



**Food Establishment Review Packet
For Facility/Caterer using a Commissary Kitchen**

Required Documentation

Only typed or legible printed forms will be accepted
(fillable PDF form available online at www.loudoun.gov/food)

Step 1. Plan Review. Proposed Facility/Caterer Submits:

Plan Review Application with all fields filled out

FACILITY NAME = *Your proposed business name, i.e Sally's Catering.*

This is NOT the name of the commissary kitchen

FACILITY ADDRESS = *Address of your proposed business = address of commissary*

Copy of Business License &/or State Corporation Commission for proposed Facility/Caterer

LEGAL OWNER = *matches name on business license or State Corp. Commission*

\$40 Plan Review Fee; (check payable to County of Loudoun)

Proposed Menu *-include seasonal items, off-site and catering menus*

Plan Review Questionnaire (Part 2)

Copy of Lease or Agreement with Commissary

-detailing assigned days/hours of operation, food storage arrangements, facility and equipment use, terms and conditions of lease.

Step 2. Apply for Permit. -submit after plan review is complete and approved

Plans have been approved by EHS

Food Establishment Permit Application

\$40 Annual permit fee; (check payable to County of Loudoun)

Step 3. Pre-opening inspection(s) at Facility. Scheduled with assigned EHS Inspector.

Permit provided after passing pre-opening inspection.



Loudoun County Health Department

1 Harrison Street, S.E., Leesburg VA 20177, 2nd floor

Mailing address: P.O. Box 7000, MSC #68, Leesburg VA 20177-7000

Application for a Food Establishment PLAN REVIEW

Restaurant Hotel/B&B School/Day Care Short/Long Term Care Facility Other _____
NEW Remodel Change of Owner Change of Name (previous name of facility) _____

Facility / Restaurant Information

Facility Name _____ Phone _____
Facility Address _____ City _____ Zip _____

Owner Information

Legal Owner _____ (i.e. LLC, Inc.) Phone _____
Owner Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone _____ Email _____
Billing Address _____ City _____ State _____ Zip _____

Water: Public (Municipal) or Private (Well). Source: _____

Sewage: Public (Municipal) or Private (Septic). Source: _____

Authorized Contact Responsible for Plan Review Submittal

Name _____ Title _____
Address _____ City _____ Zip _____
Work phone _____ Cell _____ Email _____

Signature _____

Date _____

Print Name _____

Fee \$40 - Cash or Check Payable to County of Loudoun

Jan 2019



Permit Review Questionnaire
Food Establishment Review Packet (Part 2)

1. Who is the Certified Food Protection Manager(s)? Certified from an Accredited Program. *12VAC5-421-50 Assignment of responsibility; -60 Demonstration of knowledge; -65 Food Protection Manager; -70 Duties of PIC.*

Name _____ # _____ expires _____
Name _____ # _____ expires _____
Name _____ # _____ expires _____

Attach a copy of all Certified Food Protection Manger Certificate(s)

2. What is the facility's type of service (check all that apply)?

Restaurant, including Restaurant with Catering
School Child Care
Hospital Adult Care, Short/Long Term Care
Take Out & Delivery only Catering Only
Hotel Continental / B&B Other _____

3. Does this facility mostly serve a highly susceptible population? *Immunocompromised, preschool age children, or older adults; a facility that provides services such as custodial care, health care, or assisted living, such as a child or adult day care center, kidney dialysis center, hospital or nursing home, or nutritional or socialization services such as a senior center.*

Yes No

4. Days/Hours of Operation:

Sun ___ - ___ Mon ___ - ___ Tues ___ - ___ Weds ___ - ___ Thur ___ - ___ Fri ___ - ___ Sat ___ - ___

5. Provide a copy of menu. Attached.

6. List the source of food on your menu (include all vendors, caterers, bakery etc.).

12VAC5-421-270. food obtained that comply with law; no private home.

Attached as listed _____

7. Will this facility be serving Raw or not fully cooked items such as burgers, eggs, fish?

12VAC5-421-930 required for animal products, reminder AND disclosure

Yes * Consumer advisory is required. Review menu with EHS before printing the final copy.
No

8. Will this facility be using TIME control instead of temperature control (such as buffets, service lines, pizza by the slice)? *TIME control may be used for time/temperature control for safety food (TSC) that is displayed or held for service without temperature control IF written procedures are prepared and approved in advance. 12VAC5-421- 850.*

Yes; written plan is attached
No

9. Does this facility propose to do a special process **on-site**? (check all that apply)
 *this does not include a method of flavor enhancement. Check with EHS before implementing.

All variance applications must be approved before the procedure is put into practice.

12VAC5-421-860 Variance Requirements

Sprouting seeds or beans	Vacuum packaging food or canning	Raw or undercooked fish - <i>i.e. sushi or ceviche</i>	Molluscan Shellfish or using Support Tank. - <i>i.e. oysters, clams or mussels</i>
Fermentation of Sausages or Custom Processing of Meat	Smoking or Curing of meat, poultry or fish. - <i>i.e. jerky</i>	Packaging juices	Adding Components to extend Shelf life or render food non-TCS - <i>i.e. such as adding vinegar, preserving, pickling or acidifying.</i> - <i>i.e. making kimchi or kombucha,</i> - <i>i.e. making yogurt</i>

None of the above special processes or Other _____

10. Will this facility be cooking and cooling food to use at another time? This includes using leftovers for another day and non-continuous cooking processes.

12VAC5-421-700 cooking, -800 cooling, -760 reheating, -725 non-continuous cooking.

Yes No

11. Does each refrigerator and hot holding unit have a working and accurate thermometer?

12VAC5-421-1320 temperature measuring device easily readable.

Yes

12. Are metal stem thermometers available for checking food temperatures?

12VAC5-421-1180 accurate and in intended range; -700 cooking temperatures; -1510 Food temperature measuring devices

Yes

13. Dish Detergent and Sanitizer available at the 3 basin sink. Yes

12VAC5-421-1535 cleaning agent and sanitizer available; -1700 chemical sanitization

Which type of sanitizer are you using?

Chlorine (bleach), Quaternary ammonium, other (i.e. iodine)_____.

14. Are test strips available for the type of sanitizer used? Yes

VDH-1530 sanitizing solution testing devices

15. Every Handsink has: *12VAC5-421-2190, -3020, -3030, -3045.*

hot water 100°F minimum, cold water, soap, paper towels or air dryer,
handwash signs posted.

16. What methods will this facility use to prevent handling ready-to-eat foods with bare hands?
12VAC5-421-450 preventing contamination of foods with bare hands.
Disposable gloves, Utensils, Deli paper

17. Have you implemented your Employee Reporting Agreement / Employee health policy for food employees and conditional employees? (Example included in this packet)
12VAC5-421-70 Duties of PIC; -80 responsibility of Person-In-Charge, employee health;
Yes No

18. Do you have procedures for employees to follow when responding to vomiting or diarrheal events in the food establishment? *12VAC5-421-255 written plan for clean-up vomit/diarrheal events.* (Example included in this packet)
Yes No

19. Who is your service provider for:
Dumpster / trash removal _____.
Waste oil / grease barrel removal _____.

20. Has the person directly responsible for the food establishment downloaded a copy of the Virginia Food Regulations and understands the Food Code requirements?
12VAC5-421-60 demonstration of knowledge.
<http://www.vdh.virginia.gov/environmental-health/food-safety-in-virginia/food-regulations/>
Yes No

21. For catering, describe the equipment to be used for holding hot and cold food, and food service equipment transport.

EXAMPLE LEASE/SUBLEASE FOR CATERING

This Sublease is entered into this day *<date>* by and between *<commissary>* (Hereinafter, "Owner/Tenant"), and *<catering owner>* from *<catering business name>* (hereinafter, "User/Subtenant"). WITNESSETH:

WHEREAS, *<commissary>*, Owner/Tenant, is in rightful possession of the premises located at *<commissary address>* ("Premises") under a Lease Agreement with *<landlord name>* {hereinafter, "Landlord"}. Owner/Tenant and User/Subtenant have reached an understanding with respect to a sublease to User/Subtenant under the terms and condition hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, and such other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties said parties agree as follows.

- 1. Demised Premises.** In consideration of all of User/Subtenant's undertakings hereinafter set forth, including payment of rent as hereinafter specified, Owner/Tenant hereby subleases to User/Subtenant and User/Subtenant hereby leases from Owner/Tenant, the premises located within *<commissary address>* {Hereinafter, the "Demised Premises").
- 2. Lease Term.** The term of this Sublease shall commence on *<date>* ("Rent Commencement Date"), and shall terminate on *<date>* ("Termination Date"), unless earlier terminated as provided herein. Owner/Tenant has the right to cancel and void this contract at any time only providing 30 days' notice To User/Subtenant. Upon termination of this Sublease, and in the event the Parties do not enter into another sublease term, User/Subtenant shall have two (2) days following the Termination Date ("Equipment Removal Deadline") to remove all of User/Subtenant's equipment and supplies from the Demised Premises. If User/Subtenant fails to remove User/Subtenant's equipment and supplies from the Demised Premises on or before the Equipment Removal Deadline, all equipment is forfeited to Owner/Tenant.
- 3. Rent.** Commencing on *<date>*, User/Subtenant covenants and agrees to pay to Owner/Tenant, in advance by the first day of each month, without demand, deduction, offset or notice, at the address of Owner/Tenant identified in the "Notices" section of this Sublease (or some other place as Owner/Tenant shall have designated in writing), the sum of *<dollar amount>* and 00/100 Dollars (\$) per month to use the facilities only *<#>* days a week. *<Days of week>* between *<time>* to *<time>*. A one-time non-refundable fee of \$ *<#>* will be collected at lease execution.
- 4. Compliance with Laws and Ordinances.** User/Subtenant, at its sole cost and expense, shall comply with all orders, requirements or conditions now or hereinafter imposed upon User/Subtenant and/or the Demised Premises by the regulations, ordinances, and statutes of the Loudoun County and/or the Commonwealth of Virginia, whether required by Landlord, Owner/Tenant, or otherwise, in the conduct of User/Subtenant's business. User/Subtenant shall maintain its own business license, and permit from the Department of Health. User/Subtenant shall have a certified food protection manager present at all times while User/Subtenant is using the Demised Premises for the preparation of food.
- 5. Equipment Installation.** User/Subtenant will install any of its own equipment based on approval from Owner/Tenant in order to the conduct its business. The same shall remain the property of User/Subtenant, provided that they be removed by User/Subtenant before the expiration of the term of this Sublease and further provided that there are no defaults under this Sublease.
- 6. Use of Premises.** User/Subtenant will be provided with the access code to the Premises. User/Subtenant must furnish to Owner/Tenant a list of the individuals to whom User/Subtenant divulges said entry code to. User/Subtenant must provide Owner/Tenant with a list of its employees, including name, address, telephone

number, length of employment with User/Subtenant, and vehicle license tag numbers, with such list to be updated as needed. User/Subtenant shall keep the Demised Premises and equipment orderly, neat, safe and clean at all times and shall store all trash only in the areas designated by Landlord and/or Owner/Tenant for such storage.

7. **Dry Food Storage.** All dry food will be stored in locked cabinets or lockers completely separate from Owner/Tenant operations and any other User/Subtenant operations.
8. **Refrigerated Food Storage.** All refrigerated foods shall be stored in approved User/Subtenant Coolers and kept completely separate from Owner/Tenant operations and any other User/Subtenant operations.
9. **Frozen Food Storage.** All frozen foods shall be stored in approved User/Subtenant Freezers and kept completely separate from Owner/Tenant operations and any other User/Subtenant operations.
10. **Usage/Cleaning.** Cleaning of the space includes cleaning and sanitizing prep tables, refrigeration and any equipment used during production (including stove tops, ovens, etc.), sweeping and mopping the floors with clean water and the appropriate floor cleaner after each use. Any cooking equipment used must be cleaned and placed back in its proper storage area before departure. A cleaning fee of \$ <#> will be apply for each occurrence User/Subtenant fail to perform above guidelines.
11. **Insurance.** The User/Subtenant agrees that User/Subtenant shall obtain her own insurance coverage, the terms and coverage amounts of which shall be in accordance with the provisions of the Master Lease.
12. **Default.** The following shall constitute an event of default under his Sublease:
 - i. Failure of User/Subtenant to pay any installment of Fixed Rent or other charge required to be paid by User/Subtenant hereunder and such failure shall continue for five (5) days after written notice thereof;
 - ii. Failure of User/Subtenant to perform or observe any other obligation under this Sublease or the Master Lease to the extent such obligations have been assumed by User/Subtenant pursuant to this Sublease, and such failure shall continue for five (5) days after written notice thereof;
 - iii. Failure of User/Subtenant to perform any of its obligations under this Sublease two (2) or more times within any twelve (12) month period, notwithstanding any subsequent cure of such failure as provided herein; or
 - iv. Bankruptcy.
13. **No Partnership.** Nothing in this Sublease shall create a partnership between Owner/Tenant and User/Subtenant.
14. **Indemnification.** User/Subtenant shall indemnify and hold Owner/Tenant harmless for, from and against all claims, expenses, liabilities and losses, including reasonable attorneys' fees, resulting from any injury in or upon the Premises to property or persons due to any act or omission of User/Subtenant or without limitation, User/Subtenant's agents, employees, invitees, independent contractors and other representatives for failure to comply with any law.
15. **Non-Competition.** User/Subtenant expressly agrees and covenants that neither User/Subtenant, nor any person, firm, or corporation directly or indirectly affiliated with User/Subtenant, shall solicit business from Owner/Tenant 's clients and customers during the term of this Sublease and for a period of one (1) year following the termination of this Sublease
16. **Applicable Law.** This Sublease shall be construed and interpreted under the laws of the Commonwealth of Virginia.

17. **Attorney's Fees.** In the event either Party initiates any legal action or lawsuit against the other involving this Sublease, the prevailing party in such action or suit shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorney's fees and other costs and expenses incurred by the prevailing party with regard to that litigation, including any appeal thereof.

Owner/Tenant: _____

User/Subtenant: _____

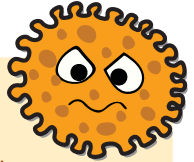
Note: Disclaimer – this is a sample Lease for reference only, not for legal advice.

EXAMPLE

Clean-up and Disinfection for Norovirus ("Stomach Bug")

THESE DIRECTIONS SHOULD BE USED TO RESPOND TO ANY VOMITING OR DIARRHEA ACCIDENT

Note: Anything that has been in contact with vomit and diarrhea should be discarded or disinfected.



1 Clean up

- Remove vomit or diarrhea right away!**
 - Wearing protective clothing, such as disposable gloves, apron and/or mask, wipe up vomit or diarrhea with paper towels
 - Use kitty litter, baking soda or other absorbent material on carpets and upholstery to absorb liquid; do not vacuum material: pick up using paper towels
 - Dispose of paper towel/waste in a plastic trash bag or biohazard bag
- Use soapy water to wash surfaces that contacted vomit or diarrhea and all nearby high-touch surfaces, such as door knobs and toilet handles**
- Rinse thoroughly with plain water**
- Wipe dry with paper towels**

DON'T STOP HERE: GERMS CAN REMAIN ON SURFACES EVEN AFTER CLEANING!

2 Disinfect surfaces by applying a chlorine bleach solution

Steam cleaning may be preferable for carpets and upholstery. Chlorine bleach could permanently stain these. Mixing directions are based on EPA-registered bleach product directions to be effective against norovirus. For best results, consult label directions on the bleach product you are using.

a. Prepare a chlorine bleach solution

Make bleach solutions fresh daily; keep out of reach of children; never mix bleach solution with other cleaners.

IF HARD SURFACES ARE AFFECTED...
e.g., non-porous surfaces, vinyl, ceramic tile, sealed counter-tops, sinks, toilets

3/4 CUP OF CONCENTRATED BLEACH + **1 GALLON WATER**

CONCENTRATION ~3500 ppm

IF USING REGULAR STRENGTH BLEACH (5.25%), INCREASE THE AMOUNT OF BLEACH TO 1 CUP.

- Leave surface wet for at least 5 minutes**
- Rinse all surfaces intended for food or mouth contact with plain water before use**

3 Wash your hands thoroughly with soap and water

Hand sanitizers may not be effective against norovirus.

Facts about Norovirus

Norovirus is the leading cause of outbreaks of diarrhea and vomiting in the US, and it spreads quickly.

Norovirus spreads by contact with an infected person or by touching a contaminated surface or eating contaminated food or drinking contaminated water. Norovirus particles can even float through the air and then settle on surfaces, spreading contamination.

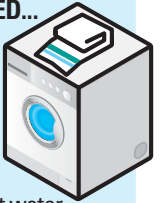
Norovirus particles are extremely small and billions of them are in the stool and vomit of infected people.

Any vomit or diarrhea may contain norovirus and should be treated as though it does.

People can transfer norovirus to others for at least three days after being sick.

IF CLOTHING OR OTHER FABRICS ARE AFFECTED...

- Remove and wash all clothing or fabric that may have touched vomit or diarrhea
- Machine wash these items with detergent, hot water and **bleach** if recommended, choosing the longest wash cycle
- Machine dry



Scientific experts from the U.S. Centers for Disease Control and Prevention (CDC) helped to develop this poster. For more information on norovirus prevention, please see <http://www.cdc.gov/norovirus/preventing-infection.html>.



co.somerset.nj.us/health



neha.org



waterandhealth.org



americanchemistry.com



vdh.virginia.gov

disinfect-for-health.org

Updated January, 2016

FORM	Conditional Employee or Food Employee Reporting Agreement
1-B	Preventing Transmission of Diseases through Food by Infected Conditional Employees or Food Employees with Emphasis on Illness due to Norovirus, <i>Salmonella</i> Typhi, <i>Shigella</i> spp., or Shiga toxin-producing <i>Escherichia coli</i> (STEC), nontyphoidal <i>Salmonella</i> or Hepatitis A Virus

The purpose of this agreement is to inform conditional employees or food employees of their responsibility to notify the person in charge when they experience any of the conditions listed so that the person in charge can take appropriate steps to preclude the transmission of foodborne illness.

I AGREE TO REPORT TO THE PERSON IN CHARGE:

Any Onset of the Following Symptoms, Either While at Work or Outside of Work, Including the Date of Onset:

1. Diarrhea
2. Vomiting
3. Jaundice
4. Sore throat with fever
5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part, or other body part and the cuts, wounds, or lesions are not properly covered (*such as boils and infected wounds, however small*)

Future Medical Diagnosis:

Whenever diagnosed as being ill with Norovirus, typhoid fever (*Salmonella* Typhi), shigellosis (*Shigella* spp. infection), *Escherichia coli* O157:H7 or other STEC infection, nontyphoidal *Salmonella* or hepatitis A (hepatitis A virus infection)

Future Exposure to Foodborne Pathogens:

- 1. Exposure to or suspicion of causing any confirmed disease outbreak of Norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other STEC infection, or hepatitis A.**
- 2. A household member diagnosed with Norovirus, typhoid fever, shigellosis, illness due to STEC, or hepatitis A.**
- 3. A household member attending or working in a setting experiencing a confirmed disease outbreak of Norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other STEC infection, or hepatitis A.**

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the **Food Code** and this agreement to comply with:

1. Reporting requirements specified above involving symptoms, diagnoses, and exposure specified;
2. Work restrictions or exclusions that are imposed upon me; and
3. Good hygienic practices.

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve legal action against me.

Conditional Employee Name (please print) _____

Signature of Conditional Employee _____ **Date** _____

Food Employee Name (please print) _____

Signature of Food Employee _____ **Date** _____

Signature of Permit Holder or Representative _____ **Date** _____



Loudoun County Health Department

1 Harrison Street, S.E., Leesburg VA 20177, 2nd floor

Mailing address: P.O. Box 7000, MSC #68, Leesburg VA 20177-7000

Application for a Food Establishment Permit

Restaurant Hotel/B&B School/Day Care Short/Long Term Care Facility Other _____
Renewal Remodel Change of Owner Change of Name (previous name of facility) _____

Facility Name _____	Phone _____
Facility Address _____	City _____ Zip _____
Number of seats _____	Smoking Status: Smoke free Smoking in restricted area Outside only

Legal Owner _____ (i.e. LLC, Inc.)	Phone _____
Owner Address _____	City _____ State _____ Zip _____
Contact Name _____	Phone _____ Email _____
Billing Address _____	City _____ State _____ Zip _____

Water: Public (Municipal) or Private (Well) Sewage: Public (Municipal) or Private (Septic)

FOOD HANDLING PROCEDURES - Does Establishment: (Check Yes or No):

(1). yes no - Prepare, offer for sale, or serve **potentially hazardous food (PHF) /Time Temperature Control for Safety Food (TCS):** - *i.e. food that requires temperature control for safety such as meats, cheese, soups, cooked vegetables, rice, cooked pasta/pasta, sliced raw fruits, etc.*

 a. yes no - Only to order upon a consumer's request – *i.e. cook when ordered*

 b. yes no - In advance in quantities – *i.e. cook and hold cold/hot until ordered*

 c. yes no - Using time as the public health control: – *i.e. not using cold/hot temperature*

(2). yes no - Prepares PHF/TCS food in advance using a food preparation method that involves two or more steps which may include combining PHF/TCS ingredients; cooking; cooling; reheating; hot or cold holding; freezing; or thawing

(3). yes no - Prepares food as specified under subdivision (2) for delivery to and consumption at a location off premises of the food establishment where it is prepared – *i.e. catering*

(4). yes no - Prepares food as specified under subdivision (2) for service to a highly susceptible population (Elderly, children, or those with weakened immune systems) – *i.e. hospital, childcare, nursing home, adult care, etc.*

(5). yes no - Prepares only food that is not PHF/TCS – *i.e. baked goods, snack items*

I/we attest to the accuracy of the information provided, affirm to comply with the Food Regulations and allow the regulatory authority access to the establishment at any reasonable time to inspect, conduct tests or collect samples as required.

Signature _____

Date _____

Print Name _____

Fee \$40 - Cash or Check Payable to County of Loudoun

Title _____

revised Jan 2019

