

**FOOD DISTRIBUTION DIVISION**

**APPLICATION/ AGREEMENT**

**FOR DISTRIBUTION AND USE OF DONATED FOOD COMMODITIES**  
**SUMMER FOOD SERVICE PROGRAM**

Directions: (1) This Application, Order Information Form and Agreement (**pages 1-3**) **must be completed, signed and returned to the Louisiana Department of Agriculture and Forestry, Food Distribution Division. 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.

NAME OF SPONSOR: \_\_\_\_\_

SPONSOR'S MAILING ADDRESS: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PARISH: \_\_\_\_\_

SPONSOR'S TELEPHONE NUMBER: ( \_\_\_\_\_ ) \_\_\_\_\_ FAX: ( \_\_\_\_\_ ) \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

PLEASE COMPLETE THE FOLLOWING:

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1. Beginning and Ending dates of operations of the Summer Food Service Program:

FROM: \_\_\_\_\_ DATES TO: \_\_\_\_\_

2. Has the sponsor employed or contracted for 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 commodity assistance under this program**

3. Did your agency receive \$500,000 or more to federal assistance either directly from the federal government or passed through a state agency during the period July 1, 2023 through June 30, 2024?  
( \_\_\_\_\_ ) YES ( \_\_\_\_\_ ) NO

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 Food Commodities shall be effective on the date approved by the Director of the Food Distribution Division.

Complete Below:	FOR STATE USE ONLY
RECEIPIENT AGENCY:	DISTRIBUTING AGENCY: <b>Louisiana Department of Agriculture and Forestry</b>
<b>PRINT NAME OF AUTHORIZED PERSON FOR SUMMER FOOD SERVICE PROGRAM</b>	Mack Williams, Director of Distribution Program
SIGNATURE:	SIGNATURE:
DATE:	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, 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 food commodities, and the maintenance of all required records and reports incident thereto until such time as the Recipient Agency 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:** \_\_\_\_\_

**ORDER INFORMATION**

SUMMER FOOD SERVICE PROGRAM

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

**Month (Check one)**

June

July

August

You have until the **last working day of the calendar month checked above to pick up your donated foods** at the warehouse. You will be responsible for storage costs after the last working day of the month, if commodities are not picked up. You will receive the warehouse address and telephone number at the time you receive your Order Acknowledgement. Contact the warehouse at least 24 hours prior to the time you plan to pick up your commodities. 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: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ PARISH: \_\_\_\_\_

NAME & TITLE OF CONTACT PERSON: \_\_\_\_\_

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ FAX(\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ PARISH: \_\_\_\_\_

BEGINNING DATE OF SFSP: \_\_\_\_\_ TOTAL NUMBER OF SITES: \_\_\_\_\_

Mail Order Acknowledgement to the 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 FOOD COMMODITIES  
SUMMER FOOD SERVICE PROGRAM

The above nonprofit sponsor of a Summer Food Service Program (herein referred to as Recipient Agency) hereby makes application to receive United States Department of Agriculture (herein referred to as USDA) donated food commodities 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 Distributing Agency), to allocate to this Recipient Agency selected USDA donated food commodities that have been ordered for the number of eligible recipients. After approval, this agreement shall be in effect for the 2020 program period or until terminated as provided herein.

The undersigned agree to the following terms and conditions:

**REQUIREMENTS FOR PARTICIPATION**

1. The Recipient Agency is a nonprofit organization approved by the Louisiana State Department of Education to participate in the Summer Food Service Program.
2. The Recipient Agency shall provide a regular meal service, and the meals shall be served at the approved site(s). Commodity foods shall not be redistributed to the participants by the Recipient Agency in the forms donated, and participants shall not prepare meals on an individual basis.
3. The Recipient Agency 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 commodity 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 Recipient Agency shall make provisions to inventory the USDA donated food commodities in its possession. If the sponsor of the program is other than a parish school board, the commodities 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 commodities are released to the school board, and a copy shall be returned to the Distributing Agency within thirty (30) days after the close of the Recipient Agency's program. Should the school board be unable to accept the re-donation, the Distributing Agency shall be contacted for further instructions. If the Recipient Agency has no remaining USDA donated food 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 Distributing Agency within thirty (30) days after the close of the Recipient Agency'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 food commodities shall be incurred by the respective Recipient Agency.

**ADDENDUM**  
**FOR DISTRIBUTION AND USE OF DONATED FOOD COMMODITIES**  
**FOR ALL RECIPIENT AGENCIES**

The Recipient Agency 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 commodities shall be provided by the Recipient Agency and shall be such as to properly safeguard commodities against theft, spoilage, infestation, damage, and other losses.
- 2) The Recipient Agency should secure content insurance to cover such commodity losses from fire, theft, and water damage.

**REVIEWS**

- 1) Representatives of the Distributing Agency, USDA FNS, the General Accounting Office, Food and Drug Administration, public health officials, and other relevant officials may inspect the site(s) where the commodities are stored and the facilities used in the handling and storage of such commodities; may inspect and audit all records, including financial records and reports pertaining to the distribution of commodities; 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 Recipient Agency 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 Distributing Agency.

**ORDERING AND INVOICING**

- 1) As USDA donated foods become available for donation, the Distributing Agency shall notify the Recipient Agency regarding the commodities available, and any special terms and conditions of donation and distribution attached to any or all USDA donated foods.
- 2) Available donated foods shall be requested by the Recipient Agency by completing the required order forms. 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 Recipient Agency 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 Distributing Agency shall order and allocate donated foods for the Recipient Agency based on the approved order form(s) of the Recipient Agency, its prorata share, and the availability at the warehouse. The allocation shall be provided to the Recipient Agency through the use of an Order Acknowledgement form.

- 6) Once commodities have been allocated to the Recipient Agency, the Recipient Agency shall make arrangements to receive its commodities by the designated pickup date on the Order Acknowledgement form, as there shall be no cancellation of the Order Acknowledgement form. The Recipient Agency must call the warehouse and make an appointment for pickup at least 24 hours in advance. If commodities are not picked up by the designated pickup date on the Order Acknowledgement form, the Recipient Agency shall make provisions to properly store commodities at an appropriate facility and shall be subsequently billed (if applicable) for storage by that facility; however, failure to make any provisions to store commodities after the designated pickup date on the Order Acknowledgement form shall result in the automatic receipt by the Recipient Agency of a bill from the warehouse from which the commodities are allocated for storage charges incurred. The Distributing Agency shall not accept a re-donation under any circumstance.
- 7) Upon receipt of the Order Acknowledgement form from the Distributing Agency, it is the responsibility of the Recipient Agency to check the Order Acknowledgement form against the Tentative Order for errors.
- 8) Donated commodities allocated for a specific program category shall be used only in connection with the approved program operation of the Recipient Agency solely for the benefit of eligible persons served or assisted by the Recipient Agency or for redistribution in accordance with the instructions of the Distributing Agency.

## RECORDS

- 1) The Recipient Agency shall maintain accurate records pertaining to all transactions relating to the receipt and disposal of donated food commodities. All records pertaining to the Food Distribution Program shall be retained by the Recipient Agency for a period of three (3) years from the end of the Federal fiscal year to which the records pertains, 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 Distributing Agency shall be kept on file at the Recipient Agency's office. (Summer Camps for Children shall maintain a copy of the agreement at the camp site.)
- 3) The Recipient Agency should return one copy of the Pick Ticket to the Distributing Agency only if there is a problem with the count or condition of the commodities at the time of receipt. Such problems should be noted on the Pick Ticket and a copy is to be submitted to the Distributing Agency within five (5) days of receipt of the commodities.
- 4) The Recipient Agency shall maintain a Perpetual Inventory (**Attachment 1**) of all USDA donated food commodities stored in any type of central facility and at each site.

## TRANSFER AND DISPOSITION

- 1) Commodities shall not be sold, exchanged, transferred, or otherwise disposed of, without the approval of the Distributing Agency. 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 Distributing Agency is granted for the transfer of commodities 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 Distributing Agency prior to any transfer of USDA donated commodities.
- 2) Whenever a Recipient Agency has commodities in its possession that cannot be efficiently used, it shall immediately make a request to the Distributing Agency for instructions as to the disposition of such commodities. The Recipient Agency shall be responsible for all costs incurred in transferring these commodities.
- 3) The Recipient Agency shall complete a Re-donation Statement (**Attachment 3**) at the time of re-donation of a commodity item to another eligible recipient agency. The Recipient Agency shall follow re-donation procedures established by the Distributing Agency. Failure to comply may result in a claim being established against the Recipient Agency.
- 4) The Recipient Agency shall comply with the provisions of the Louisiana Food Distribution Division policy, Claims for Losses of USDA Donated Food, dated April 1998 if applicable (Attachment 2).
- 5) Should the Recipient Agency cease participation in the Food Distribution Program, or no longer meet the Requirements for Participation, provision shall be made by the Recipient Agency to inventory all USDA donated food commodities in its possession and immediately contact the Distributing Agency for instructions to transfer the donated food to an approved Recipient Agency. Any costs in transferring the donated food commodities shall be incurred by the respective recipient agencies. Failure to comply may result in a claim being established against the Recipient Agency.

## AUDITS

The Recipient Agency shall obtain an independent audit if commodity assistance received is more than \$500,000 during a fiscal year. The Recipient Agency shall provide the Distributing Agency with a copy of the audit.

## BUY AMERICAN

### Purchase Requirements

When purchasing food products with Federal funds recipient agencies 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 recipient agency 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, audiotope, 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](mailto:program.intake@usda.gov).

1. The "...Justice For All" (Poster #AD-475A Rev09/19) or approved substitute shall be prominently displayed by the Recipient Agency.
2. The Recipient Agency 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 Distributing Agency or the Secretary of Agriculture, Washington, D.C.
3. The Recipient Agency 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.

## CIVIL RIGHTS continued

This includes any Federal agreement, arrangement, or other contract that 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 Distributing Agency or, where applicable, 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 USDA, 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, 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 Recipient Agency 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 Distributing Agency, be disqualified to further participate in any Food Distribution Program. Reinstatement may be at the option of the Distributing Agency. Either agency may terminate this Agreement in thirty (30) days by notice in writing of such termination.



LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY  
FOOD DISTRIBUTION DIVISION  
**EXAMPLE PERPETUAL INVENTORY RECORD**

SUMMER FOOD SERVICE PROGRAM

Donated

Food Item: Cheese, Processed

Unit Size: 6 / 5# Loaves

Transaction Recorded by NAME	DATE	RECORD OF ACTION	QUANTITY OF FOOD  (Cases, cans, pounds, etc.)		
			RECEIVED	WITHDRAWN	BALANCE
"tea, Ante	June 1	Beginning Balance			-0-
S.S.	2	Picked up –Warehouse Ackn#	4 cases	-0-	4 cases
S.S.	3	To Kitchen		5#	3 cases + 25#
8,,,,Totia	4	To Kitchen		10#	3 cases + 15#
S.S.	5	To Kitchen		10#	3 cases + 5#
gat .6m.,	8	To Kitchen		5#	3 cases
gat .54,,...	9	To Kitchen		5#	2 cases + 25#
,O),;€ .640	10	To Kitchen		15#	2 cases + 10#
,0,€ .6,,,,Ag0	11	To Kitchen		5#	2 cases + 5#
1-4074' Z2e-e	12	Condemned-molded Reported on CDF		1 case	1 case
8,,,,Totia	15	To Kitchen		5#	25#
8,,,,Totia	16	To Kitchen		10#	15#
	17				

**CLAIMS POLICIES AND PROCEDURES  
LOUISIANA FOOD DISTRIBUTION DIVISION**

CARE OF USDA COMMODITIES

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

Ordering

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

Except in unusual circumstances, recipient agencies must not have more than a six-month supply of commodities on hand at any time and must notify the Food Distribution Division promptly if supplies exceed this limit. Recipient agencies 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

Recipient agencies are encouraged to check temperatures of delivered commodities and indicate on receiving documents if temperatures appear to exceed the following maximums:

<u>Items</u>	<u>Temperature</u>
Freezer	-10 to 0°F
Cooler	35 to 40°F
Dry Storage	70°F

Recipient agencies must check each delivery carefully for possible shortages and damage before accepting commodities. These checks must include inspections for rodent and insect infestations and disfigurements and discolorations. If any delivered food 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 food, (2) contact the local sanitarian to inspect and determine the disposition of the food, and (3) submit a Claim Determination Form to the Food Distribution Division to report the loss of donated food. Any shortages found during the delivery check should be noted on the receiving documents.

## Cooler/Freezer Checks

Recipient agencies 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 recipient agency 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.

Recipient agencies 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). Recipient agencies 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

Recipient agencies must protect all USDA donated commodities 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 foods are stored that would allow rodent and insect infestation.

Recipient agencies must not store donated foods on floors or against walls of storage areas.

## Inventories

Recipient agencies must keep a perpetual inventory of USDA donated commodities at each site and central storage location. Recipient agencies 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 commodity inventory reports to the Food Distribution State Office by the 5th of the month following the month of inventory.

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

## Theft Control

Recipient agencies must supply secure locks on buildings in which donated commodities are stored and should lock freezers/coolers and other storage areas separately.

## Losses

All losses of USDA commodities in Louisiana must be reported to the Food Distribution Division on a Claim Determination Form as follows: recipient agencies 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 recipient agency 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 recipient agency must contact the local health department to inspect the commodity. If the sanitarian determines that the commodities are unfit for human consumption, the sanitarian will seize the commodity through an Official Notice of Seizure, order destruction of the commodity, and issue a Report on Destruction of Material. If the sanitarian determines that the commodities are only out of condition, a recipient agency may investigate selling the commodities to a salvage company to reduce the cost of claims. The Recipient Agency must contact the LDAF before the sale is completed.

Food Distribution Division representatives may certify that 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 recipient agencies. 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 recipient agency will also be held liable for commodities that are lost, infested, stolen, or damaged while in the possession of a carrier, warehouse, or other agency. The recipient agency, 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 recipient agency and other agencies assigning responsibility for handling or storing donated foods.

If it is determined that the loss is due to: (1) negligence by the recipient agency, (2) commodities not being used in a timely manner (held over six months), or (3) the loss not properly documented, the recipient agency 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 commodity. The original amount of the claim is the USDA value of the commodity 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 food 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 commodity losses reported by the recipient agency.

The Food Distribution Division shall take or recommend to recipient agencies 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 commodities 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 Commodity Distribution 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





LOUISIANA DEPARTMENT OF AGRICULTURE & FORESTRY  
Food Distribution Division

**DONATED FOOD COMMODITY  
REDONATION STATEMENT**

**DIRECTIONS:** This form should be completed in triplicate at the time of redonation of a commodity item to another eligible recipient agency. Prior approval for a redonation must be given by the Food Distribution Field Supervisor or Food Distribution Division as some categories of recipient agencies are not eligible for certain commodity items. The inventory of the recipient agency must also be considered. Copies of the Redonation 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 redonated:

COMMODITY ITEM QUANTITY

The reason for the redonation was:


- Excessive inventory
- Agency ceased participation in program on \_\_\_\_\_ .
- Other. Explain \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Donating Recipient Agency \_\_\_\_\_

Receiving Recipient Agency \_\_\_\_\_

Date \_\_\_\_\_  
FD-SFSP

Date \_\_\_\_\_

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY  
FOOD DISTRIBUTION DIVISION

**ENDING INVENTORY / REDONATION STATEMENT**

**SUMMER FOOD SERVICE PROGRAM**

**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 food inventory at the close of the program.

\_\_\_\_\_  
Name of the SFSP Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

**PART 2.**

**DIRECTIONS:** Prior approval for a redonation of a commodity item to another eligible recipient agency must be given by the Food Distribution Division Field Supervisor. This form must be completed in triplicate at the time of redonation. 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.

Name of Food Distribution Field Supervisor: \_\_\_\_\_

Name of Approved Receiving Agency: \_\_\_\_\_

Date Approval Received: \_\_\_\_\_

The following donated food items have been redonated:

COMMODITY ITEM

QUANTITY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Donating SFSP Agency

\_\_\_\_\_  
Receiving Recipient Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT A

MANDATORY

RACDF \_\_\_\_\_

4/98 rev 3/15

Claim Number

(State use only)

LOUISIANA DEPARTMENT OF AGRICULTURE AND FORESTRY  
 FOOD DISTRIBUTION DIVISION  
**RECIPIENT AGENCY CLAIM DETERMINATION FORM**

NAME OF RECIPIENT AGENCY \_\_\_\_\_ DATE OF LOSS \_\_\_\_\_

ADDRESS : \_\_\_\_\_

NAME OF SITE WHERE LOSS OCCURRED \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13
USDA FOOD ITEM	UNIT SIZE	USDA VALUE PER UNIT AT TIME OF LOSS	NUMBER OF UNITS LOST	TOTAL USDA VALUE	PACKING DATE ON CONTAIN ER	DATE FOOD RECEIVED AT SITE	CONTRACT OR PLANT NUMBER ON CONTAINER	ORDER NUMBER AND DATE	WARE HOUSE FROM WHICH FOOD RECEI VED	DATE FOOD PICKED UP OR DELIVERED TO RECIPEINT AGENCY	LDAF LOT NUMB ER	REASON FOR LOSS