

**Public Schools
and
Residential Child Care Institutions
(PES/RCC)**

**FOOD DISTRIBUTION PROGRAM
HANDBOOK
2012**

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
P O BOX 659
BUTNER, NC 27509-0659**

(919) 575-4490 Fax (919) 575-4143
Food Recovery Hotline: 1-888-498-3449
TTY: 1-800-735-2962 Voice: 1-877-735-8200
An Equal Opportunity Employer

Gary W. Gay, Director

e:mail address – gary.gay@ncagr.gov – web page – <http://www.ncagr.com/fooddist/>

Steve Troxler, Commissioner

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I. INTRODUCTION

The United States Department of Agriculture's (USDA) Food Distribution Program is a multipurpose program designed to improve the nutritional quality of the diets of people who participate in the program. In addition, it supports agriculture through price support and surplus removal programs. The foods are made available to designated state distributing agencies for distribution to eligible outlets such as school food authorities. The North Carolina Department of Agriculture and Consumer Services - Food Distribution Division (NCDA&CS-FDD) is one of these distributing agencies that orders food from USDA and arranges for the receipt, storage and distribution to school food authorities.

This handbook was created to provide descriptive on-site guidance for management in accordance with federal and state requirements, while participating in the Food Distribution Program.

II. REFERENCE MATERIALS

A. *USDA Regulations and Instructions*

The Food Distribution Program is authorized by the U.S. Congress through several pieces of legislation. The primary pieces of legislation which enable the various commodities to be provided to institutions are:

- Section 6 of the National School Lunch Act, which mandates a per meal commodity assistance rate for schools participating in the National School Lunch Program (NSLP);
- Section 32 of the Agricultural Act of 1935, which authorizes the purchase and distribution of perishable commodities in order to remove surplus items and stabilize farm prices; and
- Section 416 of the Agricultural Act of 1949, which authorizes the purchase and distribution of commodities for the purpose of supporting farm prices.

Regulations are developed and issued by USDA based upon provisions contained in the enabling legislation. Copies of pertinent regulations (e.g., Code of Federal Regulations 210, 250, 252) are available upon request from the NCDA&CS-FDD.

In addition to regulations, formal instructions and policy memoranda are issued to provide more detailed guidance in dealing with specific areas of the program.

The guidance contained in this handbook incorporates requirements for program administration identified in legislation, regulations, instructions, policy memoranda and guidance material on good management practices issued by both the federal and state offices.

B. *Commodity Specifications*

FNS Instruction 716-1, Revision 1, "USDA Commodity Descriptions" contained "short" versions of the actual specifications used by the USDA to purchase foods for school food authorities. Copies of this instruction are available at the NCDA&CS-FDD upon request. Specifications identify the product characteristics in terms that are mutually understood by the purchaser (USDA) and the vendor.

Components of the specification may include:

1. Name of item
2. Quality or official grade
3. Kind, style and/or variety
4. Product composition
5. Special instructions
6. Conditions
7. Size of the product
8. Packaging and pack units

School food authorities and/or schools may be able to utilize these specifications in their procurement activities, although some products described may not be available on the commercial market to individual purchasers. The NCDA&CS-FDD will provide updates to the instruction as they are available.

The Food Distribution Division of USDA published a “Buy American” rule on July 21, 1988, implementing Section 3(h) of Public Law 100-237. The rule stipulates in 7 CFR Part 250.23 that when purchasing food products using Federal funds, recipient agencies (except those in the noncontiguous State and territories) shall, whenever possible, purchase only food products that are produced in the United States. The term “Food products produced in the United States” is defined as “An unmanufactured food product produced in the United States or a food product that is manufactured in the United States.”

Exceptions to the “Buy American” requirement are allowed when: (1) the recipients have unusual or ethnic food preferences that can only be met through purchases of products not produced in the United States; (2) products are not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality; or (3) the cost of the domestic-produced food product is significantly higher than that of the foreign product.

C. *Commodity Fact Sheets*

Commodity fact sheets are available for each commodity item; each fact sheet provides the following information about the product:

1. Ingredients
2. Pack size including the number of units per case
3. Yield per unit (number of servings)
(P.A. 1331 - Food Buying Guide for Child Nutrition Programs)
4. Usage suggestions
5. Storage guidelines

6. Nutritional composition
7. Preparation tips
8. Recipes

The NCDA&CS-FDD will provide fact sheets as new commodities become available upon request, or you can download them from our web site www.ncagr.gov/fooddist/.

D. *USDA Standardized Recipes*

The standardized recipes produced by USDA for the school nutrition programs can be referred to for ideas on utilizing commodities. These recipes are disseminated by the state Child Nutrition Program director's office.

III. ELIGIBILITY/AGREEMENTS

School food authorities are eligible to participate in the food distribution program if certain criteria are met. Those school food authorities that are eligible to participate are listed below:

“School” - an educational unit of high school grade or under operating under public or non-public 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.

Refer to (Exhibit 1) for an example of the application/agreement for food distribution program participation.

IV. AVAILABLE COMMODITIES

Schools are eligible for a certain dollar level of commodity assistance based on the number of lunches served during the year (July 1 through June 30) times the mandated rate of assistance. Commodities that are offered to school food authorities against the dollar amount of their Commodity Assessment Survey are considered entitlement foods. Other foods may be offered to school food authorities for which there is no charge to the school food authority's entitlement. All foods are offered or made available on a use without waste basis, and should be used within six months of receipt.

Some “Group A” items are occasionally offered as a limited bonus. Grain, oils, and dairy foods are “Group B”, although some of these foods (mainly dairy products) may be classified in the bonus category.

The commodities that USDA purchases may vary from time to time, depending on what food products are available. Because of the nutritional needs of participants in programs such as child nutrition, USDA purchases and makes available these types of commodities.

Commodities generally available for the National School Lunch Program (NSLP) include frozen and canned meat and poultry; canned, fresh, and frozen fruits; vegetables and juices; dairy products; cereals and grains; vegetable oil and shortening; and peanut products.

USDA has been increasing the types of commodities available for distribution.

All of the commodities that USDA purchases must be certified by the USDA's inspection services to assure they meet established specifications. Specifications for the quality of the commodities purchased are constantly updated. Recently, revised specifications have reduced the fat, sugar and salt contents of foods purchased. Updated specifications also improve the cooking quality of the commodities purchased.

V. ALLOCATIONS AND ORDERING

Commodities are ordered online through the NC Electronic Commodity Ordering System (NC ECOS).

A. *Determination of Dollar Levels*

Each year USDA provides the NCDA&CS-FDD a dollar level of entitlement. This entitlement is determined by multiplying the number of reimbursable lunches served by the commodity assistance rate.

The per lunch entitlement is provided by Federal legislation. The computation for each school food authority is based upon the number of lunches served by each said agency. The number of lunches data is provided to food distribution by the North Carolina Department of public Instruction, Child Nutrition Section.

NOTE: Breakfast data is not included in this computation; however, commodities may be used for this meal.

B. *Making Foods Available*

Commodities are purchased by USDA based on a number of factors such as: market conditions, the amount, types, and cost of foods available. Several activities occur at the state and local levels in the allocation process. These activities are discussed below:

1. Acceptability Report

NCDA&CS-FDD will survey schools on new products to get their input on preferences.

2. Inventory Reports

School food authorities are to document physical inventory on all foods monthly and keep on file for five (5) years.

C. *Ordering Commodities*

1. NC ECOS Ordning

NCDA&CS-FDD notifies school food authorities of due dates to enter commodity food orders into NC ECOS. As bonus items become available throughout the year, schools are notified by "NC ECOS Alerts" informing them to go into NC ECOS for the latest offerings.

2. No Charge Foods (*BONUS*)

Foods that are declared "Bonus", will be offered to all recipient agencies. Agencies are notify by NC ECOS Alert e-mails from Division Director.

3. **Right to Refuse**

If the school food authority does not wish to receive the commodity allocated, the school food authority may exercise their right to refuse. Please notify your respective warehouse immediately if you wish to refuse any commodity.

VI. **RECEIVING COMMODITIES**

All commodities are delivered to school food authorities from two (2) State-owned warehouses. The State warehouses receive all shipments into these facilities, stores and delivers these commodities with no charge to school food authorities. However, it is permissible if a school system chooses to pick up their allocations from the State warehouses. (Exhibit 3)

General guidelines apply to school food authorities receiving commodities:

- A. NCDA&CS-FDD will allocate commodities to the school food authority, generate an invoice (in triplicate) reflecting the commodity, pack-size, storage code, dollar value and time/date of delivery. A copy of the invoice will be faxed, e-mailed or mailed to the recipient agency at least seven (7) days prior to the delivery date. (Recipient agencies will be notified by telephone or faxed when the need to deliver products does not allow invoices to be mailed seven (7) days in advance of delivery). The remaining two (2) copies of the invoice accompany the delivery.
- B. When delivery is made, it is the responsibility of the receiving agency to unload products, verifying that the number of cases and pack-size matches the invoice, and inspect to insure the products are free from damage and in good condition. The receiving agency representative must sign for the products received and note any damaged or missing products on the invoice. The NCDA&CS-FDD driver will return the original signed copy to the warehouse. Damaged or refused foods should be returned on the truck to the warehouse with proper documentation noted on the driver's invoice. The receiving agency's invoice should match the driver's invoice. (Note: School food authorities will be charged for commodities as reflected on the driver's invoice when returned to the warehouse).

VII. **STORAGE**

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

A. ***Storage Conditions***

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

1. **Temperatures**

- a. To maintain quality, food must be stored at proper temperature. Storage food authorities should refer to the commodity fact sheets for each commodity and/or NCDA&CS-FDD delivery invoice notice. (Exhibit 4)
- b. Temperatures in freezers, dry storage, and refrigerators/coolers should be checked and recorded on a daily basis and checked when known or potential power losses have occurred. (Exhibit 4) Recommended temperature:

Freezer:	-10°F to 0°F
Cooler:	35°F to 45°F
Dry Storage:	50°F to 70°F

2. **Air Circulation**

- a. Air circulation is important for frozen, chilled and dry storage.
- b. Commodities should be stacked on pallets or shelves with at least four inches wall and floor clearance and two feet ceiling clearance. Blowers should not be blocked by commodities.

B. Storage Practices

Storage practices are those daily activities which maintain the commodities and storage area in good condition.

1. **First In, First Out (FIFO)**

Commodities should be marked with receipt dates (MM/YY) and stacked so that the foods with the oldest pack dates are in front and are used first. USDA commodities may have the pack date or contract number on the case. **NOTE:** If food is taken out of the cases, it is recommended the can/containers be marked with the pack date and/or receipt date if pack dates unavailable.

2. **Stacking**

- a. Stacks should not be so high as to cause bursting or crushing of the bottom layers.
- b. All commodities should be cross-stacked to keep the stack solid.
- c. Commodities should not be stacked near sources of steam or heat.

3. **Protection of Food in Storage**

- a. Foods should be checked regularly for signs of deterioration.
- b. Inspections should be made regularly for torn sacks and broken cartons.
If food is contained in torn sacks or broken cartons, but is in good condition, it should be repacked; otherwise, it should be properly destroyed. (See Section IX Food Losses).
- c. Storage areas and freezers/coolers should be maintained in a clean and orderly manner.
- d. Monthly extermination treatments are recommended, however, more often if necessary.
- e. Food should be stored away from pesticides, cleaning supplies and paper products.
- f. Foods should be stored so that they are secure from theft.
- g. Refer to storage guide codes listed on delivery notice (Exhibit 3) or Facts about USDA Commodities (FNS-251).

VIII. FOOD TRANSFERS

If a School Authority has commodities on hand that are in excess of a six month's supply or if they are not being utilized, then they may transfer these commodities to another eligible agency.

IX. FOOD LOSSES

Occasionally, school food authorities will experience losses of USDA donated foods which were received in good condition. Generally, such losses will be due to inventory adjustments or due to theft, damage, infestation or spoilage. Foods which go out of condition (damage, swollen cans and spoilage) frequently create sanitation problems. The NCDA&CS-FDD should be contacted immediately in such situations for guidance in dealing with the matter since inspection of the food by health authorities or representatives of the NCDA&CS-FDD, or USDA may be necessary. Losses of food, both purchased and USDA commodities are expensive, and care should be taken to prevent them. When losses occur, it is the responsibility of the school food authority to demonstrate that reasonable efforts were made to safeguard foods.

Disposal of Out-of-Condition Foods

1. Labels from cartons should be obliterated so that innocent people will not eat contaminated food.
2. Food should be adulterated so that it is no longer edible. For example, bleach should be poured on the food.
3. Food can also be taken to a landfill and buried or burned. The school food authority must witness disposition of foods and obtain a receipt from the landfill operator.

X. ACCOUNTABILITY AND UTILIZATION RECORDS

Food Accountability

It is no longer a requirement to identify the USDA commodities on a daily production record *or* to maintain a perpetual inventory.

1. USDA commodities may be co-mingled with purchased foods. It is no longer a requirement to store USDA commodities separately.
2. A monthly, physical inventory of all food (including USDA commodities and purchased products) in inventory is still required.
3. A June 30th year-end inventory is no longer required.

Good inventory management procedures are necessary for the Food Distribution Program, just as they are for managing purchased foods. Inventory management is closely related to menu planning, ordering of foods, preventing excess inventory levels and detecting spoilage or other losses.

XI. PROCESSING

A processing agreement is a written document which authorizes a commercial food processor to convert USDA donated foods into more convenient forms. Such agreements assist school food authorities in maximizing donated foods, thereby contributing to the overall efficiency and effectiveness of their food service programs.

The concept of processing is that donated foods would be provided to a processor. The processor would produce approved end-products. The school food authority would obtain these processed products at a price reduced by the full value of the donated foods.

Federal regulations permit school food authorities to enter into agreements with commercial companies to process any of the donated foods available. While any school food authority may have its own agreement, such documents **must** conform to all Federal and State requirements and **must** be approved by the state distribution agency prior to providing any donated foods to the processor.

A. *Value Pass-Through Systems*

There are three basic systems used to ensure school food authorities are provided the full value of donated foods contained in approved end-products. These systems are known as *refund*, *discount*, and *fee-for-service*. The refund and discount systems are generally used for Group B foods, whereas, fee-for-service is used for Group A foods.

A brief explanation of each system follows:

Refund - The school food authority purchases an approved end-product directly from the processor or from a distributor at the full (gross) agreed-upon price. The school food authority then applies for a refund for the value of donated food contained in the end-product as identified in the processing agreements. *Refund applications must be submitted within 30 days from date of purchase for state distribution agency processing agreements.* Date of purchase is considered to be the last day of the month in which purchase/delivery occurred.

Processors are required to make refunds promptly upon receipt of application. Funds received by school food authorities from the processors must be deposited in the school food service account. The cost of purchased food previously recorded should be reduced accordingly.

Discount - The school food authority purchases an approved end-product directly from the processor or 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 billing procedure may be handled in two ways. First, the invoice would show the full price, the reduction for the value of donated food(s) and the net price.

Under the other procedure, the invoice would show only the net price provided a bid or other written document is on file which clearly indicates that the net price shown reflects that the proper value of donated food was used to reduce the full price.

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 are usually produced using USDA graders and/or inspectors who, as a minimum, certify that there was no diversion or substitution of the donated foods.

The school food authority shall not pay a fee for service in excess of the maximum identified in the processing agreement.

B. *End-Products Available*

The state distribution agency will provide to the school food authority at the beginning of the school year any relevant information concerning processing agreements approved by both the state distribution agency and USDA. The information will, at a minimum, include:

1. Name of processors
2. Description of the approved end-products and any identification codes.
3. Donated food(s) used in each end-product.
4. Refund or discount per case for each donated food or, where appropriate, the fee for service.

C. *Value of Donated Food*

The value of donated food contained in a case of end-product is determined by multiplying the quantity of each donated food by the established price per pound. This per-case amount is identified in the processing agreement on the end-product data schedule (EPDS) for each approved item and provided to school food authorities on the approved NCDA&CS-FDD/USDA approved process listing.

D. *Procurement Standards*

When purchasing foods for use in food service programs, the school food authority must comply with Federal, State and local procurement standards. The primary purpose of these standards is to assure that open and free competition exists to the maximum extent possible. When the state distribution agency or USDA enters into an agreement with a company to process donated food(s), this does not remove responsibility of the school food authority to comply with the procurement standards. The processing agreement permits the company to receive donated foods to process into end-product, but it does not establish the price which the school food authority pays. The procurement procedures used by the school food authority should establish the price to be paid by the school food authority for all foods, including those end-products containing donated foods. The school food authority, as purchaser, has the responsibility to evaluate prices received and to determine the successful bidder.

Prices for approved end-products containing donated foods which will be purchased under the refund or discount systems should clearly state the full price (without donated foods), the value of donated foods, and the net price.

As part of the procurement activity, the school food authority should ensure that acquisition of an end-product containing donated food is cost-effective. Determining cost effectiveness is a simple process but extremely important in demonstrating good management, and ensuring maximum benefits are obtained from the resources expended.

To determine if purchasing a particular end-product containing donated foods is cost-effective, the school food authority should perform the following steps:

1. The value of donated food contained in the end-product should be added to the cash (net) price to

arrive at the **total cost** of the item.

2. Gross (without value of donated food) prices for the same and comparable products being sold in the area should be obtained. (**NOTE:** Delivery charges and all other costs should be included.) Consideration should also be given to including the school food authority's cost to produce the same item, if the school food authority actually has the capability for such production.
3. The total cost of the item being considered should be compared with the cost data obtained.
4. If the cost of the item (including the value of donated food) being considered is approximately the same as others, then it could be considered cost-effective. However, if the total cost (including the value of donated food) of the item being considered is significantly higher, then it is not cost-effective.

E. *Child Nutrition Labels*

The state distribution agency is requiring processors to obtain a child nutrition label for each end-product containing meat, poultry, fish or meat alternative such as cheese.

The child nutrition label must be affixed to each case of end-product. It is the responsibility of the school food authority to notify the state distribution agency before accepting any end-products containing meat, poultry, fish or meat alternate that do not have the child nutrition label affixed to the case.

For identification purposes, each end-product approved by the state distribution agency that requires a child nutrition label will have a number on it. This code will be shown on the list sent to the school food authority by; the state distribution agency. Either the child nutrition label number or the product identification code must be shown on the refund applications submitted by the school food authority.

XII. TRAINING

School food authorities should have a 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 to ensure that commodities are handled and utilized properly. The NCDA&CS-FDD field staff is available to conduct training upon request.

XIII. MONITORING

The NCDA&CS-FDD will review all program areas such as record keeping, inventory management, storage procedures and practices and utilization of donated foods and food processing. Civil rights compliance and complaint procedures will be included in the review process (See Exhibit 6). Representatives of USDA may also review and/or audit your program.

XIV. CIVIL RIGHTS COMPLAINTS

All written or verbal complaints alleging discrimination on the basis of race, color, national origin, age, sex, or disability shall be processed within 90 days upon receipt in the manner prescribed by this instruction.

A. **Procedure for Filing Complaints of Discrimination**

1. **Right To File a Complaint:** Any person alleging discrimination on the basis of race, color, national origin, age, sex, or disability has a right to file a complaint within 180 days of the alleged discriminatory action. Under special circumstances, this time limit may be extended by the Office of Minority Affairs (OMA).
2. **Acceptance:** Distributing agencies and recipient agencies shall accept all complaints, written or verbal, and shall forward such complaints to NCDA&CS-FDD with a copy to the Food Nutrition Service Regional Office (FNSRO). It is necessary that the information be sufficient to determine the identity of the agency or individual toward which the complaint is directed, and to indicate the substance and details of a violation. Only the Director, OMA, can reject a complaint on the basis of lack of merit. Anonymous complaints shall be handled just as any other complaint.
3. **Verbal Complaints:** In the event a complainant makes the allegation verbally or through a telephone conversation and refuses or is not inclined to place such allegation in writing, the person to whom the allegation is made shall write up the elements of the complaint for the complainant. Every effort should be made to have the complainant provide the following information:
 - a. Name, address, and telephone number or other means of contacting the complainant.
 - b. The specific location and name of the entity delivering the service or benefit.
 - c. The nature of the incident or action that led the complainant to feel discrimination was a factor.
 - d. The basis on which the complainant feels discrimination exists (race, color, national origin, age, sex, or disability).
 - e. The names, titles, and business addresses of persons who may have knowledge of the discriminatory action.
 - f. The date(s) during which the alleged discriminatory action occurred, or if continuing, the duration of such action.

B. **Preliminary Inquiry or Investigation:**

1. **Preliminary Inquiry:** Inquiries requested by OMA shall be performed by the FNSRO within thirty (30) days of the OMA request. Upon completion, a written report shall be forwarded to the Civil Rights (CR) Division for transmittal to OMA. This report shall state the finding of the inquiry with relation to the specific allegation(s) of the complaint and shall include a summary of all interviews and file examinations. If no findings of discrimination were substantiated, NCDA&CS-FDD will prepare a letter to the Director, OMA, through CR Division recommending closure and a closing letter to the complainant to be signed by the Director, OMA.
2. **Investigation:** Investigations of complaints of discrimination based on race, color, national origin, age, sex, or disability will be conducted by the OMA. The OMA will forward a copy of the investigation report to the Director, CR Division, who will review and analyze the investigation report to determine whether the report provides evidence of discrimination or civil rights non-compliance as alleged by the complainant. Within ten (10) days of the receipt of the report, CR Division will, with the concurrence of the Director, FD Division, submit the analysis and recommended actions(s) to OMA for approval. The Director, OMA, will

either recommend that no corrective action be taken pursuant to the allegations or approve corrective action.

3. **Closing Letter to Complainant:** If it is determined by the Director, NCDA&CS-FDD, after a Preliminary inquiry or the Director, CR Division, after an investigation, that the complainant's allegations are not substantiated, a proposed closing letter to the complainant will be provided by NCDA&CS-FDD or CR Division for the signature of the Director, OMA. The proposed letter shall contain the following:
 - a. A brief description of the allegation(s).
 - b. The scope of the inquiry or investigation conducted.
 - c. Facts and information from the inquiry or investigation report refuting each allegation.
 - d. Closing statement summarizing the basis on which the determination was made.
4. **Closure of Complaint File:** The OMA is responsible for closure of all Title VI complaint files. Once copies of enclosure letters are received by the NCDA&CS-FDD, they shall be forwarded to the appropriate FNSRO.

XV. STATE FOOD DISTRIBUTION ADVISORY COUNCIL/COMMODITY ACCEPTABILITY SURVEY

Council members are appointed by the FDD Director for three-year staggered terms and must represent a variety of schools and administrative levels. The Food Distribution Program director is a member of the committee, but is a non-voting member.

Activities of the council are vital links in the State Information network. Recommendations by the council have often resulted in documented program improvements. It is important for school food authorities to maintain a close working relationship with the council in order to transfer information and suggestions.

XVI. THE SCHOOL ROLE IN A DISASTER

Hurricanes, tornadoes, floods, chemical spills, and other disasters may generate a need for congregate (mass) feeding. Irrespective of the type of disaster, the response from USDA, States, and school food authorities will remain the same. (Exhibit 7)

Any food donated by USDA to school food authorities can be used in disaster feeding. Recognizing the emergency and the need to feed people, school food authorities and other outlets having USDA donated commodities must cooperate fully and make these foods available to groups involved in disaster feeding activities.

The American Red Cross is the primary disaster organization, but USDA, directly and through school food authorities, will provide foods to any recognized agency equipped to serve disaster victims. The Salvation Army, many religious denominations, civic organizations, unions and others are able to provide food preparation for congregate service.

USDA has no foods specifically designated for disaster feeding and must depend on foods in State warehouses, commercial distributors and/or warehouses, and at the school food authority. USDA foods are not always

available in quantity to fill all needs, but they do provide a good supplement to those provided by the disaster agency.

A specific school may be designated as a shelter. There are many considerations that enter into this selection including size, available facilities, safety factors, protection from storm surge and others.

In most cases, the Red Cross or other disaster organizations will provide a trained shelter manager and personnel to operate the kitchen and food service facility. If school food service personnel help in the feeding operation, funds are usually available from local, State, Federal and disaster organizations to reimburse their wages.

Accurate records must be kept by the school food authority of all foods provided or used for disaster feeding purposes. Signed receipts should be obtained for all foods transferred to disaster feeding organizations. The school food authority will be asked to provide verbal information on foods used/transferred and numbers of people fed, (if it is doing the feeding) on an immediate basis. As soon as the disaster is over, the school food authority is to send final and total information to the NCDA&CS-FDD. Prompt reporting will allow USDA to replace the foods provided or used with the same or other desirable foods.

In disaster situations, NCDA&CS-FDD are authorized to release any foods in schools, other recipient agencies, or other storage locations (for congregate feeding activities). NCDA&CS-FDD may release these items without prior approval from USDA.

Any other use of USDA commodities for disaster feeding must have prior approval from USDA.

XVII. FOOD ALERTS

In spite of quality controls and inspections, products which may be suspected to cause a potential health hazard sometimes find their way into the marketplace. Full cooperation is necessary at all levels (Federal, State, and Local) to identify and hold suspected products. As soon as the USDA Regional Office is notified of a food alert, NCDA&CS-FDD representatives will contact each school food authority with details and instructions.

When the food alert is over, the Food Distribution Division will contact the school food authority as to the proper steps to be taken with commodities.

XVIII. FOOD COMPLAINTS

In the food business, every company will occasionally have complaints regarding their products. This is also true with USDA commodities. If a school food authority experiences problems with commodities such as a packaging problem (rusty cans, bags not sealed properly), foreign objects in the food, poor quality/texture of food, then NCDA&CS-FDD should be contacted immediately. Before the NCDA&CS-FDD is contacted, the school food authority should gather all available information concerning the problem such as: name of the commodity, nature of the complaint, number of cases/bags, pack date, contract number, total number cases in inventory, packer's name, and NCDA&CS-FDD invoice number. The food in question should be placed on hold until it can be inspected and/or a decision made as to what action is to be taken.

Depending upon the circumstances, and quantities involved every effort will be made to replace the food or provide payment for the commodity.

XIX. COMMERCIAL LABELING

USDA commodities, at the discretion of the vendor, *may have a commercial label*. This means USDA

commodities are no longer distinguishable and easily recognizable from purchased products.

XX. SUMMARY OF COMMERCIAL LABEL REQUIREMENTS / INFORMATION

- A. A commodity loss will be treated as a purchased food loss.
- B. Commodities can be used in disaster feeding. The number of meals served and the dollar value of foods used in the shelter that are like commodity items must be reported to NCDA&CS-FDD (Butner Office).
- C. It is no longer a requirement to record USDA commodities on a daily production record.
- D. A single audit concerning usage of USDA commodities is no longer required.
- E. A June 30th year-end inventory is no longer required.
- F. Agencies that use a commercial warehouse can co-mingle USDA commodities with purchased foods.
- G. NCDA&CS-FDD Field Representatives will continue to review schools. If a school system is co-mingling USDA commodities with purchased foods, USDA commodities will not be tracked in your system. In cases where field representatives find commodities that are out-of date, or if the product's shelf life has expired, it will be recommended that those foods be disposed of properly. A letter of corrective action will be required (addressed to the Butner Office), explaining the situation and what measures will be taken to solve the problem and prevent it from occurring again.
- H. NCDA&CS-FDD highly recommends that schools write the *received date* on all USDA commodities to help with first in, first out.
- J. A monthly, physical inventory will still be required for all foods (USDA commodities and purchased food).

EXHIBITS

Exhibit 1	Agreement Covering USDA Donated Commodities (Permanent)
Exhibit 2	209
Exhibit 3	NCDA&CS FDD Invoice
Exhibit 4	Food Storage Temperature Chart
Exhibit 5	Record of Transfer
Exhibit 6	Administrative Review Report
Exhibit 7	American Red Cross Sample Agreement for use of USDA Donated foods
Exhibit 8	Complaint form for reporting complaints on USDA Donated foods

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
PO Box 659
Butner, NC 27509-0659**

**AGREEMENT COVERING USDA DONATED COMMODITIES
PERMANENT**

The _____ (hereinafter referred to as the Recipient Agency) in consideration of approval by the North Carolina Department of Agriculture and Consumer Services-Food Distribution Division (hereinafter referred to as NCDA&CS-FDD) of its application for commodities donated by the United States Department of Agriculture (hereinafter referred to as USDA) covenants and agrees to the terms and conditions herein set forth.

The Recipient Agency is sponsoring a nonprofit school lunch program serving lunches to students of high school grade and under.

The Recipient Agency being the authority having supervision and control over the operation of this recipient group will supervise the storage, handling, and use of all USDA donated commodities received in such a manner as will insure compliance with the following terms and conditions of this agreement:

TERMS AND CONDITIONS

- 1. Quantities Requested:** Commodities will be requested and accepted only in such quantities as can be properly stored and fully utilized.
- 2. Allocations:** The NCDA&CS-FDD will notify the Recipient Agency of the availability of any commodities and will specify any special terms and conditions of donation that are attached to a particular commodity in addition to the general terms and conditions set forth herein. The Recipient Agency agrees to abide by such additional terms and conditions as are specified. Commodities will be delivered in accordance with the requested schedules wherever possible. However, the NCDA&CS-FDD shall not be held responsible for delays or nondelivery of any commodity regardless of cause.
- 3. Use of Commodities:** Commodities will be used solely for the benefit of those persons served or assisted by the Recipient Agency and will under no circumstances be sold, exchanged, traded, used for the payment of services, or otherwise disposed of without prior written approval of the NCDA&CS-FDD. Transfer of commodities will be effected only upon instructions of the NCDA&CS-FDD excepting for the transfer of commodities between schools under the supervision of this Recipient Agency.

Home Economics Departments in schools receiving Section 32 and Section 416 Commodities may use such foods in training students in home economics.
- 4. Distributions:** Commodities shall be distributed only to approved schools. The Recipient Agency shall limit the distribution of Section 6a commodities to those schools participating in the National School Lunch Program. The amount of commodities distributed to each school in the unit shall be determined by the Recipient Agency.
- 5. Availability for Demonstration and Test Purposes:** The Recipient Agency shall request written approval from the NCDA&CS-FDD before using a quantity of any USDA donated commodity in conducting an experiment, test, or workshop demonstration, or for transfer to a bona fide experimental or testing agency for such usages.

6. Redonation: When a Recipient Agency has commodities on hand which it cannot effectively utilize within the specified period of use, it shall immediately notify the NCDA&CS-FDD, which will issue instructions for disposition of commodities. The Recipient Agency agrees to release any or all commodities to NCDA&CS-FDD in case of a state of emergency of any kind declared by the Governor of North Carolina, or Federal Authorities.

7. Improper Distribution or Loss of or Damage to Commodities: If the Recipient Agency improperly distributes or uses any commodities or causes loss of or damage to a commodity through its failure to provide proper storage, care, or handling, it shall pay to the NCDA&CS-FDD a sum equal to the value of any commodities lost. At its option, the NCDA&CS-FDD may permit the Recipient Agency to replace the commodities. Upon the happening of any event creating a claim in favor of the Recipient Agency against a warehouseman, carrier, or other person, for the loss of or damage to a commodity, the Recipient Agency shall take all action necessary to obtain restitution. All amounts collected by such action shall be used to purchase similar foods. Subdistributing agencies and recipient agencies have and preserve a right to assert claims against other persons to whom the donated foods are delivered for care, handling or distribution, and subdistributing agencies and recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.

8. Disposition of Damaged or Out of Condition Commodities: If commodities are found to be damaged or out of condition, or unusable for other reasons, the Recipient Agency shall submit a complete report to the NCDA&CS-FDD covering the conditions relative to such commodities and shall dispose of such commodities in accordance with instructions received from the NCDA&CS-FDD.

9. Processing and Labeling of Commodities: The Recipient Agency may employ commercial or institutional facilities approved by NCDA&CS-FDD, to process commodities, converting them into different end products or by repackaging them.

10. Use of Funds Accruing in Operation of the Program: Funds accruing from the sale of containers, salvage commodities, distribution charges, or recoveries from loss or damage claims shall be used only for the payment of expenses of the Commodity Distribution Program including transportation, storage, and handling of commodities, and other administrative expenses. If excess funds accumulate, such funds shall be used to purchase additional food or shall be paid to the NCDA&CS-FDD. A separate account will be maintained showing all receipts and disbursements from such funds and a complete accounting will be made to NCDA&CS-FDD annually.

11. Personnel: The Recipient Agency shall provide adequate personnel including supervisory personnel to review program operations in schools and to distribute the commodities in accordance with terms and conditions of this agreement. Facilities shall be provided by the Recipient Agency for properly handling, storing, and distribution commodities so as to safeguard against the theft, spoilage, and other loss.

12. Receipt of Commodities: The Recipient Agency shall be responsible for adequate personnel to off-load commodity deliveries from NCDA&CS-FDD trucks. The local agency will also be responsible for the return of NCDA&CS-FDD pallets to their respective warehouses.

13. Commercial Distributors: If the Recipient Agency employs a commercial distributor to store and/or distribute its USDA commodities, there must be a written contract between the two parties. The NCDA&CS-FDD will furnish instructions and requirements of this contract upon request.

14. Employment of Food Service Companies: The Recipient Agency agrees not to employ the services of a Food Service Company unless the contract with such a company is approved by the NCDA&CS-FDD. The NCDA&CS-FDD will furnish instructions and minimum contract requirements upon request of the Recipient Agency.

15. Records and Reports: Accurate records will be maintained for a period of not less than three (3) years following the close of the fiscal year to which they pertain. These records shall contain information pertaining to all transactions relating to the receipt, disposal, and use of commodities and with respect to receipts and disbursement of funds arising from the operation of the Distribution program. The Recipient Agency shall submit such receipts, inventory reports, and other reports covering distribution operations at such time and in such form as may be required by the NCDA&CS-FDD.

16. Right of Inspection and Audit: Representatives of USDA or the NCDA&CS-FDD may inspect commodities in storage or the facilities used in the handling or storage of such commodities and may inspect and audit all records including financial records and reports pertaining to the distribution of commodities and may review or audit the procedures and methods used in carrying out the requirements of this part at any reasonable time and place.

All parties to this agreement shall adhere to the attachment and audit requirements as set forth in the Office of Management and Budget Circular A-133 for State, Local and Tribal Governments. State and Local Institutions of higher education or hospitals shall adhere to requirements as covered in Circular A-110. Further requirements impose upon NCDA&CS-FDD to request and receive a copy of the audit. This copy is due in the NCDA&CS-FDD office no later than thirty days after receipt from the auditors. The Recipient Agency specifically agrees to comply with the audit requirements set forth in Circular A-133 or Circular A-110.

17. Nondiscrimination: 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 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, the 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 distributing agency or, where applicable, 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 behalf of the program applicant.

18. Termination or Cancellation: Either agency may terminate this agreement by giving thirty (30) days notice in writing to the other party. If the Recipient Agency fails to comply with the following provisions of this agreement or to return any reports or inventories or procedures issued in connection with or any agreement entered on pursuant hereto, the NCDA&CS-FDD may at its discretion, disqualify the Recipient Agency from further participation in any Distribution Program. The NCDA&CS-FDD may cancel this agreement immediately upon receipt of evidence that the terms and conditions hereof have not been fully complied with by the Recipient Agency, except that any termination of this agreement for noncompliance 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 the agreement, the Recipient Agency agrees to comply with the instructions of the NCDA&CS-FDD, either (a) to make distribution of remaining inventories of USDA commodities in accordance with provision of this agreement, or (b) to return such inventories to the NCDA&CS-FDD and to transmit such records and reports as are required by the NCDA&CS-FDD to record final disposition of such inventories.

The afore-mentioned terms and conditions agreed to for this agency.

(Board of Education or Other Sponsor)

(PO Box or Street No.)

(Signature or Authorized Representative)

(City)

(Zip)

(Type or Print Here the Above Signature)

(Title)

(Name of Administrative Unit)

(Code No.)

(PO Box or Street No.)

(Date)

_____ (City) _____ (Zip) _____ (County) _____ (Telephone)
 - _____ (Extension Number)

_____ (Fax)

_____ (E-mail Address)

FOR STATE USE ONLY

Approved and certified for the period beginning _____ And continuing until terminated.
(Date)

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION
Butner, North Carolina**

(Signature of Director, Food Distribution Division)

(Date)

**North Carolina Department of Agriculture
Food Distribution Division
USDA Foods Allocated and Received**

7/1/2010 - 6/30/2011

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LUMBERTON, NC 28359

USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Estimated Quantity Planned	Ship Date
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	30,000	1,800.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	40,000	2,400.00		06/21/2010
Potatoes Bulk For Process Frz	A232B	Cavendish Farms	10,000	600.00		06/21/2010
Potatoes, Ovens Fry	A210	71011		0.00		08/09/2010
Apple Slices	A345	71011		0.00		08/09/2010
Strawberries Slices Frz	A380	71011		0.00		08/09/2010
Mixed Fruit	A470B	71011		0.00		08/09/2010
Chicken Cutup Frz	A515	71011		0.00		08/09/2010
Tomato Salsa	A237	71556	75	964.50		09/09/2010
Apple Slices	A345	71556	110	2,038.30		09/09/2010
Applesauce 10	A350	71556	100	1,278.00		09/09/2010
Peaches Cling Slc	A408	71556	100	1,754.00		09/09/2010
Mixed Fruit	A470B	71556	100	1,933.00		09/09/2010
Cheese Process Yel Slc	B065	71556	100	4,928.00		09/09/2010
Cheese Process Yel Slc	B065	71737	100	5,493.00		09/13/2010
Potatoes, Ovens Fry	A210	71812	225	2,868.75		09/15/2010
Strawberries Slices Frz	A380	71812	100	2,425.00		09/15/2010
Peach Frstn Diced Frz Cup	A416	71812	100	2,369.00		09/15/2010
Chicken Cutup Frz	A515	71812	100	3,532.00		09/15/2010
Beef Fine Ground FRZ	A608	71812	150	10,974.00		09/15/2010
Tomato Paste	A252	72065	100	2,512.00		09/27/2010
Apple Slices	A345	72065	75	1,389.75		09/27/2010
Peaches Cling Slc	A408	72065	44	771.76		09/27/2010
Mixed Fruit	A470B	72065	50	966.50		09/27/2010
Potatoes, Ovens Fry	A210	72306	75	956.25		10/14/2010
Chix Fajita Strips	A563	72306	120	5,992.80		10/14/2010
Eggs Whole Frz	A568	72306	150	2,965.50		10/14/2010
Pork Ham WaterAd Frz	A693	72306	200	13,144.00		10/14/2010
Beef Fine Ground FRZ	A608	72477	90	6,584.40		10/14/2010
Potatoes Round Frz	A204	72503	300	3,906.00		10/20/2010
Peach Frstn Diced Frz Cup	A416	72503	100	2,369.00		10/20/2010
Chicken Diced	A517	72503	75	7,101.00		10/20/2010
Eggs Whole Frz	A568	72503	150	2,965.50		10/20/2010
Beef Fine Ground FRZ	A608	72503	160	11,299.20		10/20/2010

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USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date
Potatoes Round Frz	A204	72813	300	3,906.00		11/05/2010
Chicken Cutup Frz	A515	72813	250	8,857.50		11/05/2010
Chicken Diced	A517	72813	75	7,062.00		11/05/2010
Chix Fajita Strips	A563	72813	120	7,028.40		11/05/2010
Beef SPP Patty FRZ	A616	72813	100	6,659.00		11/05/2010
Apple Slices	A345	72964	90	1,668.60		11/10/2010
Applesauce 10	A350	72964	150	1,917.00		11/10/2010
Mixed Fruit	A470	72964	112	1,990.24		11/10/2010
Cheese Process Yel Slc	B065	72964	100	5,527.00		11/10/2010
Flour AP Enrch Blch - repl by 100400	B183	72964	150	1,339.50		11/10/2010
Flour Whole Wheat Bag repl by 100410	B351	72964	150	1,486.50		11/10/2010
Rice US#1 Long Grain Parboiled	B507	72964	100	776.00		11/10/2010
Strawberries Slices Frz	A380	73222	100	2,425.00		11/19/2010
Chicken Cutup Frz	A515	73222	150	5,298.00		11/19/2010
Beef SPP Patty FRZ	A616	73222	200	13,318.00		11/19/2010
Pears, Diced	A434	73506	147	3,250.17		12/01/2010
Mixed Fruit	A470	73506	38	675.26		12/01/2010
Flour AP Enrch Blch - repl by 100400	B183	73506	107	955.51		12/01/2010
Flour Whole Wheat Bag repl by 100410	B351	73506	150	1,486.50		12/01/2010
Rice US#1 Long Grain Parboiled	B507	73506	200	1,552.00		12/01/2010
Potatoes, Ovens Fry	A210	73903	300	3,825.00		12/14/2010
Strawberries Slices Frz	A380	73903	99	2,400.75		12/14/2010
Chicken Cutup Frz	A515	73903	250	8,380.00		12/14/2010
Pork Roast Leg Frz	A672	73903	200	11,206.00		12/14/2010
Potatoes Round Frz	A204	74066	150	2,091.00		01/04/2011
Potatoes, Ovens Fry	A210	74066	75	918.75		01/04/2011
Peach Frstn Diced Frz Cup	A416	74066	100	2,316.00		01/04/2011
Eggs Whole Frz	A568	74066	150	2,743.50		01/04/2011
Pork Roast Leg Frz	A672	74066	200	11,208.00		01/04/2011
Applesauce 10	A350	74261	250	3,195.00		01/06/2011
Peaches Cling Slc	A408	74261	150	2,628.00		01/06/2011
Pears, Diced	A434	74261	150	3,316.50		01/06/2011
Flour Whole Wheat Bag repl by 100410	B351	74261	150	1,486.50		01/06/2011
Rice US#1 Long Grain Parboiled	B507	74261	100	776.00		01/06/2011
Tomato Paste	A252	74447	50	1,256.00		01/13/2011
Applesauce 10	A350	74447	100	1,278.00		01/13/2011
Peaches Cling Slc	A408	74447	106	1,857.12		01/13/2011
Cheese Ched Yel Shred Bag 6/5lb	B031	74447	200	10,262.00		01/13/2011
Tomato Paste	A252	74851	150	3,624.00		02/02/2011
Apple Slices	A345	74851	125	2,262.50		02/02/2011
Applesauce 10	A350	74851	150	1,917.00		02/02/2011
Cheese Ched Yel Shred Bag 6/5lb	B031	74851	100	5,131.00		02/02/2011
Flour AP Enrch Blch - repl by 100400	B183	74851	150	1,555.50		02/02/2011
Flour Whole Wheat Bag repl by 100410	B351	74851	150	1,551.00		02/02/2011
Potatoes Round Frz	A204	74944	145	2,021.30		02/09/2011
Potatoes, Ovens Fry	A210	74944	225	2,756.25		02/09/2011
Strawberries Slices Frz	A380	74944	101	2,241.19		02/09/2011
Peach Frstn Diced Frz Cup	A416	74944	100	2,317.00		02/09/2011
Beef Fine Ground FRZ	A608	74944	225	15,889.50		02/09/2011
Tomato Salsa	A237	75310	50	828.50		02/16/2011
Apple Slices	A345	75310	125	2,317.50		02/16/2011
Applesauce 10	A350	75310	250	3,315.00		02/16/2011

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USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date
Peaches Cling Slc	A408	75310	150	2,482.50		02/16/2011
Flour AP Enrch Blch - repl by 100400	B183	75310	43	383.99		02/16/2011
Peas Frz	A160	75426	190	2,604.90		02/18/2011
Chicken Cutup Frz	A515	75426	210	6,499.50		02/18/2011
Turkey Roast Frz	A537	75426	310	26,210.50		02/18/2011
Turkey Taco Filling	A565	75426	140	6,805.40		02/18/2011
Tomato Salsa	A237	75654	50	828.50		02/28/2011
Applesauce 10	A350	75654	293	5,397.06		02/28/2011
Peaches Cling Slc	A408	75654	150	2,482.50		02/28/2011
Mixed Fruit	A470B	75654	55	1,018.05		02/28/2011
Flour Whole Wheat Bag repl by 100410	B351	75654	20	223.40		02/28/2011
Peas Frz	A160	75712	60	822.60		03/02/2011
Chicken Diced	A517	75712	75	7,165.50		03/02/2011
Turkey Roast Frz	A537	75712	40	3,382.00		03/02/2011
Turkey Taco Filling	A565	75712	60	2,916.60		03/02/2011
Eggs Whole Frz	A568	75712	90	1,917.90		03/02/2011
Beef SPP Patty FRZ	A616	75712	300	29,043.00		03/02/2011
Tomato Salsa	A237	75991	75	1,242.75		03/15/2011
Applesauce 10	A350	75991	157	2,081.82		03/15/2011
Peaches Cling Slc	A408B	75991	225	3,568.50		03/15/2011
Raisins Box 144	A504	75991	200	3,706.00		03/15/2011
Peas Frz	A160	76096	250	3,427.50		03/18/2011
Chix Fajita Strips	A563	76096	120	6,850.80		03/18/2011
Turkey Taco Filling	A565	76096	200	9,586.00		03/18/2011
Eggs Whole Frz	A568	76096	60	1,278.60		03/18/2011
Beef SPP Patty FRZ	A616	76096	150	14,521.50		03/18/2011
Pork Roast Leg Frz	A672	76096	200	11,208.00		03/18/2011
Sweet Potatoes Frz	A224	76459	225	4,758.75		04/06/2011
Turkey Roast Frz	A537	76459	350	29,592.50		04/06/2011
Chix Fajita Strips	A563	76459	120	6,850.80		04/06/2011
Pork Roast Leg Frz	A672	76459	200	10,158.00		04/06/2011
Apple Slices	A345	76590	80	1,784.00		04/14/2011
Applesauce 10	A350	76590	300	5,523.00		04/14/2011
Raisins Box 144	A504	76590	175	3,242.75		04/14/2011
Chicken Cutup Frz	A515	76730	40	1,238.00		04/21/2011
Turkey Roast Frz	A537	76730	120	10,146.00		04/21/2011
Chix Fajita Strips	A563	76730	150	8,323.50		04/21/2011
Beef Fine Ground FRZ	A608	76730	300	29,526.00		04/21/2011
Pork Ham WaterAd Frz	A693	76730	200	12,464.00		04/21/2011
Cherries lqf	A364	76965	200	6,068.00		05/04/2011
Peach Frstn Diced Frz Cup	A416	76965	100	2,317.00		05/04/2011
Chicken Cutup Frz	A515	76965	245	7,450.45		05/04/2011
Chicken Cutup Frz	A515	77531	500	14,970.00		05/19/2011
Beef Fine Ground FRZ	A608	77531	300	29,526.00		05/19/2011
Potatoes Round Frz	A204	77869	300	4,182.00		05/31/2011
Potatoes, Ovens Fry	A210	77869	200	2,450.00		05/31/2011
Cherries lqf	A364	77869	50	1,517.00		05/31/2011
Peaches Frz.	A424	77869	215	3,562.55		05/31/2011
Beef Fine Ground FRZ	A608	77869	100	10,630.00		05/31/2011
Beef SPP Patty FRZ	A616	77869	80	5,240.00		05/31/2011
Pork Ham WaterAd Frz	A693	77869	50	3,116.00		05/31/2011
Apple Slices	A345	77331	19	343.90		06/02/2011

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USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date
Raisins Box 144	A504	77331	100	1,754.00		06/02/2011
Flour AP Enrch Blich - repl by 100400	B183	77331	147	1,399.44		06/02/2011
Potatoes Round Frz	A204	78084	100	1,394.00		06/09/2011
Potatoes, Ovens Fry	A210	78084	100	1,225.00		06/09/2011
Chicken Cutup Frz	A515	78084	100	3,011.00		06/09/2011
Beef Fine Ground FRZ	A608	78084	100	9,975.00		06/09/2011
Beef Fine Ground FRZ	A608	78096	300	24,840.00		06/14/2011
Beef SPP Patty FRZ	A616	78096	150	14,521.50		06/14/2011
Pork Ham WaterAd Frz	A693	78096	150	9,348.00		06/14/2011
Potatoes Round Frz	A204	78117	200	2,788.00		06/16/2011
Potatoes, Ovens Fry	A210	78117	300	3,675.00		06/16/2011
Cherries lqf	A364	78117	25	758.50		06/16/2011
Chicken Cutup Frz	A515	78117	155	4,667.05		06/16/2011
Beef Fine Ground FRZ	A608	78117	175	17,456.25		06/16/2011
Chicken Cutup Frz	A515	78118	225	6,774.75		06/17/2011
Turkey Breast Del Frz	A549	78118	122	10,937.30		06/17/2011
Eggs Whole Frz	A568	78118	186	3,427.98		06/17/2011
Beef SPP Patty FRZ	A616	78118	300	29,730.00		06/17/2011
Beef Fine Ground FRZ	A608	78119	400	32,944.00		06/21/2011
Beef SPP Patty FRZ	A616	78119	219	14,344.50		06/21/2011
Pork Roast Leg Frz	A672	78119	144	7,313.76		06/21/2011
Beef SPP Patty FRZ	A616	78120	300	29,715.00		06/21/2011
Pork Ham WaterAd Frz	A693	78120	200	12,464.00		06/21/2011
Eggs Whole Frz	A568	78205	10	184.30		06/21/2011
Applesauce 10	A350		-6	-110.47		06/22/2011
				938,304.18		

Summary Information					
	Entitlement	Ent. Adjustment	DOD Ent.	Bonus	Total
Entitlement	907,975.30	0.00	0.00		907,975.30
* \$ Planned	0.00			0.00	0.00
* \$ Received	909,218.13		0.00	29,086.05	938,304.18
* \$ Remaining	-1,242.83		0.00		-1,242.83

07800000SCH (1386)
PUBLIC SCH OF ROBESON COUNTY
PO DRAWER 2909
LUMBERTON, NC 28359

USDA Food	Code	Invoice/ Order/ Trans #	Quantity Received	* Dollars	Quantity Planned	Estimated Ship Date
-----------	------	-------------------------------	----------------------	-----------	---------------------	---------------------------

*** Please continue to rely on this monthly 209 report from NCDA-FDD as the official tracking mechanism for entitlement and allocation data rather than the old ECOS reports. USDA is no longer using it's ECOS website. Thank you for your patience and cooperation in this matter.**

For agencies participating in the DOD program:

The figure reported in the "DOD Entitlement Received" column is currently pending confirmation from DOD. Please check the DOD received amount against your records and contact DOD representative Ken Wilmoth at 804-695-9136 if your records don't match the figure reported on the 209.

How to read the report: Allocations with an "ON INVC" designation are in the process of being invoiced and shipped to the RA. Ship dates listed for these items are still estimates, but the "ON INVC" usually means the shipment will take place soon.

Allocations with quantities listed in the "Planned" column are items FDD anticipates you will receive during the state fiscal year. Allocations already received by the RA will have an invoice number printed next to the commodity code, and the amount received will appear under the "Quantity Received" column.

"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 USDA, 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."



North Carolina Department of Agriculture
BUTNER WAREHOUSE (919) 575-4490

PROCESSED

March 16, 2012

RA Code: 0-078-00-000-SCH

Invoice Number: B-83756
 Delivery Date: 03/27/2012
 Delivery Time: 08:00 AM

Route: 8

Recipient Agency

CHILD NUTRITION DIRECTOR ext 2396
 PUBLIC SCH OF ROBESON COUNTY
 PO DRAWER 2909
 LUMBERTON, NC 28359
 (910) 735-2399

Food will be shipped to

CHILD NUTRITION DIRECTOR ext2396
 PUBLIC SCH OF ROBESON COUNTY
 HWY 72 WEST
 LUMBERTON, NC 28358
 (910) 735-2399

The following allocation of food is made to your agency. Carefully check the shipment to insure that the commodities indicated are all received in good condition. Any shortage or damage must be indicated on all copies of the allocation and acknowledged by the NCDA representative.

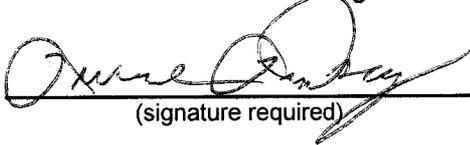
Units	Material #	Commodity	Storage Code	Unit-Size	Unit Value	Total Value
200	100101	Chicken Diced	3	40 Lb Carton	94.87	18,974.00
80	100119	Turkey Taco Filling	3	30 Lb Cnt	53.93	4,314.40
150	100121	Turkey Breast Del Frz	3	40 Lb Cnt	117.35	17,602.50
200	100158	Beef Fine Ground FRZ	3	40 Lb Carton	94.84	18,968.00
100	100160	Beef SPP Patty FRZ	3	40 Lb Carton	87.05	8,705.00

Entitlement Value \$68,563.90 + Bonus Value \$0.00 = Total Value: \$68,563.90

Total Weight: 30,160 LBS

_____ Pallets Delivered
 _____ Pallets Received in exchange

The shipment of food listed above has been requested and received in full and in good condition, except as may be noted under remarks.

Date: 3-27-2012 Authorized Agent: 
 (signature required)

Remarks (Damages, Shortages, etc.)

FOOD STORAGE TEMPERATURE CHART

AGENCY _____

Dry Storage Area – Recommended Temperature
Cooler Storage Area – Recommended Temperature
Freezer Storage Area – Recommended Temperature

50° F - 70° F
35° F - 45° F
-10° F - 0° F

Circle One
Refrigerator, Freezer or Dry Storage

Circle One
Refrigerator, Freezer or Dry Storage

Month Day Year	Temperature	Checked By	Month Day Year	Temperature	Checked By
1			1		
2			2		
3			3		
4			4		
5			5		
6			6		
7			7		
8			8		
9			9		
10			10		
11			11		
12			12		
13			13		
14			14		
15			15		
16			16		
17			17		
18			18		
19			19		
20			20		
21			21		
22			22		
23			23		
24			24		
25			25		
26			26		
27			27		
28			28		
29			29		
30			31		
31			31		

If temperatures are not within recommended range take immediate corrective action to avoid food loss.

NCDA-78
Revised 6/11

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION**

PO Box 659
Butner, NC 27509-0659
Phone (919) 575-4490 Fax (919) 575-4143

**RECORD OF TRANSFER
USDA COMMODITIES**

(1) _____

Transfer No.

(2) _____
Agency Code

(3) _____
Name of Transferring Agency

(4) _____
Date

(5) _____
Official Signature and Title

(6) _____
Agency Code

(7) _____
Name of Receiving Agency

(8) _____
Date

(9) _____
Official Signature and Title

(10) Material Number	(11) Commodity	(12) Case Pack	(13) Current Value Per Case	(14) Case Quantity
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(15) _____
Date

(16) _____
Official Signature and Title

Upon completion, mail original to: NCDA&CS – Keep one copy for you records and provide one copy to Receiving Agency. Transfer number and current value per case will be assigned by the NCDA&CS Administrative Office in Butner. Please call for these two items before you make a transfer.

INSTRUCTIONS FOR COMPLETION OF FORM NCD-78

1. Enter transfer number assigned by NCDA&CS Administrative Office.
2. Enter agency code number of agency transferring USDA commodities.
3. Enter name of agency transferring USDA commodities.
4. Enter date of transfer.
5. Enter signature and title of agency official transferring USDA commodities.
6. Enter code number of agency receiving the transferred USDA commodities.
7. Enter name of agency receiving USDA commodities.
8. Enter date of transfer transaction occurred.
9. Enter signature and title of agency official transferring USDA commodities.
10. Enter assigned NCDA&CS material number of each commodity transferred.
11. Enter short title (name of commodity) for each commodity transferred.
12. Enter pack size of product, ex. 6/#10 Green Beans.
13. Leave this column blank – current value will be assigned by NCDA&CS.
14. Enter the number of cases of USDA commodities transferred.
15. Enter date form was completed.
16. Leave blank for approving official in NCDA&CS Administrative Office.

RA CODE # _____

**NORTH CAROLINA DEPARTMENT OF AGRICULTURE
AND CONSUMER SERVICES
FOOD DISTRIBUTION DIVISION**

ADMINISTRATIVE REVIEW REPORT

SECTION I. GENERAL

- | | |
|--|---|
| <p>1. Name and address of Recipient Agency

_____</p> <p>Telephone Number: _____
Fax Number: _____
E-mail: _____</p> <p>2. Total number of locations: _____</p> <p>3. Type of RA – PES, RCC</p> | <p>4. Date of Review _____</p> <p>5. Name and title of person(s) interviewed

_____</p> <p>6. Name and title of State Representative(s)

_____</p> <p>7. School ADA _____ ADP _____</p> |
|--|---|

SECTION II. FOOD SERVICE MANAGEMENT COMPANIES

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Does RA employ the services of a food service management company?	_____	_____	_____
2. If yes, determine whether contract between the respective RA and the food service management company provides the following:			
a. Date of contract _____			
b. Beginning/ending dates of contract _____			
c. All records of the food service management company pertaining to the food service operation, shall be kept for a period of three years.	_____	_____	_____
d. All commodities received by the RA and used by the food service management company are to be utilized solely for the benefit of the RA and demonstrate how the RA benefits from the commodities.	_____	_____	_____
e. Give the state distributing agency the right to review all facilities upon their request.	_____	_____	_____

SECTION III. COMMERCIAL STORAGE

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Does RA have a contract with a commercial warehouse where USDA donated foods are stored?	_____	_____	_____
2. If yes, determine whether the contract provides for the following:			
a. That storage facilities will be maintained in a manner to insure safety and sanitation.	_____	_____	_____
b. The facility can be reviewed by USDA and RA personnel	_____	_____	_____
c. USDA foods will be clearly identified	_____	_____	_____
d. An inventory system	_____	_____	_____
e. Beginning and ending dates of contract	_____	_____	_____
f. Immediate termination of the contract due to non-compliance	_____	_____	_____
g. Termination after thirty (30) days' notice	_____	_____	_____
h. Semi-annual inventory	_____	_____	_____
i. Insurance coverage for the value of the foods lost	_____	_____	_____
3. Is a book inventory maintained of food stored in commercial storage facilities?	_____	_____	_____
4. Is a physical inventory conducted at commercial warehouses storing commodities for the RA?	_____	_____	_____
5. Is book inventory reconciled to physical inventory at the commercial warehouse?	_____	_____	_____
6. List all locations where donated foods are stored	_____ _____ _____ _____		
7. Using Page 5, record the review of each storage area listed above.			

SECTION IV. DISTRIBUTION OF FOOD

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Is the current method of distribution acceptable to the various physical locations?	_____	_____	_____
2. Does the RA use or sell commodities?	_____	_____	_____
a. Are the recipients the primary beneficiaries of the agencies?	_____	_____	_____
B. How are the funds derived from the sale of commodities returned to the Food Service operation?	_____	_____	_____

SECTION V. RECORD KEEPING

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Are all the Food Distribution records maintained for three (3) fiscal years?	_____	_____	_____
a. Foods received from the DA	_____	_____	_____
b. Foods transferred	_____	_____	_____
c. Food losses	_____	_____	_____
d. RA inventory reduction records	_____	_____	_____
2. Is a current signed agreement between the Recipient Agency (RA) and the Distributing Agency (DA) on file?	_____	_____	_____

SECTION VI. PROGRAM ELIGIBILITY

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. <u>Eligibility</u>			
a. Do you understand that you must be on the National School Lunch Program (NSLP) to receive USDA commodities?	_____	_____	_____
b. Do you know who certifies you to be on the NSLP?	_____	_____	_____

SECTION VII. PROGRAM ORDERING PROCEDURES

1. Ordering Procedures

- a. Do you understand the school Planned Assistance Level (PAL)? _____
- b. Do you understand how you receive USDA commodities? _____
- c. Do you understand how you receive USDA *bonus* commodities? _____
- d. Do you know how to *refuse* USDA commodities? _____
- e. Do you know how to request *additional* USDA commodities? _____

SECTION VIII. PROCESSING CONTRACTS

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Does this RA process USDA Commodities into other end products?	_____	_____	_____
2. Does this RA have a back-haul agreement with a food processor to process USDA donated foods into end-products	_____	_____	_____
3. If so, list processors:			_____

4. If RA diverts or back-hauls USDA commodities, check the yield.			_____

REVIEW OF STORAGE FACILITY

Name of Recipient Agency

Location Where Food is Stored

	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
1. Is space adequate?	_____	_____	_____
2. Is space in good repair?	_____	_____	_____
3. Is there adequate ventilation?	_____	_____	_____
4. Is storage area secure from theft?	_____	_____	_____
5. Are foods stored separately from pesticides, herbicides, cleaning solvent, lubricants or other materials that could contaminate foods in storage?	_____	_____	_____
6. Are foods palletized and/or on shelves?	_____	_____	_____
7. Is first-in / first-out method used?	_____	_____	_____
8. Are there regular extermination treatments?	_____	_____	_____
a. Date of last inspection/treatment			_____
9. Is storage area free of rodent and insect infestation?	_____	_____	_____
10. Record temperature in:			_____
Cooler: _____			_____
Freezer: _____			_____
Dry Storage: _____			_____
11. Is the inside temperature checked and recorded seven out of seven days for these three areas?	_____	_____	_____
12. Does the State or local health agency require inspection certificates?	_____	_____	_____
a. Date of inspection			_____ Score: _____

NOTE: Individual reviews should be completed on all locations where food is stored.

Written confirmation detailing the corrective action taken on each regulatory deficiency listed in this report should be sent to the following address:

**Administrative Office
North Carolina Department of Agriculture
and Consumer Services
Food Distribution Division
P O Box 659
Butner, NC 27509-0659
(919) 575-4490 PHONE (919) 575-4143 FAX**

Your response should be mailed to this office within ten (10) working days from the date of this exit conference.

Corrective Action Required

Follow up date for Corrective Action if required

YES NO

Recipient Agency Name

Signature of Sponsor Representative

Signature of NCDA & CS Reviewer

DATE: _____

DATE: _____

CIVIL RIGHTS COMPLIANCE

A. Civil Rights Assurance

Does the recipient agency have a signed agreement with the state agency assuring that no person in the United States shall, on the grounds of race, color, age, sex, national origin and disability be excluded from participation in or be denied the benefits of, or be otherwise subjected to discrimination under any program receiving Federal financial assistance? Yes _____ No _____

Comments: _____

B. Public Notification

1. Has the recipient agency established a public notification system to inform the public, particularly minorities and grass roots organizations, of the Food Distribution Program eligibility requirements and complaint handling procedures? Yes _____ No _____

Comments: _____

2. Do all forms of communication, which are used to inform the general public about the program include the required nondiscrimination statement? Yes _____ No _____

Comments: _____

3. Has the policy on nondiscrimination and the procedures for filing a complaint been publicized and do participants have access to Title VI information? Yes _____ No _____

Comments: _____

4. Have program participants, particularly minorities, been informed of significant program developments and/or changes in eligibility or benefits? Yes _____ No _____

Comments: _____

5. Is the USDA Title VI poster "... And Justice for All," or an approved substitute poster containing the nondiscrimination statement and complaint filing information, displayed in a prominent place? Yes _____ No _____

Comments: _____

C. Racial/Ethnic Data Collection and Retention

1. What is the system for collecting, analyzing, and maintaining participation data? Explain: _____

2. Is racial data collected and maintained on recipients as well as denied applicants? Yes _____ No _____
 Explain: _____

3. What source(s) does the recipient agency use to estimate the racial makeup of its service delivery area?

Explain: _____

D. Complaints of Discrimination

1. What procedures are used by the recipient agency for handling alleged discrimination complaints?

Explain: _____

2. How many complaints have been filed during the past year alleging discrimination on the basis of race, color, national origin, age, sex or disability? _____

3. Has the state agency conducted a compliance review of the recipient agency against whom complaints alleging discrimination have been filed? Yes _____ No _____

Explain: _____

E. Non-English Speaking Provision

1. What steps have been taken to provide bilingual personnel and/or materials to limited or non-English communicating persons that will assure equal opportunity for participants in the program by eliminating any information or communication barriers?

Explain: _____

2. Has the recipient agency encountered any problems with providing bilingual personnel and/or materials to limited or non-English speaking persons? Yes _____ No _____

Explain: _____

F. Training and Monitoring

1. What steps does the recipient agency take for training staff and volunteers? Are training sessions documented?

Explain _____

2. How does the recipient agency monitor it's various sites/subrecipients?

Explain _____

G. Disability Accommodations

1. How does the recipient agency accommodate participants with disabilities?

Explain _____

American Red Cross

**Sample Agreement for
Use of USDA-Donated Foods**

I. Purpose

The purpose of this plan is to establish the procedures for obtaining USDA-donated foods in the state of _____ for use by the American Red Cross for mass feedings of disaster victims and workers.

II. Background

Food purchased by the USDA Food and Nutrition Service for feeding programs is available to American Red Cross chapters in the state of _____ for Mass Care purposes in the event of disaster.

[Include pertinent information on schools, particularly the number that have facilities to prepare food.]

Note: USDA-donated foods will not be available to individual families except when the Secretary of Agriculture determines that the commercial channels of trade are disrupted because of the emergency situation resulting from the disaster.

III. General

- A. USDA-donated foods become the property of the state. In _____ they are handled by (Name of state agency).
- B. Contact should be initiated with (American Red Cross state liaison).
- C. Food items are stored in bulk in warehouse(s) in the state as well as in participating schools and institutions.
- D. Transportation needed to move the foods to the disaster area is the responsibility of _____ (The responsible agency, e.g., the Red Cross, local government.)
- E. Food may be released when a disaster appears to be imminent, people are being evacuated, or mass feeding is needed for a substantial number of dislocated families and individuals.
- F. Chapters are responsible for making pre-disaster plans with local school officials and other organizations to arrange for feeding operations during disasters and other emergencies.

IV. Procedures for Obtaining USDA-Donated Foods

- A. When the feeding is being done in school lunch facilities
 - 1. When available, the food will come from the school lunch inventory.
 - 2. When additional foods are required, school lunch personnel will request them (see III, C.), and will coordinate with the chapter regarding transportation.
- B. When the feeding is being done in facilities other than school lunchrooms, the chapter will make its request to (The American Red Cross state contact).
 - 1. Arrangements will be made to release the food from the nearest warehouse or facility.
 - 2. The chapter will make the necessary transportation arrangements.

In all instances, the amount and type of food received is documented, and signed receipts are obtained and kept on file.

V. Procedure for Returning Unused Foods

The chapter will report the amount of unused foods to the (American Red Cross state contact), who will request instructions from (state agency) for disposition. The chapter will obtain and file a receipt for the returned food.

VI. Procedures for Reporting on the Use of USDA-Donated Foods

- A. After mass feeding is completed, the chapter will be advised of what information is required to enable the (state agency) to report on foods used for disaster relief, including certification that all food products were used in accordance with existing regulations and for mass feeding.
- B. The program for USDA-donated foods will be considered completed when all unused food has been returned and the above has been completed and submitted by the chapter.

American Red Cross State Relations Representative _____

Address: _____

INFORMATION NEEDED TO FILE A COMPLAINT

- Commodity Code and description _____
- Contract Number _____ (Usually found stamped on the box – this is a *very important* number.)*
- Brand name _____
- Pack date _____
- Which warehouse was it shipped from? _____
- Date agency received commodity _____
- How much was received? _____ (example: 16 cases)
- How much was affected? _____
- How much is left at site(s)? _____
- Description of problem _____

- Location where it was discovered _____
- Date it was discovered _____
- ~~~~~
- Name (person filing complaint) _____
- Agency name _____
- Phone number _____
- email address _____

This complaint for information or trend analysis only _____
 Do you wish to request replacement? (It is not always possible to replace) _____

* If the contract number is unavailable, it is *very* important to supply a copy of the Delivery Order / Invoice number that the agency received from the warehouse. It can be either faxed or mailed to Food Distribution to assist with filing the complaint.

Food Distribution phone number: (919) 575-4490
 Food Distribution fax number (919) 575-4143

Address: NCDA&CS Food Distribution Division
 P O Box 659
 Butner, NC 27509-0659
 Attention: Bob Sitton, Field Services