



FOOD DISTRIBUTION DIVISION - APPLICATION/AGREEMENT DISTRIBUTION AND USE OF DONATED USDA FOODS SUMMER FOOD SERVICE PROGRAM

DIRECTIONS

1. This Application, Order Information Form, and Agreement (pages 1-3) must be completed, signed, and emailed to the Louisiana Department of Agriculture and Forestry, Food Distribution Division at mthomas@ldaf.state.la.us. **INFORMATION ON THE APPLICATION MUST MATCH INFORMATION SUBMITTED TO DEPARTMENT OF EDUCATION AND WILL BE VERIFIED THROUGH THEIR WEBSITE. ANY APPLICATIONS RECEIVED THAT DO NOT MATCH WILL NOT BE APPROVED.**
2. To reduce mailing costs, do not return Agreement pages 4-9. When this agreement is approved, a copy of pages 1-3 will be returned for the files of the Recipient Agency (RA).

NAME OF SPONSOR: _____

SPONSOR'S MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PARISH: _____

SPONSOR'S TELEPHONE NUMBER: _____ FAX: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ EMAIL ADDRESS: _____

PLEASE COMPLETE THE FOLLOWING:

1. Beginning and ending dates of operations of the Summer Food Service Program:
From: _____ To: _____
2. Has the sponsor employed or contracted from the services of a food management company for the preparation of meals for its Summer Food Service Program? Yes No
If yes, according to Federal regulations, the sponsor is ineligible for USDA Foods under this program.
3. Did your agency receive \$500,000 or more in federal assistance either directly from the federal government or passed through a state agency during the period July 1, 2025 through June 30, 2026?
Yes No

FOOD DISTRIBUTION DIVISION - APPLICATION/AGREEMENT DISTRIBUTION AND USE OF DONATED USDA FOODS SUMMER FOOD SERVICE PROGRAM

Termination of this Agreement shall not affect the obligations of the Recipient Agency with respect to record keeping, audit, and administrative review.

This Agreement for Distribution and Use of Donated USDA Foods shall be effective on the date approved by the Director of the Food Distribution Division.

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Complete Below:</td> </tr> <tr> <td style="padding: 5px;">RECIPIENT AGENCY:</td> </tr> <tr> <td style="padding: 5px;">PRINT NAME OF AUTHORIZED PERSON FOR SUMMER FOOD SERVICE PROGRAM</td> </tr> <tr> <td style="padding: 5px;">SIGNATURE:</td> </tr> <tr> <td style="padding: 5px;">DATE:</td> </tr> </table>	Complete Below:	RECIPIENT AGENCY:	PRINT NAME OF AUTHORIZED PERSON FOR SUMMER FOOD SERVICE PROGRAM	SIGNATURE:	DATE:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">For State Use Only</td> </tr> <tr> <td style="padding: 5px;">DISTRIBUTING AGENCY: Louisiana Department of Agriculture and Forestry</td> </tr> <tr> <td style="padding: 5px;">Mack Williams, Director of Distribution Program</td> </tr> <tr> <td style="padding: 5px;">SIGNATURE:</td> </tr> <tr> <td style="padding: 5px;">DATE:</td> </tr> </table>	For State Use Only	DISTRIBUTING AGENCY: Louisiana Department of Agriculture and Forestry	Mack Williams, Director of Distribution Program	SIGNATURE:	DATE:
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DISTRIBUTING AGENCY: Louisiana Department of Agriculture and Forestry											
Mack Williams, Director of Distribution Program											
SIGNATURE:											
DATE:											

This is to certify that the above-named authorized person is designated as the authorized representative of the public or private nonprofit organization named above.

Authority is given to the above designated representative to enter into written agreements on behalf of the public or private nonprofit organization with the Louisiana Department of Agriculture and Forestry, Food Distribution Division (SDA), for the operation of a Food Distribution Program. The authorized representative is hereby given full responsibility for all matters pertinent to the receipt, handling, storage, protection, accountability, and use of such donated USDA Foods, and the maintenance of all required records and reports incident thereto until such time as the RA notifies the Louisiana Department of Agriculture and Forestry in writing of a change in the authorized person or official whose signature(s) appear on this Agreement.

SIGNATURE OF OFFICIAL (e.g., Superintendent of Schools, Mayor, Sheriff, President of Police Jury) OF PUBLIC OR PRIVATE NONPROFIT ORGANIZATION:

PLEASE PRINT NAME OF OFFICIAL: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

FOOD DISTRIBUTION DIVISION - APPLICATION/AGREEMENT DISTRIBUTION AND USE OF DONATED USDA FOODS SUMMER FOOD SERVICE PROGRAM

ORDER INFORMATION - SUMMER FOOD SERVICE PROGRAM (SFSP)

One Order Acknowledgment form will be emailed to your agency to cover the entire Summer Food Service Program. There will be no cancellation of the Order Acknowledgment. You will receive the Order Acknowledgment form by the first of the month. Please indicate the month you would like to receive your Order Acknowledgment for:

Month (check one):

June July August

You have until the **last working day of the calendar month checked above to pick up your USDA Foods** at the warehouse. You will be responsible for storage costs after the last working day of the month, if USDA Foods are not picked up. You will receive the warehouse address and telephone number at the time you receive your Order Acknowledgment. Contact the warehouse at least 24 hours prior to the time you plan to pick up your USDA Foods. Please indicate the warehouse location that is most convenient for your program:

Warehouse (check one):

Alexandria (Polar Bear) Baton Rouge (LAFA) Monroe (Robertson)
Chisesi St. Martinville

PRINT ALL INFORMATION BELOW

SPONSOR'S NAME: _____ DATE OF APPLICATION: _____

SPONSOR'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ PARISH: _____

NAME AND TITLE OF CONTACT PERSON: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____ PARISH: _____

BEGINNING DATE OF SFSP: _____ TOTAL NUMBER OF SITES: _____

Email order acknowledgment to the email address below if different from the Sponsor's address:

FOR STATE USE ONLY
EST. NO. MEALS: _____
ENTITLEMENT: _____
CUSTOMER NUMBER: _____
FIELD SUPERVISOR: _____

AGREEMENT FOR DISTRIBUTION AND USE OF DONATED USDA FOODS

SUMMER FOOD SERVICE PROGRAM

The above nonprofit sponsor of a Summer Food Service Program (herein referred to as Recipient Agency(RA)) hereby makes application to receive United States Department of Agriculture (herein referred to as USDA) donated USDA Foods for use in feeding children. ("Children" in the Summer Food Service Program for Children regulation 225.2(f) is defined as (1) persons 18 years of age and under, and (2) persons over 18 years of age who are determined by a state educational agency or a local public educational agency of a state to be mentally or physically handicapped and who participate in a public or nonprofit private school program established for the mentally or physically handicapped.)

The Application constitutes a request for the Louisiana Department of Agriculture and Forestry, Food Distribution Division (referred to herein as State Distributing Agency - SDA), to allocate to this RA selected donated USDA Foods that have been ordered for the number of eligible recipients. After approval, this agreement shall be in effect for the 2026 program period or until terminated as provided herein.

The undersigned agree to the following terms and conditions:

REQUIREMENTS FOR PARTICIPATION

1. The RA is a nonprofit organization approved by the Louisiana State Department of Education to participate in the Summer Food Service Program.
2. The RA shall provide a regular meal service, and the meals shall be served at the approved site(s). USDA Foods shall not be redistributed to the participants by the RA in the forms donated, and participants shall not prepare meals on an individual basis.
3. The RA shall not employ or contract for the services of a food management company for the preparation of meals for its Summer Food Service Program (except when allowed by federal regulations).

PROGRAM PURPOSE

The USDA Foods program is an assistance program to improve the quality of the meals served; therefore, the amount budgeted for food expenditures shall not be reduced because of receipt of commodities.

ENDING INVENTORY

At the close of the Summer Food Service Program, the RA shall make provisions to inventory the donated USDA Foods in its possession. If the sponsor of the program is other than a parish school board, the USDA Foods on hand may be offered to the parish school board, school food service section. The Re-donation/Ending Inventory Statement (**Attachment 3**) shall be completed when USDA Foods are released to the school board, and a copy shall be returned to the SDA within thirty (30) days after the close of the RA's program. Should the school board be unable to accept the re-donation, the SDA shall be contacted for further instructions. If the RA has no remaining donated USDA Foods inventory at the close of the program, indicate this on the enclosed Re-donation/Ending Inventory Statement by putting a -0- (zero) and return to the SDA within thirty (30) days after the close of the RA's program. If a sponsor is a parish school board, a record to transfer shall be filed for audit purposes. Any cost in transferring the donated USDA Foods shall be incurred by the respective RA.

ADDENDUM FOR DISTRIBUTION AND USE OF DONATED USDA FOODS FOR ALL RECIPIENT AGENCIES

The Recipient Agency (RA) agrees to comply with Food Distribution Division Program Regulations 7CFR Part 250, the provisions listed in the Agreement, and all provisions listed below.

REQUIREMENTS FOR PARTICIPATION

1. Adequate facilities for handling, storage, and distribution of USDA Foods shall be provided by the RA and shall be such as to properly safeguard USDA Foods against theft, spoilage, infestation, damage, and other losses.
2. The RA should secure content insurance to cover such USDA Foods losses from fire, theft, and water damage.

REVIEWS

1. Representatives of the SDA, USDA FNS, the General Accounting Office, Food and Drug Administration, public health officials, and other relevant officials may inspect the site(s) where the USDA Foods are stored and the facilities used in the handling and storage of such USDA Foods; may inspect and audit all records, including financial records and reports pertaining to the distribution of USDA Foods; and may review all of the procedures and methods used in carrying out the requirements and provisions of this Agreement at any reasonable time.
2. The RA may be suspended from the Food Distribution Program for a three-month period for failure to keep an appointment for a review with a representative of the SDA.

ORDERING AND INVOICING

1. As donated USDA Foods become available for donation, the SDA shall notify the RA regarding the USDA Foods available, and any special terms and conditions of donation and distribution attached to any or all donated USDA Foods.
2. Available donated USDA Foods shall be requested by the RA by completing the required order forms. USDA Foods shall be requested in quantities that can be consumed and stored without waste for the number of eligible participants served.
3. Selected order forms shall be reviewed and approved by the assigned Food Distribution field supervisor. The field supervisor may reduce the number of units ordered if their knowledge of inventory or storage capacity of the RA warrants an adjustment.
4. Once the order form has been reviewed and approved, changes shall be submitted to and approved by the assigned field supervisor by the fifteenth (15) of the month preceding the month for which the change is requested.
5. The SDA shall order and allocate donated USDA Foods for the RA based on the approved order form(s) of the RA, its prorate share, and the availability at the warehouse. The allocation shall be provided to the RA through the use of an Order Acknowledgment form.
6. Once USDA Foods have been allocated to the RA, the RA shall make arrangements to receive its USDA Foods by the designated pickup date on the Order Acknowledgment form, as there shall be no cancellation of the Order Acknowledgment form. The RA must call the warehouse and make an appointment for pickup at least 24 hours in advance. If USDA Foods are not picked up by the designated pickup date on the Order Acknowledgment form, the RA shall make provisions to properly store USDA Foods at an appropriate facility and shall be subsequently billed (if applicable) for storage by that facility; however, failure to make any provisions to store USDA Foods after the designated

pickup date on the Order Acknowledgment form shall result in the automatic receipt by the RA of a bill from the warehouse from which the USDA Foods are allocated for storage charges incurred. The SDA shall not accept a re-donation under any circumstance.

7. Upon receipt of the Order Acknowledgment form from the SDA, it is the responsibility of the RA to check the Order Acknowledgment form against the Tentative Order for errors.
8. Donated USDA Foods allocated for a specific program category shall be used only in connection with the approved program operation of the RA solely for the benefit of eligible persons served or assisted by the RA or for redistribution in accordance with the instructions of the SDA.

RECORDS

1. The RA shall maintain accurate records pertaining to all transactions relating to the receipt and disposal of donated USDA Foods. All records pertaining to the SDA shall be retained by the RA for a period of three (3) years from the end of the Federal fiscal year to which the records pertain, provided that these records shall not be destroyed in any case in which litigation with reference thereto is pending, or until the appropriate State and/or Federal audits have been conducted.
2. A copy of the current approved agreement with the SDA shall be kept on file at the RA's office. (Summer Camps for Children shall maintain a copy of the agreement at the camp site.)
3. The RA should return one copy of the Pick Ticket to the SDA only if there is a problem with the count or condition of the USDA Foods at the time of receipt. Such problems should be noted on the Pick Ticket and a copy is to be submitted to the SDA within five (5) days of receipt of the USDA Foods.
4. The RA shall maintain a Perpetual Inventory (Attachment 1) of all donated USDA Foods stored in any type of central facility and at each site.

TRANSFER AND DISPOSITION

1. USDA Foods shall not be sold, exchanged, transferred, or otherwise disposed of, without the approval of the SDA. The only exception is when the Summer Food Service Program sponsor is an approved School Food Authority for the National School Lunch Program--then, blanket approval from the SDA is granted for the transfer of USDA Foods between the two programs. However, if the Summer Food Service Program sponsor is not an approved School Food Authority for the National School Lunch Program, prior approval is required from the SDA prior to any transfer of donated USDA Foods.
2. Whenever a RA has USDA Foods in its possession that cannot be efficiently used, it shall immediately make a request to the SDA for instructions as to the disposition of such USDA Foods. The RA shall be responsible for all costs incurred in transferring these USDA Foods.
3. The RA shall complete a Re-donation Statement (**Attachment 3**) at the time of re-donation of a USDA Foods to another eligible RA. The RA shall follow re-donation procedures established by the SDA. Failure to comply may result in a claim being established against the RA.
4. The RA shall comply with the provisions of the Louisiana Food Distribution Division policy, Claims for Losses of Donated USDA Foods, dated April 1998 if applicable (Attachment 2).
5. Should the RA cease participation in the Food Distribution Program, or no longer meet the Requirements for Participation, provision shall be made by the RA to inventory all donate USDA Foods in its possession and immediately contact the SDA for instructions to transfer the donated USDA Foods to an approved RA. Any costs in transferring the donated USDA Foods shall be incurred by the respective RAs. Failure to comply may result in a claim being established against the RA.

AUDITS

The RA shall obtain an independent audit if USDA Foods assistance received is more than \$500,000 during a fiscal year. The RA shall provide the SDA with a copy of the audit.

BUY AMERICAN

Purchase Requirements

When purchasing food products with Federal funds RAs shall, whenever possible, purchase only unmanufactured food products produced in the U.S. or a food product that is manufactured in the U.S.

EXCEPTIONS

The purchase requirements shall not apply in instances when the RA determines: (1) Recipients have unusual or ethnic preferences which can only be met through purchases of products not produced in the U.S.; (2) the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality; or (3) the costs of U.S. produced food products is significantly higher than foreign products.

CIVIL RIGHTS

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

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, at:

<https://www.ascr.usda.gov/sites/default/files/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf>

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

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
Fax: (833) 256-1665 or (202) 690-7442;
Email: program.intake@usda.gov

1. The "...Justice For All" (Poster #AD-475A Rev09/19) or approved substitute shall be prominently displayed by the RA.

2. The RA hereby agrees to comply with the following civil rights complaints procedure: Any person alleging discrimination on the basis of race, color, national origin, age, sex, or disability has the right to file a complaint within 180 days of the alleged discrimination action. The complaint may be written or oral and may be reported to the SDA or the Secretary of Agriculture, Washington, D.C.
3. The RA hereby agrees that it shall comply with Title VI of the Civil 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 Justice (28 CFR Parts 42 and 50) and the regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the program applicant received Federal financial assistance from the USDA; 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 sales and lease of 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 USDA.

This includes any Federal agreement, arrangement, or other contract that has, as one of its purposes, the provision of assistance such as USDA Foods, 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 SDA or, where applicable, RA, 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 USDA, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SDA or, where applicable, RA, its successors, transferee, and assignees as long as it receives assistance or retains possession of any assistance from the USDA. The person or persons whose signatures appear on page 3 of the Agreement are authorized to sign this assurance in the behalf of the program applicant.

Any RA that has failed to comply with the provisions outlined above, or any instructions or procedure issued in connection herewith, or any agreements entered into pursuant hereto, may, at the discretion of the SDA, be disqualified to further participate in any Food Distribution Program. Reinstatement may be at the option of the SDA. Either agency may terminate this Agreement in thirty (30) days by notice in writing of such termination.

FOOD DISTRIBUTION DIVISION CLAIMS POLICIES AND PROCEDURES

CARE OF USDA COMMODITIES

A RA is responsible for USDA Foods after taking possession of them, including transfers to a RA within a state contract warehouse. Each RA must take prudent and reasonable care of USDA Foods as follows:

ORDERING

RAs must order only quantities of USDA Foods that can be used and stored without waste and must have adequate storage facilities for food requested or accepted.

Except in unusual circumstances, RAs must not have more than a six-month supply of USDA Foods on hand at any time and must notify the Food Distribution Division promptly if supplies exceed this limit. RAs should calculate the number of months' supply by using previous rates of use. Additionally, school and childcare & adult centers that are closed during summer months should reduce inventory levels toward the end of the program year.

RECEIVING

RAs are encouraged to check temperatures of delivered USDA Foods and indicate on receiving documents if temperatures appear to exceed the following maximums:

ITEMS	TEMPERATURE
Freezer	-10 to 0°F
Cooler	35 to 40°F
Dry Storage	70°F

RAs must check each delivery carefully for possible shortages and damage before accepting USDA Foods. These checks must include inspections for rodent and insect infestations and disfigurements and discolorations. If any delivered USDA Foods is found to be out of condition, it must be segregated from other food. The recipient must:

1. Indicate on the receiving document the status of the out-of-condition USDA Foods,
2. Contact the local sanitarian to inspect and determine the disposition of the USDA Foods, and
3. Submit a Claim Determination Form to the Food Distribution Division to report the loss of donated USDA Foods. Any shortages found during the delivery check should be noted on the receiving documents.

COOLER/FREEZER CHECKS

RAs must check coolers/freezers every other day at a minimum, even during Summer vacation and holiday periods. Warehouses under contract with the Louisiana Department of Agriculture and Forestry must check coolers/freezers every day. The only allowable exception is if a RA or warehouse is not able to make cooler/freezer checks on weekends, in which case checks should be made late Friday afternoon and early Monday morning. It is recommended that agencies using refrigeration equipment with built in thermometers place additional thermometers inside coolers/freezers to further safeguard against excessive temperatures. Automated alarm systems may be used if they produce written records of temperature ranges and dates. State warehouses should record temperatures every day.

Automated alarm systems may be used if they produce documentation showing each time the acceptable range is exceeded. The acceptable range for freezers shall be zero degrees Fahrenheit or below, and the cooler standard range shall be 35 to 40 degrees Fahrenheit. Temperature logs produced by automated alarm systems must show the date and temperature range of the refrigeration unit monitored. Documentation is required each time the acceptable range is exceeded.

RAs that do not use automated alarm systems must maintain a log that shows the exact date and time of each check, the recorded temperature, and the signature and title of the person conducting the check (Attachment B). (Initials and/or abbreviations are not acceptable). RAs must submit the original temperature log for losses caused by equipment malfunction and any other losses in which the temperature maintained by the product would be relevant.

SUGGESTED STORAGE TEMPERATURES

All USDA Foods should be stored at proper temperatures as specified on USDA packaging, warehouse industry standards, fact sheets, specifications and/or LDAF guidance.

INSECT AND RODENT CONTROL

RAs must protect all donated USDA Foods from insect and rodent infestation, including fumigation and extermination as required. It is recommended that pest control be performed once a month at a minimum. Receipts should be on file and available for review.

There must be no external openings in the structure of the buildings in which USDA Foods are stored that would allow rodent and insect infestation. RAs must not store donated foods on floors or against walls of storage areas.

INVENTORIES

RAs must keep a perpetual inventory of donated USDA Foods at each site and central storage location. RAs must submit commodity inventory reports to the Food Distribution Area Field Supervisor by the 10th of the month following the month of inventory. Contract warehouses must submit USDA Foods inventory reports to the Food Distribution State Office by the 5th of the month following the month of inventory.

RAs must reconcile perpetual inventories with physical inventories monthly and must submit claim forms for the amount that inventory shortages exceed overages.

THEFT CONTROL

RAs must supply secure locks on buildings in which donated USDA Foods are stored and should lock freezers/coolers and other storage areas separately.

LOSSES

All losses of USDA Foods in Louisiana must be reported to the Food Distribution Division on a Claim Determination Form as follows: RAs on RACDF, **Attachment A**, by the 25th of the month following the month of the loss.

If the loss is a result of theft, the RA must have the appropriate law enforcement office investigate, and a copy of the officer's report must accompany the Claim Determination Form.

If the loss is due to infestation, spoilage, or damage, the RA must contact the local health department to inspect the USDA Foods. If the sanitarian determines that the USDA Foods are unfit for human consumption, the sanitarian will seize the USDA Foods through an Official Notice of Seizure, order destruction of the USDA Foods, and issue a Report on Destruction of Material. If the sanitarian determines that the USDA Foods are only out of condition, a RA may investigate selling the USDA Foods to a salvage company to reduce the cost of claims. The RA must contact the LDAF before the sale is completed.

Food Distribution Division representatives may certify that USDA Foods have been destroyed but only when sanitarians refuse to make this determination and then only for losses valued at less than \$100. The representatives will issue an Emergency Notice of Destruction of Material to RAs. Contact the Food Distribution Division for instructions concerning specific cases.

Losses involving refrigeration malfunctions must be accompanied by an original temperature log and repair or service bill or other suitable documentation that proves that negligence was not involved.

A RA will also be held liable for USDA Foods that are lost, infested, stolen, or damaged while in the possession of a carrier, warehouse, or other agency. The RA, in turn, should take action against its carrier, warehouse, caterer, or other agency to reclaim its losses. There should be a written agreement or contract between the RA and other agencies assigning responsibility for handling or storing donated USDA Foods.

If it is determined that the loss is due to:

1. negligence by the RA,
2. USDA Foods not being used in a timely manner (held over six months), or
3. the loss not properly documented, the RA will be held liable for the loss.

CLAIMS

A claim is any demand or basis for a demand for payment or for replacement of a lost USDA Foods. The original amount of the claim is the USDA Foods value at the time of the loss. Claims may be resolved by repayment, replacement, or establishing a repayment or replacement schedule as indicated below:

REPAYMENT

Repayment shall be made when replacement will result in future losses (i.e., if the original loss was due to excessive inventory levels, the lost USDA Foods shall not be replaced).

REPAYMENT OR REPLACEMENT SCHEDULE

At the option of the Food Distribution Division or the Regional Office, losses of entitlement items may be repaid either through in-kind, or similar replacement equal to the USDA value of the loss, or through cash payment to the Food Distribution Division. In-kind replacement is replacing lost food with the same item, for example, replacing donated all-purpose flour with purchased flour. Similar replacement uses food of the same food group, for example, replacing all-purpose flour with whole wheat flour or spaghetti. Contact the Food Distribution Division to determine what replacements are acceptable for specific losses.

PROCESSING CLAIMS

The Food Distribution Division will make a claim determination within 30 days of receipt of USDA Foods losses reported by the RA.

The Food Distribution Division shall take or recommend to RAs appropriate changes in policies, operating instructions, regulations, or agreements needed to eliminate losses.

The Food Distribution Division must pursue claims for losses valued at greater than \$500 and will pursue claims for lesser amounts that involve violation of Federal or State statutes. Additionally, the Food Distribution Division must transmit to the Regional Office all future claims against any agency that exceeds \$2,500 in losses in a fiscal year.

CORRECTIVE ACTION

Any agency that has a claim assessed against it for the loss of USDA Foods must take corrective action to prevent future losses simultaneously with the claim action.

RECORDS

All records and documentation of claims shall be retained for three years following the end of the Federal fiscal year in which the case was settled.

PENALTIES

Federal laws allow fines of up to \$10,000 and prison terms of up to five years for embezzlement, willful misapplication, theft, or fraud in the USDA Foods Program.

INFORMATION

Additional information or answers to questions may be obtained by contacting:

Food Distribution Division
Louisiana Department of Agriculture and Forestry
5825 Florida Boulevard Suite 4002
Baton Rouge, Louisiana 70806
Telephone (225) 922-1319



DONATED USDA FOODS - RE-DONATION STATEMENT

Attachment 2

DIRECTION

This form should be completed in triplicate at the time of re-donation of a USDA Foods to another eligible RA. Prior approval for a re-donation must be given by the Food Distribution Field Supervisor or Food Distribution Division as some categories of Recipient Agencies are not eligible for certain USDA Foods. The inventory of the RA must also be considered. Copies of the Re-donation Statement should be retained by both the donating and Receiving Agencies and the original should be sent to the Louisiana Department of Agriculture and Forestry's Food Distribution Division.

Name of Food Distribution Field Supervisor: _____

Date Approval Received: _____

The following donated food items have been re-donated:

USDA FOODS	QUANTITY

The reason for the redonation was:

Excessive inventory

Agency ceased participation in program on

Other (Explain): _____

Signature of Authorized Representative: _____

Donating Recipient Agency: _____

Date: _____

Signature of Authorized Representative: _____

Receiving Recipient Agency: _____

Date: _____



ENDING INVENTORY/RE-DONATION STATEMENT SUMMER FOOD SERVICE PROGRAM

Attachment 3

DIRECTIONS

Complete Part 1 or Part 2. Return to the State Office within thirty (30) days after the close of the program.

PART 1

I have no donated USDA Foods inventory at the close of the program.

Name of the SFSP Agency: _____ Date: _____

Signature of Authorized Representative: _____ Title: _____

PART 2

Prior approval for a re-donation of USDA Foods to another eligible RA must be given by the Food Distribution Division Field Supervisor. This form must be completed in triplicate at the time of re-donation. Copies of the Ending Inventory Statement must be retained by both the donating and receiving agencies and the original should be sent to the Louisiana Department of Agriculture and Forestry's Food Distribution Division at mthomas@ldaf.state.la.us.

Name of Food Distribution Field Supervisor: _____

Name of Approved Receiving Agency: _____

Date Approval Received: _____

The following donated USDA Foods items have been re-donated:

USDA Foods	QUANTITY

Signature of Authorized Representative: _____

Donating Recipient Agency: _____

Date: _____

Signature of Authorized Representative: _____

Receiving Recipient Agency: _____

Date: _____



RECIPIENT AGENCY CLAIM DETERMINATION FORM

ATTACHMENT A

MANDATORY RACDF _____ CLAIM NUMBER (STATE USE ONLY) _____

NAME OF RECIPIENT AGENCY: _____ DATE OF LOSS: _____

ADDRESS: _____

USDA FOOD ITEM	UNIT SIZE	USDA VALUE PER UNIT AT TIME OF LOSS	NUMBER OF UNITS LOST	TOTAL USDA VALUE	PACKING DATE ON CONTAINER	DATE FOOD RECEIVED AT SITE	CONTRACT OR PLANT NUMBER ON CONTAINER	ORDER NUMBER AND DATE	WAREHOUSE FROM WHICH FOOD RECEIVED	DATE FOOD PICKED UP OR DELIVERED TO RECIPIENT AGENCY	LDAF LOT NUMBER	REASON FOR LOSS