food products, either at its facility or at the facility of a commercial distributor, ensures the sale and delivery of end products that meet the processing requirements in this subpart—e.g., by affixing the applicable USDA certification stamp to the exterior shipping containers of such end products.

(d) *Limitation on donated food inventories.* Inventories of donated food at processors may not be in excess of a six-month supply, based on an average amount of donated foods utilized, unless a higher level has been specifically approved by the distributing agency on the basis of a written justification submitted by the processor. Distributing agencies are not permitted to submit food orders for processors reporting no sales activity during the prior year's contract period unless documentation is

submitted by the processor which outlines specific plans for donated food drawdown, product promotion, or sales expansion. When inventories are determined to be excessive for a State or processor, *e.g.*, more than six months or exceeding the established protection, FNS may require the transfer of inventory and/or entitlement to another State or processor to ensure utilization prior to the end of the school year.

(e) *Reconciliation of excess donated food inventories.* If, at the end of the school year, the processor has donated food inventories in excess of a six-month supply, the distributing agency may, in accordance with paragraph (d) of this section, permit the processor to carry over such excess inventory into the next year of its agreement, if it determines that the processor may efficiently store and process such quantity of donated foods. The distributing agency may also direct the processor to transfer such donated foods to other recipient agencies, or to transfer them to other distributing agencies, in accordance with §250.12(e). However, if these actions are not practical, the distributing agency must require the processor to pay it for the donated foods held in excess of allowed levels at the replacement value of the donated foods.

(f) *Disposition of donated food inventories upon agreement termination.* When an agreement terminates, and is not extended or renewed, the processor must take one of the actions indicated in this paragraph (f) with respect to remaining donated food inventories, as directed by the distributing agency or recipient agency, as appropriate. The processor must pay the cost of transporting any donated foods when the agreement is terminated at the processor's request or as a result of the processor's failure to comply with the requirements of this part. The processor must:

(1) Return the donated foods, or commercially purchased foods that meet the substitution requirements in §250.34, to the distributing or recipient agency, as appropriate; or

(2) Transfer the donated foods, or commercially purchased foods that meet the substitution requirements in §250.34, to another distributing or recipient agency with which it has a processing agreement; or

(3) If returning or transferring the donated foods, or commercially purchased foods that meet the substitution requirements in §250.34, is not feasible, the processor may, with FNS approval, pay the distributing or recipient agency, as appropriate, for the donated foods, at the contract value or replacement value of the donated foods, whichever is higher.

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§250.36 End product sales and crediting for the value of donated foods.

(a) *Methods of end product sales.* To ensure that the distributing or recipient agency, as appropriate, receives credit for the value of donated foods contained in end products, the sale of end products must be performed using one of the methods of end product sales, also known as value pass through systems, described in this section. All systems of sales utilized must provide clear documentation of crediting for the value of the donated foods contained in the end products.

(b) *Refund or rebate.* Under this system, the processor sells end products to the distributing or recipient agency, as appropriate, at the commercial, or gross, price and must provide a refund or rebate for the value of the donated food contained in the end products. The processor may also deliver end products to a commercial distributor for sale to distributing or recipient agencies under this system. In both cases, the processor must provide a refund to the appropriate agency within 30 days of receiving a request for a refund from that agency. The refund request must be in writing, which may be transmitted via email or other electronic submission.

(c) *Direct discount.* Under this system, the processor must sell end products to the distributing or recipient agency, as appropriate, at a net price that incorporates a discount from the commercial case price for the value of donated food contained in the end products.

(d) *Indirect discount.* Under this system, also known as net off invoice, the processor delivers end products to a commercial distributor, which must sell the end products to an eligible distributing or recipient agency, as appropriate, at a net price that incorporates a discount from the commercial case price for the value of donated food contained in the end products. The processor must require the distributor to notify it of such sales, at least on a monthly basis, through automated sales reports or other electronic or written submission. The processor then compensates the distributor for the discount provided for the value of the donated food in its sale of end products. Recipient agencies should closely monitor invoices to ensure correct discounts are applied.

(e) *Fee-for-service.* (1) Under this system, the processor must sell end products to the distributing or recipient agency, as appropriate, at a fee-for-service, which includes all costs to produce the end products not including the value of the donated food used in production. Three basic types of fee-for-service are used:

(i) Direct shipment and invoicing from the processor to the recipient agency;

(ii) Fee-for-service through a distributor, where the processor ships multiple pallets of product to a distributor with a breakout of who owns what products; and

(iii) What is commonly known as Modified Fee-for-service, when the recipient agency has an authorized agent bill them for the total case price.

(2) The processor must identify any charge for delivery of end products separately from the fee-for-service on its invoice. If the processor provides end products sold under fee-for-service to a distributor for delivery to the distributing or recipient agency, the processor must identify the distributor's delivery charge separately from the fee-for-service on its invoice to the appropriate agency or may permit the distributor to bill the agency separately for the delivery of end products. The processor must require that the distributor notify it of such sales, at least on a monthly basis, through automated sales reports, email, or other electronic or written submission. When the recipient agency procures storage and distribution of processed end products separately from the processing of donated foods, the recipient agency may provide the distributor written approval to act as the recipient agency's authorized agent for the total case price (*i.e.*, including the fee-for-service and the delivery charge), in accordance with §250.11(e).

(f) *Approved alternative method.* The processor or distributor may sell end products under an alternative method approved by FNS and the distributing agency that ensures crediting for the value of donated foods contained in the end products.

(g) *Donated food value used in crediting.* In crediting for the value of donated foods in end product sales, the contract value of the donated foods, as defined in §250.2, must be used.

(h) *Ensuring sale and delivery of end products to eligible recipient agencies.* In order to ensure the sale of end products to eligible recipient agencies, the distributing agency must provide the processor with a list of recipient agencies eligible to purchase end products, along with the quantity of raw donated food that is to be delivered to the processor for processing on behalf of each recipient agency. In order to ensure that the distributor sells end products only to eligible recipient agencies, the processor must provide the distributor with a list of eligible recipient agencies and either:

(1) The quantities of approved end products that each recipient agency is eligible to receive; or

(2) The quantity of donated food allocated to each recipient agency and the raw donated food (pounds or cases) needed per case of each approved end product.

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§250.37 Reports, records, and reviews of processor performance.

(a) *Performance reports.* The processor must submit a performance report to the distributing agency (or to the recipient agency, in accordance with a Recipient Agency Processing Agreement) on a monthly basis, which must include the information listed in this paragraph (a). Performance reports must be submitted not later than 30 days after the end of the reporting period. The performance report must include the following information for the reporting period, with year-to-date totals:

(1) A list of all recipient agencies purchasing end products;

(2) The quantity of donated foods in inventory at the beginning of the reporting period;

(3) The quantity of donated foods received;

(4) The quantity of donated foods transferred to the processor from another entity, or transferred by the processor to another entity;

(5) The quantity of donated foods losses;

(6) The quantity of end products delivered to each eligible recipient agency;

(7) The quantity of donated foods remaining at the end of the reporting period;

(8) A certification statement that sufficient donated foods are in inventory or on order to account for the quantities needed for production of end products;

(9) Grading certificates, as applicable; and

(10) Other supporting documentation, as required by the distributing agency or recipient agency.

(b) *Reporting reductions in donated food inventories.* The processor must report reductions in donated food inventories on performance reports only after sales of end products have been made, or after sales of end products through distributors have been documented. However, when a recipient agency has contracted with a distributor to act as an authorized agent, the processor may report reductions in donated food inventories upon delivery and acceptance by the contracted distributor, in accordance with §250.11(e). Documentation of distributor sales must be through the distributing or recipient agency's request for a refund (under a refund or rebate system) or through receipt of the distributor's automated sales reports or other electronic or written reports submitted to the processor (under an indirect discount system or under a fee-for-service system).

(c) *Summary performance report.* Along with the submission of performance reports to the distributing agency, a multi-State processor must submit a summary performance report to FNS, on a monthly basis and in a format established by FNS, in accordance with its National Processing Agreement. The summary report must include an accounting of the processor's national inventory of donated foods, including the information listed in this paragraph (c). The report must be submitted not later

than 30 days after the end of the reporting period; however, the final performance report must be submitted within 60 days of the end of the reporting period. The summary performance report must include the following information for the reporting period:

- (1) The total donated food inventory by State and the national total at the beginning of the reporting period;
 - (2) The total quantity of donated food received by State, with year-to-date totals, and the national total of donated food received;
 - (3) The total quantity of donated food reduced from inventory by State, with year-to-date totals, and the national total of donated foods reduced from inventory; and
 - (4) The total quantity of donated foods remaining in inventory by State, and the national total, at the end of the reporting period.
- (d) *Recordkeeping requirements for processors.* The processor must maintain the following records relating to the processing of donated foods:
- (1) End product data schedules and summary end product data schedules, as applicable;
 - (2) Receipt of donated foods shipments;
 - (3) Production, sale, and delivery of end products, including sales through distributors;
 - (4) All agreements with distributors;
 - (5) Remittance of refunds, invoices, or other records that assure crediting for donated foods in end products and for sale of byproducts;
 - (6) Documentation of Federal or State inspection of processing facilities, as appropriate, and of the maintenance of an effective quality control system;
 - (7) Documentation of substitution of commercial foods for donated foods, including grading certificates, as applicable;
 - (8) Waivers of grading requirements, as applicable; and
 - (9) Required reports.
- (e) *Recordkeeping requirements for the distributing agency.* The distributing agency must maintain the following records relating to the processing of donated foods:
- (1) In-State Processing Agreements and State Participation Agreements;
 - (2) End product data schedules or summary end product data schedules, as applicable;
 - (3) Performance reports;
 - (4) Grading certificates, as applicable;
 - (5) Documentation that supports information on the performance report, as required by the distributing agency (e.g., sales invoices or copies of refund payments);
 - (6) Copies of audits of in-State processors and documentation of the correction of any deficiencies identified in such audits;
 - (7) The receipt of end products, as applicable; and
 - (8) Procurement documents, as applicable.
- (f) *Recordkeeping requirements for the recipient agency.* The recipient agency must maintain the following records relating to the processing of donated foods:
- (1) The receipt of end products purchased from processors or distributors;
 - (2) Crediting for the value of donated foods contained in end products;
 - (3) Recipient Agency Processing Agreements, as applicable, and, in accordance with such agreements, other records included in paragraph (e) of this section, if not retained by the distributing agency; and
 - (4) Procurement documents, as applicable.
- (g) *Review requirements for the distributing agency.* The distributing agency must review performance reports and other records that it must maintain, in accordance with the requirements in paragraph (e) of this section, to ensure that the processor:

- (1) Receives donated food shipments;
- (2) Delivers end products to eligible recipient agencies, in the types and quantities for which they are eligible;
- (3) Meets the required processing yields for donated foods; and
- (4) Accurately reports donated food inventory activity and maintains inventories within approved levels.

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§250.38 Provisions of agreements.

(a) *National Processing Agreement.* A National Processing Agreement includes provisions to ensure that a multi-State processor complies with all of the applicable requirements in this part relating to the processing of donated foods.

(b) *Required provisions for State Participation Agreement.* A State Participation Agreement with a multi-State processor must include the following provisions:

- (1) Contact information for all appropriate parties to the agreement;
- (2) The effective dates of the agreement;
- (3) A list of recipient agencies eligible to receive end products;
- (4) Summary end product data schedules, with end products that may be sold in the State;
- (5) Assurance that the processor will not substitute or commingle backhauled donated foods and will provide end products processed from such donated foods only to the distributing or recipient agency from which the foods were received;
- (6) Any applicable labeling requirements;
- (7) Other processing requirements implemented by the distributing agency, such as the specific method(s) of end product sales permitted;
- (8) A statement that the agreement may be terminated by either party upon 30 days' written notice;
- (9) A statement that the agreement may be terminated immediately if the processor has not complied with its terms and conditions; and
- (10) A statement requiring the processor to enter into an agreement with any and all distributors delivering processed end products to recipient agencies that ensures adequate data sharing, reporting, and crediting of donated foods, in accordance with §250.30(i).

(c) *Required provisions of the In-State Processing Agreement.* An In-State Processing Agreement must include the following provisions or attachments:

- (1) Contact information for all appropriate parties to the agreement;
- (2) The effective dates of the agreement;
- (3) A list of recipient agencies eligible to receive end products, as applicable;
- (4) In the event that subcontracting is allowed, the specific activities that will be performed under subcontracts;
- (5) Assurance that the processor will provide a performance bond or irrevocable letter of credit to protect the value of donated foods it is expected to maintain in inventory, in accordance with §250.32;
- (6) End product data schedules for all end products, with all required information, in accordance with §250.33(a);
- (7) Assurance that the processor will meet processing yields for donated foods, in accordance with §250.33;
- (8) Assurance that the processor will compensate the distributing or recipient agency, as appropriate, for any loss of donated foods, in accordance with §250.33(c);
- (9) Any applicable labeling requirements;
- (10) Assurance that the processor will meet requirements for the substitution of commercially purchased foods for donated foods, including grading requirements, in accordance with §250.34;
- (11) Assurance that the processor will not substitute or commingle backhauled donated foods and will provide end products processed from such donated foods only to the recipient agency from which the foods were received, as applicable;

(12) Assurance that the processor will provide for the safe and effective storage of donated foods, meet inspection requirements, and maintain an effective quality control system at its processing facilities;

(13) Assurance that the processor will report donated food inventory activity and maintain inventories within approved levels;

(14) Assurance that the processor will return, transfer, or pay for, donated food inventories remaining upon termination of the agreement, in accordance with §250.35(f);

(15) The specific method(s) of end product sales permitted, in accordance with §250.36;

(16) Assurance that the processor will credit recipient agencies for the value of all donated foods, in accordance with §250.36;

(17) Assurance that the processor will submit performance reports and meet other reporting and recordkeeping requirements, in accordance with §250.37;

(18) Assurance that the processor will obtain independent CPA audits and will correct any deficiencies identified in such audits, in accordance with §250.20;

(19) A statement that the distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform on-site reviews of the processor's operation to ensure that all activities relating to donated foods are performed in accordance with the requirements in 7 CFR part 250;

(20) A statement that the agreement may be terminated by either party upon 30 days' written notice;

(21) A statement that the agreement may be terminated immediately if the processor has not complied with its terms and conditions;

(22) A statement that extensions or renewals of the agreement, if applicable, are contingent upon the fulfillment of all agreement provisions; and

(23) A statement requiring the processor to enter into an agreement with any and all distributors delivering processed end products to recipient agencies that ensures adequate data sharing, reporting, and crediting of donated foods, in accordance with §250.30(i).

(d) *Required provisions for Recipient Agency Processing Agreement.* The Recipient Agency Processing Agreement must contain the same provisions as an In-State Processing Agreement, to the extent that the distributing agency permits the recipient agency to perform activities normally performed by the distributing agency under an In-State Processing Agreement (e.g., approval of end product data schedules, review of performance reports, or management of the performance bond). However, a list of recipient agencies eligible to receive end products need not be included unless the Recipient Agency Processing Agreement represents more than one (e.g., a cooperative) recipient agency.

(e) *Noncompliance with processing requirements.* If the processor has not complied with processing requirements, the distributing or recipient agency, as appropriate, may choose to not extend or renew the agreement and may immediately terminate it.

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§250.39 Miscellaneous provisions.

(a) *Waiver of processing requirements.* The Food and Nutrition Service may waive any of the requirements contained in this part for the purpose of conducting demonstration projects to test program changes designed to improve the processing of donated foods.

(b) *Processing activity guidance.* Distributing agencies must develop and provide a processing manual or similar procedural material for guidance to contracting agencies, recipient agencies, and processors. Distributing agencies must revise these materials as necessary to reflect policy and regulatory changes. This guidance material must be provided to contracting agencies, recipient agencies, and processors at the time of the approval of the initial agreement by the distributing agency, when there have been regulatory or policy changes which necessitate changes in the guidance materials, and upon request. The manual must include, at a minimum, statements of the distributing agency's policies and procedures regarding:

- (1) Contract approval;
- (2) Monitoring and review of processing activities;
- (3) Recordkeeping and reporting requirements;
- (4) Inventory controls; and
- (5) Refund applications.

(c) *Guidance or information.* Guidance or information relating to the processing of donated foods is included on the FNS website or may otherwise be obtained from FNS.

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Subpart D—Donated Foods in Contracts With Food Service Management Companies

SOURCE: 73 FR 46185, Aug. 8, 2008, unless otherwise noted.

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§250.50 Contract requirements and procurement.

(a) *Contract requirements.* Prior to donated foods being made available to a food service management company, the recipient agency must enter into a contract with the food service management company. The contract must ensure that all donated foods received for use by the recipient agency in the school or fiscal year, as applicable, are used in the recipient agency's food service, or that commercially purchased foods are used in place of such donated foods only in accordance with the requirements in §250.51(d). Contracts between recipient agencies in child nutrition programs and food service management companies must also ensure compliance with other requirements in this subpart relating to donated foods, as well as other Federal requirements in 7 CFR parts 210, 220, 225, or 226, as applicable. Contracts between other recipient agencies—i.e., charitable institutions and recipient agencies utilizing TEFAP foods—and food service management companies are not subject to the other requirements in this subpart.

(b) *Types of contracts.* Recipient agencies may enter into a fixed-price or a cost-reimbursable contract with a food service management company, except that recipient agencies in CACFP are prohibited from entering into cost-reimbursable contracts, in accordance with 7 CFR part 226. Under a fixed-price contract, the recipient agency pays a fixed cost per meal provided or a fixed cost for a certain time period. Under a cost-reimbursable contract, the food service management company charges the recipient agency for food service operating costs, and also charges fixed fees for management or services.

(c) *Procurement requirements.* The recipient agency must meet Departmental procurement requirements in 7 2 CFR part 200, subpart D, and USDA implementing regulations at 2 CFR parts 400 and 416, as applicable, in obtaining the services of a food service management company, as well as applicable requirements in 7 CFR parts 210, 220, 225, or 226. The recipient agency must ensure that procurement documents, as well as contract provisions, include any donated food activities that a food service management company is to perform, such as those activities listed in paragraph (d) of this section. The procurement and contract must also specify the method used to determine the donated food values to be used in crediting, or the actual values assigned, in accordance with §250.51. The method used to determine the donated food values may not be established through a post-award negotiation, or by any other method that may directly or indirectly alter the terms and conditions of the procurement or contract.

(d) *Activities relating to donated foods.* A food service management company may perform specific activities relating to donated foods, such as those listed in this paragraph (d), in accordance with procurement documents and its contract with the recipient agency. Such activities may also include the procurement of processed end products on behalf of the recipient agency. Such procurement must ensure compliance with the requirements in subpart C of this part and with the provisions of the distributing or recipient agency's processing agreements, and must ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value. Although the food service management company may procure processed end products on behalf of the recipient agency, it may not itself enter into the processing agreement with the processor required in subpart C of this part. Other donated food activities that the food service management company may perform include:

- (1) Preparing and serving meals;
- (2) Ordering or selection of donated foods, in coordination with the recipient agency, and in accordance with §250.58(a);
- (3) Storage and inventory management of donated foods, in accordance with §250.52; and
- (4) Payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in subpart C of this part.

[73 FR 46185, Aug. 8, 2008, as amended at 81 FR 23111, Apr. 19, 2016]

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§250.51 Crediting for, and use of, donated foods.

(a) *Crediting for donated foods.* In both fixed-price and cost-reimbursable contracts, the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year (including both entitlement and bonus foods). Such requirement includes crediting for the value of donated foods contained in processed end products if the food service management company's contract requires it to:

- (1) Procure processed end products on behalf of the recipient agency; or
- (2) Act as an intermediary in passing the donated food value in processed end products on to the recipient agency.

(b) *Method and frequency of crediting.* The recipient agency may permit crediting for the value of donated foods through invoice reductions, refunds, discounts, or other means. However, all forms of crediting must provide clear documentation of the value received from the donated foods—e.g., by separate line item entries on invoices. If provided for in a fixed-price contract, the recipient agency may permit a food service management company to pre-credit for donated foods. In pre-crediting, a deduction for the value of donated foods is included in the established fixed price per meal. However, the recipient agency must ensure that the food service management company provides an additional credit for any donated foods not accounted for in the fixed price per meal—e.g., for donated foods that are not made available until later in the year. In cost-reimbursable contracts, crediting may be performed by disclosure; i.e., the food service management company credits the recipient agency for the value of donated foods by disclosing, in its billing for food costs submitted to the recipient agency, the savings resulting from the receipt of donated foods for the billing period. In all cases, the recipient agency must require crediting to be performed not less frequently than annually, and must ensure that the specified method of valuation of donated foods permits crediting to be achieved in the required time period. A school food authority must also ensure that the method, and timing, of crediting does not cause its cash resources to exceed the limits established in 7 CFR 210.9(b)(2).

(c) *Donated food values required in crediting.* The recipient agency must ensure that, in crediting it for the value of donated foods, the food service management company uses the donated food values determined by the distributing agency, in accordance with §250.58(e), or, if approved by the distributing agency, donated food values determined by an alternate means of the recipient agency's choosing. For example, the recipient agency may, with the approval of the distributing agency, specify that the value will be the average price per pound for a food, or for a group or category of foods (e.g., all frozen foods or cereal products), as listed in market journals over a specified period of time. However, the method of determining the donated food values to be used in crediting must be included in procurement documents and in the contract, and must result in the determination of actual values; e.g., the average USDA purchase price for the period of the contract with the food vendor, or the average price per pound listed in market journals over a specified period of time. Negotiation of such values is not permitted. Additionally, the method of valuation must ensure that crediting may be achieved in accordance with paragraph (b) of this section, and at the specific frequency established in procurement documents and in the contract.

(d) *Use of donated foods.* The food service management company must use all donated beef, pork, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated foods, and not such commercial substitutes, be used).

[73 FR 46185, Aug. 8, 2008, as amended at 81 FR 23111, Apr. 19, 2016]

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§250.52 Storage and inventory management of donated foods.

(a) *General requirements.* The food service management company must meet the requirements for the safe storage and control of donated foods in §250.14(a).

(b) *Storage and inventory with commercially purchased foods.* The food service management company may store and inventory donated foods together with foods it has purchased commercially for the school food authority's use (unless specifically prohibited in the contract). It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in §250.51(d)—i.e., use all donated beef and pork, and all end products in the food service, and use all other donated foods or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the food service. Additionally, under cost-reimbursable contracts, the food service management company must ensure that its system of inventory management does not result in the recipient agency being charged for donated foods.

(c) *Disposition of donated foods and credit reconciliation upon termination of the contract.* When a contract terminates, and is not extended or renewed, the food service management company must return all unused donated beef, pork, and processed end products, and must, at the recipient agency's discretion, return other unused donated foods. The recipient agency must ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's meal service in a school year or fiscal year, as applicable.

[81 FR 23111, Apr. 19, 2016]

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§250.53 Contract provisions.

(a) *Required contract provisions in fixed-price contracts.* The following provisions relating to the use of donated foods must be included, as applicable, in a recipient agency's fixed-price contract with a food service management company. Such provisions must also be included in procurement documents. The required provisions are:

(1) A statement that the food service management company must credit the recipient agency for the value of all donated foods received for use in the recipient agency's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of donated foods contained in processed end products, in accordance with the contingencies in §250.51(a);

(2) The method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all donated foods has been credited;

(3) The method of determining the donated food values to be used in crediting, in accordance with §250.51(c), or the actual donated food values;

(4) Any activities relating to donated foods that the food service management company will be responsible for, in accordance with §250.50(d), and assurance that such activities will be performed in accordance with the applicable requirements in 7 CFR part 250;

(5) A statement that the food service management company will use all donated beef and pork products, and all processed end products, in the recipient agency's food service;

(6) A statement that the food service management company will use all other donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service;

(7) Assurance that the procurement of processed end products on behalf of the recipient agency, as applicable, will ensure compliance with the requirements in subpart C of 7 CFR part 250 and with the provisions of distributing or recipient agency processing agreements, and will ensure crediting of the recipient agency for the value of donated foods contained in such end products at the processing agreement value;

(8) Assurance that the food service management company will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;

(9) Assurance that the food service management company will comply with the storage and inventory requirements for donated foods;

(10) A statement that the distributing agency, subdistributing agency, or recipient agency, the Comptroller General, the Department of Agriculture, or their duly authorized representatives, may perform onsite reviews of the food service management company's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods;

(11) A statement that the food service management company will maintain records to document its compliance with requirements relating to donated foods, in accordance with §250.54(b); and

(12) A statement that extensions or renewals of the contract, if applicable, are contingent upon the fulfillment of all contract provisions relating to donated foods.

(b) *Required contract provisions in cost-reimbursable contracts.* A cost-reimbursable contract must include the same provisions as those required for a fixed-price contract in paragraph (a) of this section. Such provisions must also be included in procurement documents. However, a cost-reimbursable contract must also contain a statement that the food service management company will ensure that its system of inventory management will not result in the recipient agency being charged for donated foods.

[73 FR 46185, Aug. 8, 2008, as amended at 81 FR 23111, Apr. 19, 2016]

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§250.54 Recordkeeping and reviews.

(a) *Recordkeeping requirements for the recipient agency.* The recipient agency must maintain the following records relating to the use of donated foods in its contract with the food service management company:

(1) The donated foods and processed end products received and provided to the food service management company for use in the recipient agency's food service;

(2) Documentation that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products; and

(3) The actual donated food values used in crediting.

(b) *Recordkeeping requirements for the food service management company.* The food service management company must maintain the following records relating to the use of donated foods in its contract with the recipient agency:

- (1) The donated foods and processed end products received from, or on behalf of, the recipient agency, for use in the recipient agency's food service;
- (2) Documentation that it has credited the recipient agency for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products; and
- (3) Documentation of its procurement of processed end products on behalf of the recipient agency, as applicable.

(c) *Review requirements for the recipient agency.* The recipient agency must ensure that the food service management company is in compliance with the requirements of this part through its monitoring of the food service operation, as required in 7 CFR parts 210, 225, or 226, as applicable. The recipient agency must also conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the food service management company has credited it for the value of all donated foods received for use in the recipient agency's food service in the school or fiscal year, including, in accordance with the requirements in §250.51(a), the value of donated foods contained in processed end products.

(d) *Departmental reviews of food service management companies.* The Department may conduct reviews of food service management company operations, as necessary, to ensure compliance with the requirements of this part with respect to the use and management of donated foods.

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Subpart E—National School Lunch Program (NSLP) and Other Child Nutrition Programs

SOURCE: 73 FR 46185, Aug. 8, 2008, unless otherwise noted.

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§250.56 Provision of donated foods in NSLP.

(a) *Distribution of donated foods in NSLP.* The Department provides donated foods in NSLP to distributing agencies. Distributing agencies provide donated foods to school food authorities that participate in NSLP for use in serving nutritious lunches or other meals to schoolchildren in their nonprofit school food service. The distributing agency must confirm the participation of school food authorities in NSLP with the State administering agency (if different from the distributing agency). In addition to requirements in this part relating to donated foods, distributing agencies and school food authorities in NSLP must adhere to Federal regulations in 7 CFR part 210, as applicable.

(b) *Types of donated foods distributed.* The Department purchases a wide variety of foods for distribution in NSLP each school year. A list of available foods is posted on the FNS Web site, for access by distributing agencies and school food authorities. In addition to Section 6 foods (42 U.S.C. 1755) as described in paragraph (c) of this section, the distributing agency may also receive Section 14 donated foods (42 U.S.C. 1762(a)), and donated foods under Section 32 (7 U.S.C. 612c), Section 416 (7 U.S.C. 1431), or Section 709 (7 U.S.C. 1446a-1), as available.

(c) *National per-meal value of donated foods.* For each school year, the distributing agency receives, at a minimum, the national per-meal value of donated foods, as established by Section 6(c) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1755(c)), multiplied by the number of reimbursable lunches served in the State in the previous school year. The donated foods provided in this manner are referred to as Section 6 foods, or entitlement foods. The national per-meal value is adjusted each year to reflect changes in the Bureau of Labor Statistic's Producer Price Index for Foods Used in Schools and Institutions, in accordance with the Richard B. Russell National School Lunch Act. The adjusted value is published in a notice in the FEDERAL REGISTER in July of each year. Reimbursable lunches are those that meet the nutritional standards established in 7 CFR part 210, and that are reported to FNS, in accordance with the requirements in that part.

(d) *Donated food values used to credit distributing agency entitlement levels.* FNS uses the average price (cost per pound) for USDA purchases of donated food made in a contract period to credit distributing agency entitlement levels.

(e) *Cash in lieu of donated foods.* States that phased out their food distribution facilities prior to July 1, 1974, are permitted to choose to receive cash in lieu of the donated foods to which they would be entitled in NSLP, in accordance with the Richard B. Russell National School Lunch Act (42 U.S.C. 1765) and with 7 CFR part 240.

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§250.57 Commodity schools.

(a) *Categorization of commodity schools.* Commodity schools are schools that operate a nonprofit school food service in accordance with 7 CFR part 210, but receive additional donated food assistance rather than the general cash payment available to them under Section 4 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1753). In addition to requirements in this part relating to donated foods, commodity schools must adhere to Federal regulations in 7 CFR part 210, as applicable.

(b) *Value of donated foods for commodity schools.* For participating commodity schools, the distributing agency receives donated foods valued at the sum of the national per-meal value and the value of the general cash payment available to it under Section 4 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1753), multiplied by the number of reimbursable lunches served by commodity schools in the previous school year. From the total value of donated food assistance for which it is eligible, a commodity school may elect to receive up to 5 cents per meal in cash to cover processing and handling expenses related to the use of donated foods. In addition to Section 6 and Section 14 foods under the Richard B. Russell National School Lunch Act (42 U.S.C. 1755 and 1762(a)), the distributing agency may also receive donated foods under Section 32 (7 U.S.C. 612c), Section 416 (7 U.S.C. 1431), or Section 709 (7 U.S.C. 1446a-1), as available, for commodity schools.

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§250.58 Ordering donated foods and their provision to school food authorities.

(a) *Ordering and distribution of donated foods.* The distributing agency must ensure that school food authorities are able to submit donated food orders through the FNS electronic donated foods ordering system, or through a comparable electronic food ordering system. The distributing agency must ensure that all school food authorities have the opportunity to provide input at least annually in determining the donated foods from the full list that are made available to them for ordering in the FNS electronic donated foods ordering system or other comparable electronic ordering system. The distributing agency must ensure distribution to school food authorities of all such ordered donated foods that may be distributed to them in a cost-effective manner (including the use of split shipments, as necessary), and that they may utilize efficiently and without waste.

(b) *Value of donated foods offered to school food authorities.* In accordance with Section 6(c) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1755(c)), the distributing agency must offer the school food authority, at a minimum, the national per-meal value of donated food assistance multiplied by the number of reimbursable lunches served by the school food authority in the previous school year. This is referred to as the commodity offer value. For a commodity school, the distributing agency must offer the sum of the national per-meal value of donated foods and the value of the general cash payment available to it under Section 4 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1753), multiplied by the number of reimbursable lunches served by the school in the previous school year. The school food authority may also receive bonus foods, as available, in addition to the Section 6 foods.

(c) *Receipt of less donated foods than the commodity offer value.* In certain cases, the school food authority may receive less donated foods than the commodity offer value in a school year. This "adjusted" value of donated foods is referred to as the adjusted assistance level. For example, the school food authority may receive an adjusted assistance level if:

(1) The distributing agency, in consultation with the school food authority, determines that the school food authority cannot efficiently utilize the commodity offer value of donated foods; or

(2) The school food authority does not order, or select, donated foods equal to the commodity offer value that can be cost-effectively distributed to it.

(d) *Receipt of more donated foods than the commodity offer value.* The school food authority may receive more donated foods than the commodity offer value if the distributing agency, in consultation with the school food authority, determines that the school food authority may efficiently utilize more donated foods than the commodity offer value, and more donated foods are available for distribution. This may occur, for example, if other school food authorities receive less than the commodity offer value of donated foods for one of the reasons described in paragraph (c) of this section.

(e) *Donated food value in crediting.* In meeting the commodity offer value of donated foods for the school food authority, the distributing agency must use the cost-per-pound donated food prices posted annually by USDA, the most recently published cost-per-pound price in the USDA donated foods catalog, and/or a rolling average of the USDA prices (average cost per pound). The distributing agency must credit the school food authority using the USDA purchase price (cost-per-pound), and update the price at least semi-annually to reflect the most recent USDA purchase price.

[73 FR 46185, Aug. 8, 2008, as amended at 81 FR 23111, Apr. 19, 2016]

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§250.59 Storage, control, and use of donated foods.

(a) *Storage and inventory management.* The distributing agency must ensure compliance with requirements in §§250.12 and 250.13 in order to ensure the safe and effective storage and inventory management of donated foods, and their efficient and cost-effective distribution to school food authorities. The school food authority must ensure compliance with requirements in §210.13 of this chapter and §§250.13 and 250.14 to ensure the safe and sanitary storage, inventory management, and use of donated foods and purchased foods. In accordance with §250.14(c), the school food authority may commingle donated foods and purchased foods in storage and maintain a single inventory record of such commingled foods, in a single inventory management system.

(b) *Use of donated foods in the nonprofit school food service.* The school food authority must use donated foods, as much as is practical, in the lunches served to schoolchildren, for which they receive an established per-meal value of donated food assistance each school year. However, the school food authority may also use donated foods in other activities of the nonprofit school food service. Revenues received from such activities must accrue to the school food authority's nonprofit school food

service account, in accordance with §210.14 of this chapter. Some examples of such activities in which donated foods may be used include:

(1) School breakfasts or other meals served in child nutrition programs;

(2) A la carte foods sold to schoolchildren;

(3) Meals served to adults directly involved in the operation and administration of the nonprofit school food service, and to other school staff; and

(4) Training in nutrition, health, food service, or general home economics instruction for students.

(c) *Use of donated foods outside of the nonprofit school food service.* The school food authority should not use donated foods in meals or other activities that do not benefit primarily schoolchildren, such as banquets or catered events. However, as their use in such activities may not always be avoided (e.g., if donated foods are commingled with purchased foods in a single inventory management system), the school food authority must ensure reimbursement to the nonprofit school food service for the value of donated foods used in such activities. When such reimbursement may not be based on actual usage of donated foods (e.g., in a single inventory management system), the school food authority must establish an alternate method of reimbursement—e.g., by including the current per-meal value of donated food assistance in the price charged for the meal or other activity.

(d) *Use of donated foods in a contract with a food service management company.* When the school food authority contracts with a food service management company to conduct the food service, in accordance with §210.16 of this chapter, it must ensure compliance with requirements in subpart D of this part, which address the treatment of donated foods under such contract. The school food authority must also ensure compliance with the use of donated foods in paragraphs (b) and (c) of this section under its contract with a food service management company.

(e) *School food authorities acting as a collective unit.* Two or more school food authorities may conduct activities of the nonprofit school food service as a collective unit (e.g., in a school co-op or consortium), including activities relating to donated foods. Such activities must be conducted in accordance with a written agreement or contract between the parties. The school food authority collective unit is subject to the same requirements as a single school food authority in conducting such activities. For example, the school food authority collective unit may use a single inventory management system in its storage and control of purchased and donated foods.

[81 FR 23111, Apr. 19, 2016]

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§250.60 Child and Adult Care Food Program (CACFP).

(a) *Distribution of donated foods in CACFP.* The Department provides donated foods in CACFP to distributing agencies, which provide them to child care and adult care institutions participating in CACFP for use in serving nutritious lunches and suppers to eligible recipients. Distributing agencies and child care and adult care institutions must also adhere to Federal regulations in 7 CFR part 226, as applicable.

(b) *Types and quantities of donated foods distributed.* For each school year, the distributing agency receives, at a minimum, the national per-meal value of donated food assistance (or cash in lieu of donated foods) multiplied by the number of reimbursable lunches and suppers served in the State in the previous school year, as established in Section 6(c) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1755(c)). The national per-meal value is adjusted each year to reflect changes in the Bureau of Labor Statistic's Producer Price Index for Foods Used in Schools and Institutions. The adjusted per-meal value is published in a notice in the FEDERAL REGISTER in July of each year. Reimbursable lunches and suppers are those meeting the nutritional standards established in 7 CFR part 226. The number of reimbursable lunches and suppers may be adjusted during, or at the end of the school year, in accordance with 7 CFR part 226. In addition to Section 6 entitlement foods (42 U.S.C. 1755(c)), the distributing agency may also receive Section 14 donated foods (42 U.S.C. 1762(a)), and donated foods under Section 32 (7 U.S.C. 612c), Section 416 (7 U.S.C. 1431), or Section 709 (7 U.S.C. 1446a-1), as available, for distribution to child care and adult care institutions participating in CACFP.

(c) *Cash in lieu of donated foods.* In accordance with the Richard B. Russell National School Lunch Act, and with 7 CFR part 226, the State administering agency must determine whether child care and adult care institutions participating in CACFP wish to receive donated foods or cash in lieu of donated foods, and ensure that they receive the preferred form of assistance. The State administering agency must inform the distributing agency (if a different agency) which institutions wish to receive donated foods and must ensure that such foods are provided to them. However, if the State administering agency, in consultation with the distributing agency, determines that distribution of such foods would not be cost-effective, it may, with the concurrence of FNS, provide cash payments to the applicable institutions instead.

(d) *Use of donated foods in a contract with a food service management company.* A child care or adult care institution may use donated foods in a contract with a food service management company to conduct its food service. The contract must meet the requirements in subpart D of this part with respect to donated foods, and must also meet requirements in 7 CFR part 226, 2 CFR part 200, subpart D and appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and USDA implementing regulations at 2 CFR parts 400 and 416, as applicable, with respect to the formation of such contracts.

(e) *Applicability of other requirements in this subpart to CACFP.* The requirements in this subpart relating to the ordering, storage and inventory management, and use of donated foods in NSLP, also apply to CACFP. However, in accordance with 7 CFR part 226, a child care or adult care institution that uses donated foods to prepare and provide meals to other such institutions is considered a food service management company.

[73 FR 46185, Aug. 8, 2008. Redesignated and amended at 81 FR 23112, Apr. 19, 2016]

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§250.61 Summer Food Service Program (SFSP).

(a) *Distribution of donated foods in SFSP.* The Department provides donated foods in SFSP to distributing agencies, which provide them to eligible service institutions participating in SFSP for use in serving nutritious meals to needy children primarily in the summer months, in their nonprofit food service programs. Distributing agencies and service institutions in SFSP must also adhere to Federal regulations in 7 CFR part 225, as applicable.

(b) *Types and quantities of donated foods distributed.* The distributing agency receives donated foods available under Section 6 and Section 14 of the Richard B. Russell National School Lunch Act (42 U.S.C. 1755 and 1762), and may also receive donated foods under Section 32 (7 U.S.C. 612c), Section 416 (7 U.S.C. 1431), or Section 709 (7 U.S.C. 1446a-1), as available, for distribution to eligible service institutions participating in SFSP. Section 6 donated foods are provided to distributing agencies in accordance with the number of meals served in the State in the previous school year that are eligible for donated food support, in accordance with 7 CFR part 225.

(c) *Distribution of donated foods to service institutions in SFSP.* The distributing agency provides donated food assistance to eligible service institutions participating in SFSP based on the number of meals served that are eligible for donated food support, in accordance with 7 CFR part 225.

(d) *Use of donated foods in a contract with a food service management company.* A service institution may use donated foods in a contract with a food service management company to conduct the food service. The contract must meet the requirements in subpart D of this part with respect to donated foods, and must also meet requirements in 7 CFR part 225, 2 CFR part 200, subpart D and appendix II, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and USDA implementing regulations at 2 CFR parts 400 and 416, as applicable, with respect to the formation of such contracts.

(e) *Applicability of other requirements in this subpart to SFSP.* The requirements in this subpart relating to the ordering, storage and inventory management, and use of donated foods in NSLP, also apply to SFSP.

[73 FR 46185, Aug. 8, 2008. Redesignated and amended at 81 FR 23112, Apr. 19, 2016]

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Subpart F—Household Programs

SOURCE: 81 FR 23112, Apr. 19, 2016, unless otherwise noted.

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§250.63 Commodity Supplemental Food Program (CSFP).

(a) *Distribution of donated foods in CSFP.* The Department provides donated foods in CSFP to the distributing agency (*i.e.*, the State agency, in accordance with 7 CFR part 247) for further distribution in the State, in accordance with 7 CFR part 247. State agencies and recipient agencies (*i.e.*, local agencies in 7 CFR part 247) must comply with the requirements of this part in the distribution, control, and use of donated foods in CSFP, to the extent that such requirements are not inconsistent with the requirements in 7 CFR part 247.

(b) *Types of donated foods distributed.* Donated foods distributed in CSFP include Section 4(a) foods, and donated foods provided under Section 32, Section 416, or Section 709, as available.

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§250.64 The Emergency Food Assistance Program (TEFAP).

(a) *Distribution of donated foods in TEFAP.* The Department provides donated foods in TEFAP to the distributing agency (*i.e.*, the State agency, in accordance with 7 CFR part 251) for further distribution in the State, in accordance with 7 CFR part 251. State agencies and recipient agencies must comply with the requirements of this part in the distribution, control, and use of donated foods, to the extent that such requirements are not inconsistent with the requirements in 7 CFR part 251.

(b) *Types of donated foods distributed.* Donated foods distributed in TEFAP include Section 27 foods, and donated foods provided under Section 32, Section 416, or Section 709, as available.

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§250.65 Food Distribution Program on Indian Reservations (FDPIR).

(a) *Distribution of donated foods in FDPIR.* The Department provides donated foods in FDPIR to the distributing agency (i.e., the State agency, in accordance with 7 CFR parts 253 and 254, which may be an Indian Tribal Organization) for further distribution, in accordance with 7 CFR parts 253 and 254. The State agency must comply with the requirements of this part in the distribution, control, and use of donated foods, to the extent that such requirements are not inconsistent with the requirements in 7 CFR parts 253 and 254.

(b) *Types of donated foods distributed.* Donated foods distributed in FDPIR include Section 4(a) foods, and donated foods provided under Section 32, Section 416, or Section 709, as available.

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§250.66 [Reserved]

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Subpart G—Additional Provisions

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§250.67 Charitable institutions.

(a) *Distribution to charitable institutions.* The Department provides donated foods to distributing agencies for distribution to charitable institutions, as defined in this part. A charitable institution must have a signed agreement with the distributing agency in order to receive donated foods, in accordance with §250.12(b). However, the following organizations may not receive donated foods as charitable institutions:

(1) Schools, summer camps, service institutions, and child and adult care institutions that participate in child nutrition programs or as commodity schools; and

(2) Adult correctional institutions that do not conduct rehabilitation programs for a majority of inmates.

(b) *Types of charitable institutions.* Some types of charitable institutions that may receive donated foods, if they meet the requirements of this section, include:

(1) Hospitals or retirement homes;

(2) Emergency shelters, soup kitchens, or emergency kitchens;

(3) Elderly nutrition projects or adult day care centers;

(4) Schools, summer camps, service institutions, and child care institutions that do not participate in child nutrition programs; and

(5) Adult correctional institutions that conduct rehabilitation programs for a majority of inmates.

(c) *Determining service to predominantly needy persons.* To determine if a charitable institution serves predominantly needy persons, the distributing agency must use:

(1) Socioeconomic data of the area in which the organization is located, or of the clientele served by the organization;

(2) Data from other public or private social service agencies, or from State advisory boards, such as those established in accordance with 7 CFR 251.4(h)(4); or

(3) Other similar data.

(d) *Types and quantities of donated foods distributed.* A charitable institution may receive donated foods under Section 4 (a), Section 32, Section 416, or Section 709, as available. The distributing agency must distribute donated foods to charitable institutions based on the quantities that each may effectively utilize without waste, and the total quantities available for distribution to such institutions.

(e) *Contracts with food service management companies.* A charitable institution may use donated foods in a contract with a food service management company. The contract must ensure that all donated foods received for use by the charitable institution in a fiscal year are used in the charitable institution's food service. However, the charitable institution is not subject to the other requirements in subpart D of this part relating to the use of donated foods under such contracts.

[73 FR 46184, Aug. 8, 2008]

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§250.68 Nutrition Services Incentive Program (NSIP).

(a) *Distribution of donated foods in NSIP.* The Department provides donated foods in NSIP to State Units on Aging and their selected elderly nutrition projects for use in providing meals to elderly persons. NSIP is administered at the Federal level by DHHS' Administration for Community Living (ACL), which provides an NSIP grant each year to State Units on Aging. The State agencies may choose to receive all, or part, of the grant as donated foods, on behalf of its elderly nutrition projects. The Department is responsible for the purchase of the donated foods and their delivery to State Units on Aging. ACL is responsible for transferring funds to the Department for the cost of donated food purchases and for expenses related to such purchases.

(b) *Types and quantities of donated foods distributed.* Each State Unit on Aging, and its elderly nutrition projects, may receive any types of donated foods available in food distribution or child nutrition programs, to the extent that such foods may be distributed cost-effectively. Each State Unit on Aging may receive donated foods with a value equal to its NSIP grant. Each State Unit on Aging and elderly nutrition project may also receive donated foods under Section 32, Section 416, and Section 709, as available, and under Section 14 (42 U.S.C. 1762(a)).

(c) *Role of distributing agency.* The Department delivers NSIP donated foods to distributing agencies, which distribute them to elderly nutrition projects selected by each State Unit on Aging. The distributing agency may only distribute donated foods to elderly nutrition projects with which they have signed agreements. The agreements must contain provisions that describe the roles of each party in ensuring that the desired donated foods are ordered, stored, and distributed in an effective manner.

(d) *Donated food values used in crediting a State Unit on Aging's NSIP grant.* FNS uses the average price (cost per pound) for USDA purchases of a donated food made in a contract period in crediting a State Unit on Aging's NSIP grant.

(e) *Coordination between FNS and ACL.* FNS and ACL coordinate their respective roles in NSIP through the execution of annual agreements. The agreement ensures that ACL transfers funds to FNS sufficient to purchase the donated foods requested by State Units on Aging, and to meet expenses related to such purchases. The agreement also authorizes FNS to carry over any such funds that are not used in the current fiscal year to make purchases of donated foods for the appropriate State Units on Aging in the following fiscal year.

[81 FR 23113, Apr. 19, 2016]

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§250.69 Disasters.

(a) *Use of donated foods to provide congregate meals.* The distributing agency may provide donated foods from current inventories, either at the distributing or recipient agency level, to a disaster organization (as defined in §250.2), for use in providing congregate meals to persons in need of food assistance as a result of a Presidentially declared disaster or emergency (hereinafter referred to collectively as a "disaster"). FNS approval is not required for such use. However, the distributing agency must notify FNS that such assistance is to be provided, and the period of time that it is expected to be needed. The distributing agency may extend such period of assistance as needs dictate, but must notify FNS of such extension.

(b) *Use of donated foods for distribution to households.* Subject to FNS approval, the distributing agency may provide donated foods from current inventories, either at the distributing or recipient agency level, to a disaster organization, for distribution to households in need of food assistance because of a disaster. Such distribution may continue for the period that FNS has determined to be necessary to meet the needs of such households. However, households receiving disaster SNAP (D-SNAP) benefits are not eligible to receive such donated food assistance.

(c) *Approval of disaster organization.* Before distribution of donated foods to a disaster organization, the distributing agency must review and approve such organization's application in accordance with applicable FNS guidance, which must be submitted to the distributing agency either electronically or in written form. The distributing agency must also submit such application to FNS for review and approval before permitting distribution of donated foods to households.

(1) The disaster organization's application must, to the extent possible, include the following information:

- (i) A description of the disaster situation;
- (ii) The number of people requiring assistance;
- (iii) The period of time for which donated foods are requested;
- (iv) The quantity and types of food needed; and
- (v) The number and location of sites where donated foods are to be used, to the extent that such information is known.

(2) In addition to the information required in paragraph (c)(1) of this section, disaster organizations applying to distribute donated foods to households must include the following information in their application:

- (i) An explanation as to why such distribution is needed;
- (ii) The method(s) of distribution available; and

(iii) A statement assuring that D-SNAP benefits and donated food assistance will not be provided simultaneously to individual households, and a description of the system that will be implemented to prevent such dual participation.

(d) *Information from households.* If the issuance of D-SNAP benefits has been approved, the distributing agency must ensure that the disaster organization obtains the following information from households receiving donated foods, and reports such information to the distributing agency:

(1) The name and address of the household members applying for assistance;

(2) The number of household members; and

(3) A statement from the head of the household certifying that the household is in need of food assistance, is not receiving D-SNAP benefits, and understands that the sale or exchange of donated foods is prohibited.

(e) *Eligibility of emergency relief workers for congregate meals.* The disaster organization may use donated foods to provide meals to any emergency relief workers at the congregate feeding site who are directly engaged in providing relief assistance.

(f) *Reporting and recordkeeping requirements.* The distributing agency must report to FNS the number and location of sites where donated foods are used in congregate meals or household distribution as these sites are established. The distributing agency must also report the types and amounts of donated foods from distributing or recipient agency storage facilities used in disaster assistance, utilizing form FNS-292A, *Report of Commodity Distribution for Disaster Relief*, which must be submitted electronically, within 45 days from the termination of disaster assistance. This form must also be used to request replacement of donated foods, in accordance with paragraph (g) of this section. The distributing agency must maintain records of reports and other information relating to disasters.

(g) *Replacement of donated foods.* In order to ensure replacement of donated foods used in disasters, the distributing agency must submit to FNS a request for such replacement, utilizing form FNS-292A, *Report of Commodity Distribution for Disaster Relief*, within 45 days following the termination of disaster assistance. The distributing agency may request replacement of foods used from inventories in which donated foods are commingled with other foods (*i.e.*, at storage facilities of recipient agencies utilizing single inventory management), if the recipient agency received donated foods of the same type as the foods used during the year preceding the onset of the disaster assistance. FNS will replace such foods in the amounts used, or in the amount of like donated foods received during the preceding year, whichever is less.

(h) *Reimbursement of transportation costs.* In order to receive reimbursement for any costs incurred in transporting donated foods within the State, or from one State to another, for use in disasters, the distributing agency must submit a public voucher to FNS with documentation of such costs. FNS will review the request and reimburse the distributing agency.

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§250.70 Situations of distress.

(a) *Use of donated foods to provide congregate meals.* The distributing agency may provide donated foods from current inventories, either at the distributing or recipient agency level, to a disaster organization, for use in providing congregate meals to persons in need of food assistance because of a situation of distress, as this term is defined in §250.2. If the situation of distress results from a natural event (*e.g.*, a hurricane, flood, or snowstorm), such donated food assistance may be provided for a period not to exceed 30 days, without the need for FNS approval. However, the distributing agency must notify FNS that such assistance is to be provided. FNS approval must be obtained to permit such donated food assistance for a period exceeding 30 days. If the situation of distress results from other than a natural event (*e.g.*, an explosion), FNS approval is required to permit donated food assistance for use in providing congregate meals for any period of time.

(b) *Use of donated foods for distribution to households.* The distributing agency must receive FNS approval to provide donated foods from current inventories, either at the distributing or recipient agency level, to a disaster organization for distribution to households in need of food assistance because of a situation of distress. Such distribution may continue for the period of time that FNS determines necessary to meet the needs of such households. However, households receiving D-SNAP benefits are not eligible to receive such donated food assistance.

(c) *Approval of disaster organizations.* Before distribution of donated foods to a disaster organization, the distributing agency must review and approve such organization's application in accordance with applicable FNS guidance, which must be submitted to the distributing agency either electronically or in written form. The distributing agency must also submit such application to FNS for review and approval before permitting distribution of donated foods in a situation of distress that is not the result of a natural event, or for any distribution of donated foods to households. The disaster organization's application must, to the extent possible, include the information required in §250.69(c).

(d) *Information from households.* If the issuance of D-SNAP benefits has been approved, the distributing agency must ensure that the disaster organization obtains the information in §250.69(d) from households receiving donated foods, and reports such information to the distributing agency.

(e) *Eligibility of emergency relief workers for congregate meals.* The disaster organization may use donated foods to provide meals to any emergency relief workers at the congregate feeding site that are directly engaged in providing relief assistance.

(f) *Reporting and recordkeeping requirements.* The distributing agency must report to FNS the number and location of sites where donated foods are used in congregate meals or household distribution as these sites are established. The distributing agency must also report the types and amounts of donated foods from distributing or recipient agency storage facilities used in the situation of distress, utilizing form FNS-292A, *Report of Commodity Distribution for Disaster Relief*, which must be submitted electronically, within 45 days from the termination of assistance. This form must also be used to request replacement of donated foods, in accordance with paragraph (g) of this section. The distributing agency must maintain records of reports and other information relating to situations of distress.

(g) *Replacement of donated foods.* FNS will replace donated foods used in a situation of distress only to the extent that funds to provide for such replacement are available. The distributing agency must submit to FNS a request for replacement of such foods, utilizing form FNS-292A, *Report of Commodity Distribution for Disaster Relief*, which must be submitted electronically, within 45 days from the termination of assistance. The distributing agency may request replacement of foods used from inventories in which donated foods are commingled with other foods (*i.e.*, at storage facilities of recipient agencies utilizing single inventory management), if the recipient agency received donated foods of the same type as the foods used during the year preceding the onset of the situation of distress. Subject to the availability of funds, FNS will replace such foods in the amounts used, or in the amount of like donated foods received during the preceding year, whichever is less.

(h) *Reimbursement of transportation costs.* In order to receive reimbursement for any costs incurred in transporting donated foods within the State, or from one State to another, for use in a situation of distress, the distributing agency must submit a public voucher to FNS with documentation of such costs. FNS will review the request and reimburse the distributing agency to the extent that funds are available.

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§250.71 OMB control numbers.

Unless as otherwise specified in the table in this section, the information collection reporting and recordkeeping requirements in 7 CFR part 250 are accounted for in OMB control number 0584-0293.

CFR Cite	OMB Control No.
§250.4(a)	0584-0067
§250.19(a)	0584-0067, 0584-0293
§§250.69(f) and (g) and 250.70(f) and (g)	0584-0067, 0584-0293

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