



DEPARTMENT OF ADMINISTRATIVE SERVICES
18-20 Trinity St.
Hartford, CT 06106-1658



STATE OF CONNECTICUT

March 14, 2006

All Processors:

One of the requirements for processing USDA commodities in Connecticut is sending monthly performance reports to the RA's. Unfortunately this is not a consistent practice. In order to insure that all RA's receive the monthly performance reports, the State of Connecticut is requiring each processor to send a sample of their monthly report to the Food Distribution Program. These samples can be either emailed to dan.sadowski@ct.gov or faxed to Dan Sadowski at 860-566-8155.

If a processor does not send a sample report by the required return date of March 27, 2006, they may be in jeopardy of not having the State Participation Agreement signed by the State of Connecticut.

The State Participation Agreement shall be signed by the processor and returned to the State of Connecticut's Food Distribution Program no later than April 3, 2006. Failure to do so will also put the processor in jeopardy of not having the SPA signed by the state.

Sincerely,

A handwritten signature in black ink, appearing to read 'L. Hubeny', written over a light gray rectangular background.

Linda Hubeny
Program Manager

NATIONAL PROCESSING AGREEMENT (NPA)
STATE PARTICIPATION AGREEMENT (SPA)

This Agreement is subject to the terms and conditions set forth in the National Processing Agreement made by and between the U.S. Department of Agriculture, Food and Nutrition Service and _____ (Processor). _____ (Processor) duly attests that no alterations have been made to the ACDA Core State Participation Agreement (SPA).

State Distributing Agency: State of Connecticut

Processor

Federal EIN:

Name Linda Hubeny
Title Program Manager
Address 18-20 Trinity
City, State, Zip Hartford, CT 06106
Contact Dan Sadowski
Phone 860-256-2905
Fax 860-566-8155
E-mail dan.sadowski@ct.gov
Web Address http://www.das.state.ct.us
Click Food Distribution

Name _____
Title _____
Address _____
City, State, Zip _____
Contact _____
Phone _____
Fax _____
E-mail _____
Web Address _____

Signature _____

Signature _____

Date: _____

Date: _____

Period of Agreement: This Agreement shall become effective on July 1, 2007 and will terminate on or before June 30, 2012 pursuant to USDA Policy Memorandum FD-048 (Maximum of 5 years). Additionally, the SPA may be amended as necessary should any of the information change during the agreement period. This Agreement shall not be amended except by a written agreement signed by the parties hereto.

1. **Value Pass Through Systems.** State Agency will indicate which value pass through systems are acceptable in their State. Processor will indicate which value pass through systems they desire to use in the State and have been approved by USDA in the NPA (National Processing Agreement).

Permitted By State	Value Pass Through System	Selected by Processor
x	Direct Sale	
x	Refund to Recipient Agency	
x	Net Price Through Distributor (NOI)*	
x	Alternate Value Pass Thru System* (requires FNS approval)	
x	Fee for Service – billed by processor	
x	Fee for Service – billed by distributor	

*Sales Verification Required

If sales verification is required, check one:

State delegates sales verification to the processor [see 7 CFR 250.19(2)(vi)(C)]

Processor should submit their Sales Verification Plan to the State Agency.

State will conduct sales verification

2. **Summary End Product Data Schedules (SEPDS).** Processor will submit SEPDS to State with the completed State Participation Agreement. The SEPDS contains summary information from approved EPDS and a master SEPDS approved by USDA. Processor may select specific EPDS for processing in a given state. The state also has the option to accept or reject individual products listed on the SEPDS, and in the case of multiple commodities available for processing, may accept or reject certain commodities for processing. Note: the case weight listed on the SEPDS **MUST** match the label on the finished case.

Do you use a subcontractor for the production of any items covered in this agreement?

Yes No

If yes, please identify the subcontractor by name, address, USDA plant number, and each item produced.

Processor must provide written notification to the State Agency of any change(s) to the SEPDS including the nature of the change(s); notification may be made electronically.

3. **CN Labeling.** Products, which contribute toward the school meal pattern requirements, may qualify for CN labeling. State should check those that apply.

CN Labeling is optional. Recipient agencies may request CN labeled products.

CN Labeling is required, if applicable for the processed product.

Submit CN labels with SEPDS.

4. Nutritional Information. Recipient agencies need nutritional information to comply with USDA regulations. Please check those that apply:

Processor must provide nutrition information to RA upon request.

Processor's nutrition information has been submitted to USDA Database.

Processor's nutrition information is available on their web site.

____ (Provide the web address)

Processor must submit nutrition information with the SEPDS

5. Grading. Red Meat grading will be performed under (check one)

Full Certification per AMS Instruction MGC 640 (formerly known as Option 2 grading)

PCCP per AMS Instruction MGC 638

A written waiver must be granted by the State and supplied to grader if other certification (i.e. Traditional – Option 1+ Metal Detection Only) is to be performed

6. By products. If by products are produced, describe method of valuation and credit.

7. List of Eligible Recipient Agencies. State will provide a list of eligible recipient agencies to the processor upon State approval of the State Participation Agreement.

8. Backhauling of DF. If backhauling is permitted, processor must notify the State before backhauling products. Please check those that apply.

State permits backhauling Yes No

Backhauling permitted from State Warehouse School District

State requires attached form for requesting approval to backhaul Yes No

9. Special Instructions for Delivery of End Product to Designated Delivery Locations:

Deliveries-The processor shall provide transportation of the finished product from the processing facility as specified by the DA. Deliveries shall be made to the designated warehouse-receiving platform, on the dates specified in purchase orders and during the normal delivery hours, (**please contact distributor**), Monday through Thursday, except for legal holidays. (By Appointment only with 48 hours notice). The processor shall be responsible for the delivery of all products in first class condition, at the point of delivery and according to good commercial practice.

10. Additional State Requirements.

In addition to the forgoing provisions, the Processor agrees to the following terms and conditions required by the DA, local and State Laws:

- Processor will notify State immediately of any shipments that are short, over, or damaged, and complete an FNS 57 and submit to State, if necessary.
- Processor must register on the USDA's Electronic Commodity Ordering System (ECOS). Registration form can be downloaded from the USDA/FDD website at: <http://www.fns.usda.gov/fdd/ECOS/ProcessorProfileInfo.doc> and submitted to the ECOS Help Desk at ECOS-HelpDesk@fns.usda.gov Please register prior to submitting SPA.
- Processor will complete "Receive Shipments," under Shipment Notification promptly in ECOS.

Processor/Distributor Agreement-A copy of the NOI and the Fee For Service by Distributor agreement between the Processor and the Distributor must be provided to the DA.

End Product Description – For end products with a Child Nutrition Label the exact name of the end product and code number as shown on the label must be shown on the End Product Data Schedule.

Nutrition Labels-For Child Nutrition Labels obtained since July 1, 1984, the numbers assigned by FNS must be shown on the End Product Data Schedule.

SEPDS-The processor must supply the RA with a copy of the SEPDS with pricing upon request.

Performance Reports – The processor shall also include a list of RAs by name and code number with their beginning balance, quantity used and their ending balance with each monthly performance report.

In addition, the processor shall also send the monthly performance reports to the recipient agencies. Processors failing to submit monthly

performance reports within the established time limits (Article 15 of the National Processing Agreement) will be considered in noncompliance with this Agreement and this may result in Agreement termination by the State of Connecticut.

Processor shall send notification via e-mail to recipient agencies when products are ready to be shipped.

Claims Procedures-All approved processing companies shall pay a collection fee of 15% or greater of the value of the claim if the Central Collection Unit is used in the collection of outstanding claim.

Availability of Donated Foods – This state participation agreement in no way constitutes a commitment that any donated foods will be shipped to the Processor. Neither the USDA nor the state distributing agency can guarantee that any donated food will be available for processing. Donated foods are made available depending upon the USDA's ability to purchase and acquire such items. Donated food processing agreements simply assure that in the event donated foods are shipped to the Processor, the value of those foods will be discounted in relation to the amounts of those foods contained in the end products.

Other Substitutable Foods (Article 2 of the National Processing Agreement)-If processor is to process a donated food not listed in **(Article 2A of the NPA)** as substitutable food, the food must be listed below.
