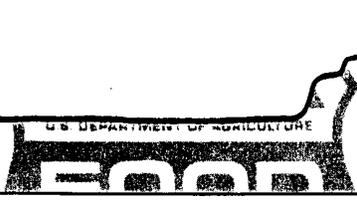
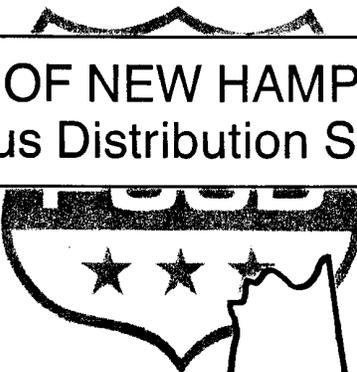




STATE OF NEW HAMPSHIRE
Surplus Distribution Section



Commodity Handbook

IMPORTANT PROGRAM TELEPHONE NUMBERS

PROGRAM INFORMATION	271-2602
ORDER DESK	271-1461
FAX	271-6475
EMAIL	nhsurplusfood@nhsa.state.nh.us

NON-DISCRIMINATION STATEMENT

“IN ACCORDANCE WITH FEDERAL LAW AND U.S. DEPARTMENT OF AGRICULTURE POLICY, THIS INSTITUTION IS PROHIBITED FROM DISCRIMINATING ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE OR DISABILITY

TO FILE A COMPLAINT OF DISCRIMINATION, WRITE USDSA, DIRECTOR, OFFICE OF CIVIL RIGHTS, 1400 INDEPENDENCE AVENUE, SW, WASHINGTON, D.C. 20250-9410 OR CALL (800) 795-3272 OR (202) 720-6382 (TTY). USDA IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.”

PREPARED BY

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
SURPLUS DISTRIBUTION SECTION
12 HILLS AVENUE
CONCORD, NEW HAMPSHIRE 03301**

(Supersedes Commodity Handbook, March 2003)

TABLE OF CONTENTS

	PAGE
<u>ADVISORY COUNCIL</u>	3
<u>ALLOCATION AND ORDERING</u>	4
<u>APPLICATION PROCEDURES</u>	3
<u>AUDIT</u>	9
<u>BACKGROUND</u>	1
<u>CIVIL RIGHTS</u>	13
<u>COMMODITY HOLDS AND RECALLS</u>	10
<u>COMMODITY USE OUTSIDE THE SCHOOL LUNCH PROGRAM</u>	12
<u>COMMODITY LISTING</u>	3
<u>COMMODITY DEFINITIONS</u>	4
<u>DISASTER FEEDING</u>	8
<u>ELIGIBILITY</u>	2
<u>FACT SHEETS</u>	4
<u>INTRODUCTION</u>	1
<u>INVOICES</u>	5
<u>LEGISLATION</u>	2
<u>LOSS OF GOVERNMENT FOOD</u>	7
<u>PROCESSING</u>	8
<u>RECEIVING COMMODITIES</u>	6
<u>RECEPIENT COMPLAINT PROCEDURES</u>	9
<u>RECEPIENT AGENCY RESPONSIBILITIES</u>	9
<u>REFUSAL OPTION</u>	5
<u>SERVICE CHARGE</u>	3
<u>SHELF-LIFE GUIDE</u>	6
<u>STATE AGENCY RESPONSIBILITIES</u>	8
<u>STATEMENTS</u>	5
<u>STORAGE</u>	7
<u>SUMMER FOOD SERVICE/CAMPS</u>	9
<u>TRAINING</u>	3
<u>TRANSFER OF COMMODITIES</u>	10
<u>USDA COMMODITY DESCRIPTION</u>	4
<u>USE OF DONATED FOODS FOR TRAINING STUDENTS IN HOME ECONOMICS</u>	11

APPENDIX

<u>AGREEMENT FORM</u>	<u>APPENDIX I</u>
<u>CHANGE OF ADDRESS FORM</u>	<u>APPENDIX II</u>
<u>RECIPIENT COMPLAINT FORM</u>	<u>APPENDIX III</u>
<u>REPORT OF LOSS FORM</u>	<u>APPENDIX IV</u>
<u>COMMODITY INFORMATION GUIDE</u>	<u>EXHIBIT A</u>
<u>TEMPERATURE CONTROL CHART</u>	<u>EXHIBIT B</u>
<u>DISASTER FEEDING INFORMATION</u>	<u>EXHIBIT C</u>
<u>SUMMER CAMP/FOOD SERVICE ENDING INVENTORY FORM</u>	<u>EXHIBIT D</u>
<u>TRANSFER FORM</u>	<u>EXHIBIT E</u>
<u>RECEIVING REQUIREMENTS</u>	<u>EXHIBIT F</u>
<u>CIVIL RIGHTS POSTER (ON BACK COVER)</u>	<u>EXHIBIT G</u>

PLEASE NOTE: This handbook has been designed so that informational changes will be updated by pages only. This handbook should be inserted into a standard three-ring binder for your convenience in maintaining a permanent file.

INTRODUCTION

The Surplus Distribution Section, formerly the N.H. Distributing Agency, organized under the State Department of Education was reorganized as of the State fiscal year 1985 under RSA 21-I:12 and aligned under the Division of Plant and Property within the Department of Administrative Services.

The Agency is responsible for the distribution of United States Department of Agriculture (USDA) donated foods. The Agency is a self-sustaining state agency that receives no general fund monies and generates its working capital from service charges to recipients.

The Surplus Distribution Section is located at 12 Hills Avenue in Concord, New Hampshire with a warehouse capacity of 11,566 square feet of dry storage space, 3,411 square feet of freezer space and 1,008 square feet of cooler space.

BACKGROUND

Donated Food

Public programs designed to improve the economic position of farmers are as old as this country.

- Commodity distribution under USDA since 1935
- Section 2 on National School Lunch Act encourages domestic consumption of American grown commodities for use by the school children
- USDA purchases commodities to temporarily remove surpluses of perishable foods for the price support and for National School Lunch
- Variety of foods available: meats, vegetables, fruits, grains, oils and nuts
- Limited amounts available to agencies not participating in National School Lunch
- Most items offered in limited quantity
- Some foods are declared "BONUS" and offered on a "use without waste" basis

LEGISLATION

- Section 6 of the National School Lunch Act provides funds for direct expenditure to purchase commodities. EXAMPLE: meats, fruits and vegetables
- The Agricultural Adjustment Act of August 24, 1935 (Public Law 320) provides for surplus removal programs.
- Section 32 of this Act, as amended, permits the Secretary of Agriculture to expend an amount equal to 30% of the customs receipts for various agricultural programs.
- Section 416 authorizes the purchase and distribution of commodities for the purpose of supporting farm prices.
- Section 110 authorizes the purchase and distribution of commodities for soup kitchens and food banks.
- Section 104 authorizes USDA to purchase commodities for the purpose of household consumption which will be in addition to any surplus commodities.

ELIGIBILITY

- A) National School Lunch Program
- Public and private schools Section 6, 32, 416
 - Public or licensed nonprofit Child and Adult Care & Residential Child Care Institutions Section 6, 32, 416
 - * Approval Agency State Dept. of Education
- B) Summer Food Service Program for Children
- Private or public school food authority Section 32, 416
 - Local, municipal or county government Section 32, 416
 - Residential Summer camps that meet poor economic conditions criteria Section 32, 416
- C) Commodity Only Summer Camps
- Nonprofit summer camps that do not meet the poor economic conditions criteria Section 32, 416
 - * Approval Agency State Surplus Dist. Section
- D) Charitable Institutions
- Non-penal, non-educational public, state and local Section 32, 416
 - Nonprofit tax-exempt private hospitals; other nonprofit, non-educational tax-exempt private institution organizations for charitable purposes Section 32, 416
 - * Approval Agency State Surplus Dist. Section
- E) The Emergency Food Assistance Program
- Mass distribution of food to persons classified as “needy” Section 104
 - * Approval Agency Belknap/Merrimack C.A.P.
- F) Soup Kitchen Feeding Program
- Distribution of food to Soup Kitchens, Homeless Shelters and Food Pantries utilizing a “means” test Section 110
 - * Approving Agency State Surplus Dist. Section
Belknap/Merrimack C.A.P.
- G) Charitable Institutions for the Emergency Food Assistance Program
- Non-penal, non-educational public, state and local Section 32, 416
 - Nonprofit tax exempt private hospitals; other nonprofit, non-educational tax-exempt private institution organizations for charitable purposes Section 32, 416
 - Nonprofit organizations which service 50% or more needy population Section 110
 - * Approval Agency Belknap/Merrimack C.A.P.

SERVICE CHARGE

Recipient Agencies pay a flat “per case” fee, regardless of the type of commodity. This fee covers the agency’s complete overhead and there are no additional “hidden costs”.

APPLICATION PROCEDURES

Public or nonprofit private agencies sponsoring a National School Lunch Program, a Summer Program or a Child and Adult Care Feeding Program can apply for commodity foods by submitting a Commodity Food Agreement (see Appendix I.). All facilities under the Eligibility section may also apply for commodities by submitting a Commodity Food Agreement.

TRAINING

The State Agency, in conjunction with the Bureau of Food and Nutrition, Department of Education, may require attendance at yearly workshops which provide information in the areas of regulations, food availability, program overview and new policies.

These workshops allow for open discussion regarding methods of cooking, exchange of recipes and general dialogue among participants.

THE ADVISORY COUNCIL

The Surplus Distribution Section oversees a State Distribution Advisory Council which meets once or twice a year to provide recommendations for the commodity program.

The council is responsible for surveying the schools regarding their preferences for certain foods over others. These Commodity Acceptance Surveys are a very important tool for USDA to help determine commodities to be ordered the following year.

The council also makes recommendations regarding the processing of foods.

The council is composed of various representatives from across the state. Each serves a 3-year term running from Jan 1 – Dec 31. The council meets annually in February. Reports submitted to USDA by the council are our formal way of getting feedback from commodity users.

COMMODITY LISTING

Foods expected to be available for Schools, Child and Adult Care Food Programs, Nutrition Programs for the Elderly and Summer Food Service Programs are published annually (May/June). You must keep in mind that these are just predictions and are subject to change. Please contact our office for a current copy.

FACT SHEETS

Commodity fact sheets are available upon request and provide information regarding ingredients, pack size, yield, usage suggestions, storage guidelines, nutritional composition, preparation tips and recipes. Fact sheets are also available on the Internet at www.fns.usda.gov/fdd

USDA COMMODITY DESCRIPTION

United States Department of Agriculture, FNS Instruction 716-1 contains actual specifications used by USDA to purchase foods. These specifications identify products in terms of kind, style, grade, composition, conditions, size and packaging. Copies of these instructions are available upon request.

COMMODITY DEFINITIONS

Entitlement Food: Values of Group A or Group B foods which are “charged” against a distributing agency’s and/or recipient agency’s level of commodity assistance. The values of bonus foods do not reduce entitlement funds.

Group A Commodities: Fruits, vegetables, meat, poultry and fish products purchased by AMS with Section 32 funds. Group A-type foods are purchased when American farmers produce more non-basic perishable food than the normal commercial market needs.

Group B Commodities: Grains, dairy, peanut and oil products that are purchased by the Farm Service Agency (FSA) with Section 416 funds. When prices are low and food supplies are abundant, FSA acquires excess basic nonperishable foods under price-support legislation to assist American Farmers. USDA is authorized to donate these foods for use by needy persons, for nonprofit school lunch programs, nonprofit summer camps for children and for charitable institutions to the extent that needy persons are served.

Bonus Commodities: A food item not charged against entitlement or against a program’s appropriated funds. Bonus foods are to be used by the recipient agency on a “use without waste” basis. These foods are acquired through the price-support operations of the Commodity Credit Corporation or surplus-removal operations of the Agricultural Marketing Service (AMS). In all instances, the foods are clearly “donated” to the Food and Nutrition Service (FNS), i.e. no cost is incurred by FNS.

ALLOCATION AND ORDERING

(National School Lunch Programs only)

The Surplus Distribution Section determines the commodity allocation based on the number of reimbursable lunches served times (X) the commodity assistance rate established yearly by USDA. Periodically, USDA adjusts the entitlement based on updated meal count data. The State Agency may also request a change in the ratio of Group A and Group B commodities on an annual basis.

Surplus Distribution prorates the State entitlement of Group A and Group B foods among all schools. USDA is required by law to make available dollars/food to the State in accordance with the number of reimbursable lunches served times the appropriate commodity assistance rate. In addition to the basic prorating (meals x rates), the State Agency considers inventory levels, usage rates, storage capabilities, shipping restrictions and local preferences in the allocation to each school.

REFUSAL OPTION

In accordance with 7CFR 250.48(f), "Prior to making distribution to school food authorities, distributing agencies shall notify each school food authority of its right to refuse delivery and to receive other donated foods, if available, in lieu of those refused."

7CFR 250.48(f) also makes it clear that while any amount of commodities which cannot be used effectively may be refused by a school food authority, "not more than 20 percent of the value of the donated foods offered to a school food authority for lunches during the school year shall be subject to replacement with other available donated foods unless replacement based on the refusal of more than 20 percent of such value is feasible and practical."

INVOICES

The receiving agency (recipient agency) at the time of delivery or pick up, will be issued an invoice. Invoices must be carefully checked against the food that is received at the time of delivery or pick up. Recipients must not sign the invoice until all goods have been checked for correct amounts, damage or thawing. Recipients must count all items to determine that the amount delivered or picked up are the same amount listed on the invoice. The driver or warehouseman will note overages and shortages on the invoice and notify Surplus Distribution of the discrepancy. After the invoice is carefully checked and marked for damages and/or shortages, the representative for the recipient agency will sign and date the invoice and the driver or warehouseman will leave a copy for the recipient agency. (See Receiving Commodities on the following page.)

STATEMENTS

Every month recipients will receive a statement listing their invoices and balance due. Recipients must pay these amounts promptly. Credits have already been applied to the invoices to which they pertain; therefore, no adjustment is necessary on the part of the recipient. **Recipients are required to return one copy of each invoice statement with their payment within 30 days of delivery.** Checks must be made payable to:

Treasurer, State of New Hampshire
c/o Surplus Distribution
12 Hills Avenue
Concord NH 03301

Please use the Address Form that is attached to your Agreement to report any changes of address, contact person, etc. (See Appendix II.)

RECEIVING COMMODITIES

ALL PERSONNEL RECEIVING SHIPMENTS ARE REQUIRED TO:

1. COUNT ALL CASES TO EACH ITEM TO VERIFY THE AMOUNT SHOWN ON THE DELIVERY RECEIPT.
2. MAKE CERTAIN PRODUCTS ARE THE SAME AS STATED ON THE DELIVERY RECEIPT.
3. VISUALLY CHECK CASES FOR SIGNS OF DAMAGE.
4. BEFORE SIGNING, NOTE ALL SHORTAGES OR DAMAGES ON ALL COPIES OF THE DELIVERY RECEIPT.
5. REPORT ALL DISCREPANCIES TO THE SURPLUS DISTRIBUTION SECTION IMMEDIATELY.
6. RECIPIENTS ARE LIABLE FOR ANY SHORTAGES OR DAMAGES NOT NOTED ON THE DELIVERY DOCUMENT AT THE TIME OF RECEIPT. (See Exhibit F for page to post in receiving area)

SHELF-LIFE GUIDE

The shelf-life recommendations stated in the USDA Commodity Fact Sheets suggest general storage recommendations for the prevention of deterioration of perishable and semi-perishable food products. These are general quality control recommendations which help identify the period of time during which the product is at its highest quality. It is important to remember that under the proper storage conditions and if the product is not severely damaged physically, it can still be used if it has exceeded its shelf-life recommendation. However, the quality of the product may have suffered.

The shelf-life recommendation is stated on all current fact sheets as “best if used by.” Again, the product is still usable if it is past its recommended shelf life; however, the quality may not be quite the same as if used before the “best if used by” date. If the product quality has deteriorated to a degree that it does not produce an acceptable product, then the product should not be used or served. The correct protocol is for the Program recipient to contact the Surplus Distribution Section so that the proper measures can be taken to handle the product (i.e., official inspection of the product, to determine proper disposition, replacement of the product, etc.)

STORAGE

Recipient agencies must provide facilities for proper handling and storing of commodities requested and accepted.

State agency personnel and USDA are authorized to inspect, at any reasonable time, the donated foods and the facilities.

The recipient agency agrees to the following:

1. Keep storage facilities clean, dry and orderly
2. Provide suitable ventilation
3. Provide locks for storerooms
4. Provide specified temperature for commodities within your facility
5. Install thermometers and **RECORD TEMPERATURES DAILY** (see Exhibit B)
6. Maintain an FIFO inventory system (First In, First Out) unless specific packaging dates require other steps
7. Assume liability for all losses or damages caused by negligence or improper use. Always keep in mind shelf-life (see Exhibit A)
8. Storage areas should be inspected monthly for treatment as needed to avoid pest infestation
9. Sources of heat such as compressors should be located separate from all storage areas
10. Destroy containers received with USDA foods

LOSS OF GOVERNMENT FOODS

If you do have a loss of USDA foods you are not required to submit a loss form, however you may complete the form (Appendix IV) and send it in to us. We will make every attempt to replace if the situation warrants it.

We may choose to pursue claims actions against recipient agencies for loss of, damage to or improper use or distribution of commodities.

PROCESSING

State Option

Some USDA foods are difficult to use by recipients in their basic form; therefore, the State Agency contracts for the processing of these foods.

A processing agreement is an arrangement between the State Agency and a commercial food processor which allows the processor to receive and utilize donated foods as an ingredient in a finished product.

The value of donated food is passed through to the recipient in the form of a lower cost. EXAMPLE: A processor uses USDA flour and cheese to make pizza then sells the pizza at a savings of the value of the USDA flour and cheese to recipients.

Local Option

Recipient agencies wishing to process USDA foods on their own must utilize the same prototype contract that the Surplus Distribution Section uses. The contract must be approved by Surplus prior to the release of any USDA food to the processing company.

DISASTER FEEDING

Floods, hurricanes, chemical spills and other disasters may generate a need for congregate mass feeding. Any food donated by USDA to school districts can be used in disaster feedings.

The food service director or person in charge must request prior approval from Surplus Distribution and must promptly report all usage in order for the foods to be replaced. See Exhibit C for guidance on Disaster Feeding.

STATE AGENCY RESPONSIBILITIES

The Surplus Distribution Section is responsible for warehousing, delivery and management of USDA foods and, therefore, performs the following:

- Processes applications and contracts
- Requisitions commodities from USDA
- Controls recipient entitlement of all foods
- Allocates food to recipients
- Makes available bonus foods
- Notifies schools of allocation and future deliveries
- Allows agencies to pick up or request delivery of foods when available
- Provides technical assistance to recipients of USDA foods
- Monitors inventories and storage areas at all sites

RECIPIENT AGENCY RESPONSIBILITIES

It is the responsibility of each recipient agency to:

- Submit all required applications and related material to the State Agency
- Appoint or designate a person responsible for operating the program
- Pay the service charge assessed to the value of the commodities
- Notify the State Agency 24 hours before picking up food
- Ensure that all customer correspondence shows the customer number that is assigned by the Surplus Distribution Section
- All deliveries are “tailgate”; therefore, the recipient is responsible for moving the food into their facilities
- Count, inspect, date and sign for all commodities received

AUDIT

The United States Office of Management and Budget’s Circular A-128, Audits of State and Local Governments, establishes audit requirements for state and local governments that receive federal assistance. The requirements include an opinion on the governmental entity’s financial statements and related schedules of federal assistance; a report on compliance with applicable laws and regulations concerning the expenditure of federal funds and a report on internal accounting and administration controls.

RECIPIENT COMPLAINT PROCEDURES

To register a complaint about our service or the quality of a donated food product, write the Surplus Distribution Section with all the requested information as listed on the Recipient Complaint Form (Appendix III). Please feel free to duplicate this form.

SUMMER FOOD SERVICE CAMPS

These are defined as public or private, nonprofit residential and non-residential summer camps that develop special feeding programs which provide similar food services as developed under the National School Lunch Program. Eligibility is determined by the Bureau of Food and Nutrition, Department of Education.

Summer Food Service Camps are responsible for reporting ending inventory of USDA foods. If no inventory is remaining, the Summer Camps/Summer Food Service Ending Inventory Form must still be returned stating “No Food Remaining.” (See Exhibit D.) Inventory that is remaining and unopened must be transferred to another eligible recipient agency, and the lower portion of the form must be completed. The Surplus Distribution Section will assist camps in placing the commodities. Summer Food Service Camps may not store commodities for the following year.

TRANSFER OF COMMODITIES

Summer Camps and Summer Food Service are required to complete a Transfer Form for any commodities transferred from one facility's inventory to another. (See Exhibit E.) Both the Transferor and the Receiving Facility need to keep a copy of the completed form for their records. The original form must be mailed to the Surplus Distribution Section.

COMMODITY HOLDS AND RECALLS

In the event that a product is put on hold or is recalled we will immediately notify the SAU offices and food service directors electronically or by fax. Therefore, it is critical that you keep your email and fax numbers updated. We will also post the hold or recall information on our website.

When you receive the information it is your responsibility to report to us how much of the product you have. It is important that you keep information such as lot and contract numbers which are printed on each case. This will help you to easily identify the affected product.

Do not use any of the food in question until you are advised by our office to do so. We will keep you updated via our website with all information as it becomes available to us.

USE OF DONATED FOODS FOR TRAINING STUDENTS IN HOME ECONOMICS

FNS INSTRUCTIONS 712-1

I. PURPOSE

This instruction sets for the policy on the use of donated foods for training students in home economics.

II. LEGISLATION

- A. Public Law 86-756, as amended, provides that schools receiving donated foods are authorized to use such foods in training students in home economics, including college students if the same facilities and instructors are used for training both high school and college students in home economics courses.
- B. Section 19 of the Child Nutrition Act of 1966, as amended, authorized the Secretary to formulate and carry out the Nutrition Education and Training (NET) Program to provide for:
 - 1. Nutrition training of educational and food service personnel
 - 2. Food service management training of school food service personnel
 - 3. Nutrition education activities to be conducted in schools and child care institutions. To the maximum extent possible, the program shall utilize the children's nutrition programs as a learning experience.

III. DEFINITION

Home economics, for the purpose of the instruction, includes classes in general home economics, food purchases, nutrition, food preparation, cooking, child care, health and the like. This is at the discretion of the director of the food program.

IV. POLICY

- A. Schools may, for the purpose of training students in home economics, use foods that are received for their nonprofit food service programs. High schools may also permit the use of such foods for training college home economics students, provided that the same facilities and instructors are used in training both high school and college students in home economics.
- B. For the purpose of training students in home economics, schools may use donated foods. These foods may also be used in teaching nutrition and health related activities. NET Program projects conducted for training students may also use donated foods.
- C. Donated foods used for training students in home economics shall not be replaced by distributing agencies.
- D. End products containing donated foods used for training students in home economics shall not be sold unless the proceeds insure only to benefit the school's nonprofit food service program.
- E. End products containing donated foods used for training students should be placed on the lunch line.

V. RECORDS

The record-keeping requirements of the Food Distribution Regulations do not extend to records of the uses made by schools of donated foods. However, good management practices would dictate that school food service managers maintain records of the kinds and quantities of foods that are used for training students in home economics.

COMMODITY USAGE OUTSIDE THE SCHOOL LUNCH PROGRAM

USDA commodities are provided to schools so that they may prepare nutritious, low cost meals to our school children. In all too many instances, these meals may be the only nutritiously balanced meals some children receive on a typical day. Anytime these commodities are diverted from the meal's program to other uses, we potentially increase the cost of the meals to our children. Therefore, these diversions must be made only in those instances where they will assist in the actual education process themselves. The following policies have been established with these guidelines in mind.

1. Commodities may not be used to provide food for school board meetings, teachers' lounge snacks, snacks for sports teams as they travel to "away" games (unless in lieu of their noon meal), organizational banquets, students-adult meetings after school (example: class play planning meeting) and generally not for extracurricular functions. Any product containing USDA commodities may be sold as an a-la-carte item during regular school lunch periods if it is to be eaten at the school.
2. Commodities may be used for the following situations:
 - A. Kindergarten snacks and snacks for children in other classes as long as those snacks are available to all children in the class or unit of study
 - B. Occasional use in classroom instruction such as a "Foods of the World Day"
 - C. Home economics classes (see Page #10)
 - D. Special promotions of the school lunch program in conjunction with the state or National School Lunch Week activities or National Nutrition Week
 - E. School breakfast programs and other situations which occur during normal school hours and are directly related to either the education process and/or nutrition education

When non school lunch organizations are using school lunch facilities for food preparation, additional steps should be taken to insure that USDA commodities are not used. An example would be a club using the school lunch room to pop popcorn for an athletic event or some other organizations using those facilities to prepare food for an organization banquet or other function. Since USDA commodities may not be used in these instances, we suggest that if various school organizations utilize the food service facilities for food preparation, that the organizations purchase their own food supplies and that they request that the food service manager maintain a separate set of inventory records and/or receipts for these foods. This practice will then verify for a reviewer from either this office, FNS or the USDA that separate food is being used for non school lunch activities and reduces the possibility of confusion as to whether USDA commodities were inappropriately used.

If you or members of your staff have questions regarding these policies, please write the commodity office.

CIVIL RIGHTS

The recipient agency hereby agrees that it will comply with Title VI of the Civil Rights Acts of 1964 (P.L.88-352), Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (P.L.93-112) Age Discrimination Act of 1975 (P.L.94-135) and all requirements imposed by the regulation of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and FNS directives of regulations issued pursuant the act and the regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, age, sex or disability, 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 received 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 and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such consideration, or 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 one of its purposes, the provision of assistance such as food and cash assistance for purchase 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, recipient agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI and permit authorized USDA or State Agency personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violation of this assurance, The Department of Agriculture, Food and Nutrition Service shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the recipient agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the Department.

**State of New Hampshire
Department of Administrative Services
SURPLUS DISTRIBUTION SECTION
12 Hills Avenue, Concord NH 03301
Tel (603) 271-2602**

**AGREEMENT
FOR DISTRIBUTION AND USE OF USDA DONATED COMMODITIES**

In order to effectuate the programs of the United States Department of Agriculture (USDA) for the donation of food commodities, the Surplus Distribution Section and

Recipient Agency or SAU	Customer # (extra spaces provided for multiple facilities)
Street and Number	Name of Contact Person
City and State	Telephone Number
E-mail address	Fax Number

do covenant and agree as follows:

GENERAL PROVISIONS

1. Commodities will be requested and accepted only in such quantities as can and will be used in accordance with the rates and recommended period of utilization designed by the Surplus Distribution Section. Commodities shall not be sold, exchanged or otherwise disposed of without the consent of the Surplus Distribution Section. However, commodities may be transferred between recipient agencies upon the authorization of the Surplus Distribution Section if determined to be in the best interest of the distribution program.
2. A quantity of any donated commodity received by a recipient agency may be transferred by the recipient agency to bona fide experimental or testing agencies, or for the use in workshops for demonstrations or tests relating to the utilization of such commodity by the recipient agency. No such transfer may be made without prior approval of the Surplus Distribution Section.
3. Commodities shall be distributed only to recipient agencies eligible to receive them under the regulations and policies of the USDA. (See Eligibility) The Surplus Distribution Section shall be responsible for limiting distribution of Section 6 commodities to those schools participating in the National School Lunch Program on the basis of the average number of daily Type A lunches served as evidenced by information provided by September 1, and supplemented subsequently by the School Lunch Director.
4. The recipient agency agrees to promptly pay such reasonable service charges as are assessed by the Surplus Distribution Section to cover storage, processing, handling and delivery costs to predetermined delivery points. All funds accruing from the sale of containers, salvage of commodities, insurance, or the recoveries from loss or damage claims shall be used for the payment of expenses of the commodity distribution program.
5. Commodities shall not be distributed to any recipient agency whose normal food expenditures are reduced because of the receipt of commodities, except that this provision shall not apply to the distribution of Section 6 commodities.
6. Adequate facilities and personnel shall be provided by the recipient agency for the proper care, handling, storage and distribution of commodities to properly safeguard against theft, spoilage and other loss. Failure to provide such care will require full restitution to and as determined by the Surplus Distribution Section. All loss and damage to commodities or complaints shall be reported immediately to the Surplus Distribution Section for prompt handling. Upon the happening of an event to creating a claim in favor of the recipient agency from loss or damage of commodities caused by a warehouseman, carrier or other person, the recipient agency shall take all necessary action to obtain restitution. All amounts collected by such action shall be reported to and used only in accordance with instructions from the Surplus Distribution Section.
7. Commodities found to be damaged or out of condition and determined to be unfit for human consumption by Federal, State or local health officers or by other competent persons, shall be disposed of only in accordance with instructions from the Surplus Distribution Section.
8. Recipient agencies may employ commercial or institutional facilities to process commodities by converting them into different end products or by repackaging them. When this is done recipient agencies shall be required to enter into written agreements with such

processing facilities but not until prior approval has been obtained from the Surplus Distribution Section. All such converted or repackaged commodities shall be plainly labeled "Contains Commodities Donated by the USDA - Not to be Sold or Exchanged."

9. All books and records pertaining to the receipt and use of commodities shall be kept for a period of three (3) years from the close of the Federal fiscal year to which they pertain.

10. The Surplus Distribution Section and the USDA reserve the right to inspect commodities in storage, the facilities used for storing such commodities and all records and reports pertaining to the distribution of commodities at any reasonable time.

11. The Recipient Agency assures the Surplus Distribution Section that in its administration of Distribution Programs, it will comply with all requirements imposed by or pursuant to Part 15, Subpart A of Title 7 CFR, of the regulations of the USDA (29 FR 16274) including any amendments thereto after the date of this agreement Federal food assistance is extended in reliance on the representations made herein.

The Surplus Distribution Section reserves the right to discontinue immediately further shipments of USDA donated foods to a Recipient Agency which fails to comply with the general intents and purposes set forth in this agreement, or any instructions issued pursuant thereto. Either the Surplus Distribution Section or the USDA, or both, shall have the right to take further action through available means when considered necessary, including prosecution under applicable State and Federal statutes or other judicial means of enforcement. USDA commodities will not be made available to agencies that practice discrimination in service, facilities or employment of persons because of race, color or national origin.

12. This agreement shall be effective when executed by both parties and shall continue in effect until terminated as provided herein. Either party hereto may, by giving at least thirty (30) days written notice, terminate this agreement. Upon receipt of evidence that the terms and conditions of the agreement have not been fully complied with by the recipient agency, the Surplus Distribution Section may terminate this agreement immediately by notice in writing to the recipient agency. Subject to such notice of termination or cancellation, recipient agency agrees to comply with the instruction of the Surplus Distribution Section either to distribute or redonate all remaining inventories of USDA donated commodities in accordance with the provisions of this agreement and to transmit such reports as are required by the Surplus Distribution Section to record the final disposition of such inventories. Recipient agencies will be held by the Surplus Distribution Section to record the final disposition of such inventories. Recipient agencies will be held accountable for any losses occurring prior to the date of termination which may be revealed in a final closeout audit of the recipient agency operation.

CIVIL RIGHTS

"The recipient agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352); Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112); Age Discrimination Act of 1975 (P.L. 94-135); 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 of race, color, national origin, age, sex, or disability, 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 received 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 and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest 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 the 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 purchase 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, recipient agency 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 Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the recipient agency, 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 below are authorized to sign this assurance on the behalf of the program applicant."

ELIGIBILITY

A) National School Lunch Program

- Public and private schools Section 6, 32, 416
- Public or licensed nonprofit Child and Adult Care & Residential Child Care Institutions Section 6, 32, 416
- * Approval Agency State Dept. of Education

B) Summer Food Service Program for Children

- Private or public school food authority Section 32, 416
- Local, municipal or county government Section 32, 416
- Residential summer camps that meet poor economic conditions criteria Section 32, 416
- * Approval Agency State Dept. of Education

C) Commodity Only Summer Camps

- Nonprofit summer camps that don't meet the poor economic conditions criteria Section 32, 416
- * Approval Agency State Surplus Dist. Section

D) Charitable Institutions

- Non-penal, non-educational public, state and local Section 32, 416
- Nonprofit tax-exempt private hospitals; other nonprofit, non-educational tax-exempt private institution organizations for charitable purposes Section 32, 416
- * Approval Agency State Surplus Dist. Section

E) The Emergency Food Assistance Program

- Mass distribution of food to persons classified as "needy" Section 104
- * Approval Agency State Surplus Dist. Section & Belknap/Merrimack CAP

F) Soup Kitchen Feeding Program

- Distribution of food to Soup Kitchens, Homeless Shelters and Food Pantries Section 110
- utilizing a "means" test
- * Approval Agency State Surplus Dist. Section & Belknap/Merrimack CAP

G) Charitable Institutions for the Emergency Food Assistance Program

- Non-penal, non-educational public, state and local Section 32, 416
- Nonprofit tax-exempt private hospitals; other nonprofit, non-educational tax-exempt private institution organizations for charitable purposes Section 32, 416
- Nonprofit organizations which service 50% or more needy population Section 110
- * Approval Agency Belknap/Merrimack CAP

Signature of Authorized Representative of Recipient Agency

Title

Signature of Authorized Representative of Surplus Distribution Section

Federal Surplus Manager

Title

Approved and Certified by Surplus Distribution on _____
MONTH DAY YEAR

ADDRESS FORM

IF WE DELIVER, GIVE ALL INFORMATION BELOW (Please Print or Type):

Customer Number: _____ Facility Name: _____

Lunch director: _____ Contact person for commodities: _____

Telephone Number of contact person: _____ Fax Number: _____

E-mail address (if available): _____

Contact person for accounts payable: _____ Telephone Number: _____

Billing: _____ Delivery: _____

Customer Number: _____ Facility Name: _____

Lunch director: _____ Contact person for commodities: _____

Telephone Number of contact person: _____ Fax Number: _____

E-mail address (if available): _____

Contact person for accounts payable: _____ Telephone Number: _____

Billing: _____ Delivery: _____

Customer Number: _____ Facility Name: _____

Lunch director: _____ Contact person for commodities: _____

Telephone Number of contact person: _____ Fax Number: _____

E-mail address (if available): _____

Contact person for accounts payable: _____ Telephone Number: _____

Billing: _____ Delivery: _____

If additional space is needed, please use the Address Form Continuation Sheet

**COMPLAINT INFORMATION
FOR
REPORTING COMPLAINTS ON
USDA DONATED COMMODITIES**

Recipient Agency Name: (School, TEFAP, CSFP, FDIR, Warehouse)	Address: State:	City:
Contact Person:	Title: Phone #: Fax #:	

Date Complaint Filed:

Commodity Name & Commodity Code:

Description of Problem/Complaint:

REASON FOR COMPLAINT

1. <input type="checkbox"/> Seeking Replacement	2. <input type="checkbox"/> Vendor Response Requested
3. <input type="checkbox"/> Isolated Incident, Notify Vendor, No Response Necessary	4. <input type="checkbox"/> For Information Only
5. <input type="checkbox"/> Other: (Fill in Remarks)	

**IMPORTANT INFORMATION NEEDED TO RESEARCH COMPLAINT
(Please fill in as much information as possible)**

Contract #:	Delivery Order #:	N/D#:	Lot#:	Box#:
Can Codes:	Pack Date:	Amount Rec'd:	Date Product Rec'd by SDA:	
Date Product Shipped to RA:	Date Product Rec'd by RA:	Injury from Product		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		

Amount of Product Remaining at R/A site:

Product on Hold at R/A site: Yes **No** **Amount:**

Physical location of product on hold:

Vendor (IF KNOWN):

Is Product Under Warranty: Yes **No**

SURPLUS DISTRIBUTION SECTION
 12 HILLS AVENUE
 CONCORD NH 03301-4899
 (603) 271-2602



DISASTERS

EVERYBODY HATES THEM, SO WHEN THEY DO HAPPEN, BE READY!!

Because of the most recent flood disasters, it is clear that people are not aware of all the various assistance available to them.

AFTER APPROVAL FROM THIS OFFICE, USDA DONATED FOODS ARE AVAILABLE FOR MASS FEEDING PURPOSES DURING DISASTERS AND WILL BE MADE AVAILABLE TO ANY RECOGNIZED PUBLIC OR PRIVATE RELIEF AGENCY FOR FEEDING IN A CONGREGATE SETTING.

The steps involved are very straight-forward and easy to follow:

- A. Call the Surplus Distribution section and ask for assistance; tell us your immediate food needs, along with estimated meals to be served.

Your next step will be to collect some information during the crisis

- A. Number of evacuees being sheltered
- B. Estimated duration of shelter feeding
- C. Quantity and types of Commodities used that were on hand prior to disaster
- D. Number and location of shelters
- E. Shelter facilities to prepare donated foods
- F. Organizations also providing assistance, (Red Cross, Church Groups)

ONCE THE CRISIS HAS PASSED, THE RELIEF AGENCY SHALL REPORT TO SURPLUS THE FOLLOWING INFORMATION:

- A. Amount of USDA Commodities actually utilized
- B. Period of time of the mass feeding including meals served (example: 2,000 persons, three meals per day for five days)

ENDING INVENTORY FORM

(Must be completed at close of Camp. NO LATER!)

PRINT Camp Name _____ CUST # _____

Address _____

Person Completing Form _____ Date Camp Closed for Season _____

ENDING INVENTORY

Commodity Name	Pack Date	Full Cases	Partial Cases
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Use reverse side if more room is necessary

Signature _____ Date _____

TRANSFERRED REMAINING INVENTORY TO: (Must be approved by Surplus Distribution)

<p>NAME OF FACILITY _____</p> <p>Date transferred ending inventory _____</p>	<p>SURPLUS DISTRIBUTION REPRESENTATIVE WHO APPROVED FACILITY & DATE CONTACTED _____</p>
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<p>Signature of person RECEIVING commodities _____</p>	<p>Signature of person DELIVERING commodities _____</p> <p style="text-align: right;">Camp Representative</p>
--	---

Federal Regulations require end of season inventory be submitted to this agency.

**INVENTORY CANNOT BE HELD OVER! If you have not depleted your inventory at the close of camp, you must transfer the remainder to an eligible recipient agency. Either way, this form must be completed, SIGNED and returned to:
Surplus Distribution Section, 12 Hills Avenue, Concord NH 03301**

**SURPLUS DISTRIBUTION SECTION
12 HILLS AVENUE
CONCORD NH 03301-4899
(603) 271-2602**

TRANSFER FORM

USDA COMMODITY FOOD/FEDERAL SURPLUS PROPERTY/RLSO DRUG ERADICATION

TRANSFER FROM: ("Transferrer")

CUST #	CUSTOMER NAME & ADDRESS	ITEM(S) TRANSFERRED
_____	_____ _____ _____ _____	_____ _____ _____ _____

Reason for transfer:

TRANSFER TO: ("Transferee")

CUST #	CUSTOMER NAME & ADDRESS	WAS ITEM INSPECTED PRIOR TO ACCEPTANCE? YES/NO
_____	_____ _____ _____ _____	COMMENT: _____ _____ _____

COMMENTS: (Quality of item, Condition, etc.)

TRANSFERRER SIGNATURE

TRANSFEREE SIGNATURE

ATTENTION!

ALL PERSONNEL RECEIVING SHIPMENTS ARE REQUIRED

TO:

1. COUNT ALL CASES OF EACH ITEM TO VERIFY THE AMOUNT SHOWN ON THE DELIVERY RECEIPT.
2. MAKE CERTAIN PRODUCTS ARE THE SAME AS STATED ON THE DELIVERY RECEIPT.
3. VISUALLY CHECK CASES FOR SIGNS OF DAMAGE.
4. BEFORE SIGNING, NOTE ALL SHORTAGES OR DAMAGES ON ALL COPIES OF THE DELIVERY RECEIPT.
5. REPORT ALL DISCREPANCIES IMMEDIATELY TO THE SURPLUS DISTRIBUTION SECTION.
6. RECIPIENTS ARE LIABLE FOR ANY SHORTAGES OR DAMAGES NOT NOTED ON THE DELIVERY DOCUMENT AT THE TIME OF RECEIPT.

THANK YOU FOR YOUR ASSISTANCE

...AND JUSTICE FOR ALL

THIS FACILITY IS OPERATED IN ACCORDANCE WITH U.S. DEPARTMENT OF AGRICULTURE POLICY WHICH DOES NOT PERMIT DISCRIMINATION BECAUSE OF RACE, COLOR, SEX, AGE, DISABILITY OR NATIONAL ORIGIN. MORE INFORMATION MAY BE OBTAINED HERE OR FROM THE OFFICE OF EQUAL OPPORTUNITY, USDA, WASHINGTON, D.C. 20250

ANY PERSON WHO BELIEVES THAT HE OR SHE HAS BEEN DISCRIMINATED AGAINST IN ANY USDA-RELATED ACTIVITY SHOULD WRITE IMMEDIATELY TO THE SECRETARY OF AGRICULTURE, WASHINGTON, D.C. 20250

SECRETARY OF AGRICULTURE

PURSUANT TO TITLE VI OF CIVIL RIGHTS
ACT OF 1964, 42 USC 2000D AND 7 CFR PART 15