

02-5-4

2002-0164

**INTRODUCED BY: ALBERT LALQUE, PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)**

ORDINANCE NO. 02-5-4

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the Department of Education for a Summer Food Service Program from June 10, 2002 through July 18, 2002.

WHEREAS, any child eighteen (18) years of age or younger or person over eighteen (18) who has been determined by the State to be mentally or physically handicapped and is enrolled in a public or private non-profit program is eligible to participate in the Louisiana Department of Education Summer Food Service Program; and,

WHEREAS, children at each site will be served the same meal at no charge regardless of race, color, handicap, sex, or national origin.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in order to carry out the purpose of Section 13 of the National School Lunch Act, as amended, and the regulations governing the Summer Food Service Program Issued, the Louisiana Department of Education, Bureau of Food and Nutrition Services, and St. Charles Parish have agreed to contract to provide services for the 2002 Summer Food Service Program.

NOW, THEREFORE BE IT ORDAINED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do here approve and authorize the execution of and Agreement between St. Charles Parish Department of Community Services and the Louisiana Department of Education for a Summer Food Service Program from June 10, 2002 through July 18, 2002.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 6th day of May, 2002, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN. *Clayton Fauchoux*
SECRETARY: *Barbara J. Jant*
DLVD/PARISH PRESIDENT: *May 7, 2002*
APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT. *Albert Lalque*
RETD/SECRETARY. *May 7, 2002*
AT: *3:30 pm* RECD BY *[Signature]*



STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
POST OFFICE BOX 94064, BATON ROUGE, LOUISIANA 70804-9064
<http://www.doe.state.la.us>
1-877-453-2721

STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
CHILD NUTRITION PROGRAM
AGREEMENT

BE IT KNOWN, that on this _____ day of _____, 20____, the Department of Education, Office of School and Community Support, Division of Nutrition Assistance, P.O. Box 44064, Baton Rouge, LA 70804-9064, of the State of Louisiana (hereinafter sometimes referred to as "LDE") and (Institution's name and address including zip code) (hereinafter referred to as "Institution") do hereby enter into agreement with funds provided by the National School Lunch Act (NSLA) and the Child Nutrition Act (CNA), as amended, and as administered by the United States Department of Agriculture (USDA) through the Child Nutrition Programs (CNP) consisting of :

CDEA

- School Breakfast Program (SBP), 7 CFR Part 220
10.553
- National School Lunch Program (NSLP), 7 CFR Part 210
10.555
- After School Snacks in the National School Lunch Program, 7 CFR Part 210
10.555
- Special Milk Program (SMP), 7 CFR Part 215 10.556
- Child and Adult Care Food Program (CAAFP), 7 CFR Part 226 10.558
- Summer Food Service Program (SFSP), 7 CFR Part 225 10.559
- Family Day Care Home Program (FDCH), 7 CFR Part 226 10.558

This agreement establishes or continues the rights and responsibilities of LDE and the Institution pursuant to the Institution's participation in one or more of the above named programs as stipulated herein. If this agreement continues an existing agreement, all existing terms, conditions, liabilities and obligations of the parties under the prior agreement remain in full force and effect, except to the extent that those terms, conditions, liabilities, and obligations conflict with this agreement, in which case this agreement takes precedence.

By signing this agreement, both parties are bound by its terms and conditions from its beginning effective date, or the beginning effective date of any prior agreements continued by this agreement, until terminated in accordance with this agreement.

I.

MUTUAL AGREEMENTS

The Parties mutually agree on the following:

- A. If the Institution fails to provide services in accordance with the provisions of this agreement, LDE may, upon written notice of default to the Institution, immediately terminate the whole or any part of this agreement, including refusal to pay claims for reimbursement, and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this agreement.
- B. If Federal or State laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this agreement then, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interest or obligations, including audit findings, incurred up to the date of termination
- C. This agreement may be canceled by mutual consent. However, if such mutual consent cannot be attained, then and in that event, either party to this agreement may consider it to be canceled without cause by giving thirty (30) days notice in writing to the other party and this agreement shall thereupon be canceled upon the expiration of such thirty (30) day period. Nothing in this paragraph shall be construed to prohibit immediate cancellation pursuant to above paragraphs A and/or B.

II.

INSTITUTION PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A. The Institution will comply with the applicable regulations for its designated program, as well as 7 CFR Parts 245 and 250, as amended; the Uniform Federal Assistance Regulations (7 CFR, Part 3015 as amended), the Uniform Administrative Requirements (7 CFR Parts 3016 and 3019), Financial Management Instructions (796-1, 796-2, 796-4), as applicable, all USDA instructions and policies, Office of Management and Budget Circulars (A-87, A-110, A-122, A-133), as applicable, Contract Cost Principles and Procedures (48 CFR Part 31), Federal Administrative Regulations 31.205-46, and Audits of State, Local Governments, and Non-Profit Organizations (7 CFR 3052, as amended), Louisiana Revised Statutes 24:513 State Audit Requirements, State laws, policies and procedures as issued in Bulletin 1196 and SFSP Financial Management Guidance, as applicable and as amended by LDE. The Institution further agrees to perform as described in its application (including its Policy statement and supporting documents, and approved amendments to the application) for participation in the designated program.
- B. The Institution accepts final administrative and financial responsibilities for food service operations in each school, summer feeding site, and child and/ or adult care facility, hereinafter referred to as a site, operated or sponsored by the Institution. The responsibility includes any audit exceptions or payment deficiency in the program covered by this agreement, and all subcontracts hereunder, which are found after monitoring or auditing by LDE or USDA and will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.

- C. The Institution submits for LDE approval only those applications for sites which have delegated the authority for the administration of food service operations to the Institution or which have executed subagreements with the Institution for the administration of food services operations.
- D. The Institution participating in the NSLP agrees to the following:
 - 1. The official signing the Claim for Reimbursement will be responsible for reviewing and analyzing meal counts to ensure accuracy and compliance with Federal regulations;
 - 2. To enter into an agreement to receive donated foods as required by Federal regulations, and
 - 3. To price lunch as a unit
- E. Institutions participating in the CACFP provide or accept responsibility for the provision of Health and Hospitals Licensing or Child Protective Services staff, any suspected violations of Louisiana Department of Social Services Licensing standards or suspected abuse of children in sponsored centers or homes
- F. Institutions participating in the SFSP agree to the following:
 - 1. No charge to children,
 - 2. Specified meal times;
 - 3. Meals served as a unit; and
 - 4. Have direct operational control over all sites under the SFSP

III.

RECORD KEEPING

- A. The Institution will keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by LDE. The records and documents will be kept for a minimum of three (3) years after the termination of the Federal fiscal year for the relevant program. If any litigation, claim, or audit involving these records begins before such period expires, the Institution will keep the records and documents for not less than three (3) years after all litigation, claims or audit findings are resolved. A case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between LDE and the Institution. The Institution will keep records of non-expendable property acquired under the agreement for three (3) years after final disposition of the property
- B. The Institution and its subcontractor will allow LDE and USDA officials and other appropriate officials determined by LDE to inspect facilities and records and to audit, examine, and copy records at any reasonable time. This includes access to all records of costs paid, even in part, by LDE.
- C. The Institution and its subcontractors will establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting the Department's right of access to recipient case records or other information relating to clients served under this agreement.

IV.

CIVIL RIGHTS POLICY COMPLIANCE

SFSP 2002 Agreement
Revised 3/4/2002

- A. The Institution agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Services (FNS) directives or regulations issued pursuant to the act and the regulations. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), the Americans with Disabilities Act of 1990 (Public Law 101-336), Title IX of the Education Amendments of 1972 (7 CFR Part 15a), the Age Discrimination Act of 1975 (Public Law 94-135), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. The Institution agrees that no person shall, on the grounds of race, color, national origin, gender or disability, be excluded from participation in, or denied any service or other benefits provided by Federal and/or State funding, or otherwise be subjected to discrimination.

The Institution hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

- B. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the program applicant by LDE. This includes any Federal agreement, arrangement, or other agreement which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representation and agreements made in this assurance
- C. The Institution agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized LDE, USDA and FNS personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, LDE, USDA and FNS have the right to seek judicial enforcement of this assurance. This assurance is binding on the Institution, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from LDE. The person whose signature appears on this agreement is authorized to sign this assurance on the behalf of the Institution.
- D. A religious or charitable organization is eligible to be a Institution on the same basis as any other private organization. The Institution retains its independence from State and local governments, including the Institution's control over the definition, development, practice, and expression of its charitable or religious beliefs. Except as provided by Federal law, LDE shall not interpret this agreement to require a charitable or religious organization to alter its form of internal governance or remove religious art, icons, scripture, or other symbols. Furthermore, if a religious or charitable organization segregates the government funds provided under the agreement, then only the financial assistance provided by these funds will be subject to audit. However, neither LDE's selection of a charitable or faith-based Institution of services nor the expenditure of funds under this agreement is an endorsement of the Institution's charitable or religious character, practices, or expression. The purpose of this agreement is the provision of services; no State expenditures have as their objective the funding of sectarian worship, instructions, or proselytization.

Section 104 of The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 42 U.S.C. § 604a, sets forth certain additional rights and responsibilities for charitable and faith-based providers of services, certain additional rights of assisted individuals, and certain additional

SFSP 2002 Agreement
Revised 3/4/2002

responsibilities of LDE to these providers and assisted individuals This agreement is subject to those additional rights and responsibilities.

V.

LDE CLAIMS PAYMENT

- A. LDE will, subject to the State and Federal appropriation and availability to LDE of sufficient funds for the applicable program, make program payment to the Institution in accordance with the terms of this agreement. No reimbursement shall be made for performance under this agreement occurring prior to (a) the beginning effective date of this agreement or (b) a later date established by LDE based on the date of receipt of a fully executed copy of this agreement.
- B. Any payments owing to the Institution under this agreement will be applied toward elimination of the Institution's indebtedness to the State, until the indebtedness or delinquency is paid in full. This clause does not apply if Federal law requires payment to be made to the Institution for goods and services provided in support of any of the USDA child and adult nutrition programs, and may not apply if Federal law conditions the receipt of the money for these goods or services to the State on the basis of payment being made to the Institution.

VI.

IMMIGRATION

The Institution agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this agreement.

VII.

CERTIFICATION

- A. Regarding Debarment, Suspension, Ineligibility, or Voluntary Exclusion For Covered Contracts - The Institution certifies, by execution of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this agreement by any Federal department or Institution or by the State of Louisiana. By making this certification the Institution agrees to the following terms:
1. The above certification is a material representation of fact upon which reliance was based when this agreement was entered into. If it is later determined that the Institution knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the Department of Health and Human Services, United States Department of Agriculture or other Federal department or Institution, or the Louisiana Department of Human Services may pursue available remedies, including suspension and/or debarment.
 2. The Institution shall provide immediate written notice to the person for which this certification is submitted if at any time the Institution learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

SFSP 2002 Agreement
Revised 3/4/2002

3. The words "covered contract," "debarred," "suspended," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of Federal rules implementing Executive Order 12549. Usage is defined in the attachment.
 4. The Institution agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other Federal department or Institution, and/or the Louisiana Department of Education, as applicable.
 5. The Institution further agrees by submitting this certification that it will include all information provided by LDE regarding Form 2046 titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in all solicitation for all covered subcontracts.
 6. An Institution may rely upon a certification of a subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. An Institution must, at a minimum, obtain certificates from its covered subcontractor upon each subcontractor's initiation and upon each renewal.
 7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a Institution is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 8. Expect for contracts authorized under paragraph 4 of these terms, if a Institution in a covered contract knowingly enter into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, Department of Health and Human Services, United States Department of Agriculture, or other Federal department or Institution, as applicable, and/or LDE may pursue available remedies, including suspension and/or debarment.
- B Regarding Federal Lobbying – This certification applies only to this agreement and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Institution certifies, to the best of his or her knowledge and belief, that: no federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Institution, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Institution, a member of

SFSP 2002 Agreement
Revised 3/4/2002

Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

The Institution shall require that the language of this certification be included in the award document for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients shall certify and disclose accordingly.

- C. The Institution certifies that if it is a corporation, it is either a for-profit corporation that is not delinquent in its franchise tax payments to the State of Louisiana, or is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Louisiana.
- D. The Institution certifies that all information submitted pursuant to this agreement is true and correct. The Institution understands that the deliberate misrepresentation or withholding of information is a violation of this agreement and may result in prosecution under applicable State and Federal statutes.
- E. Under Section 231 006, Family Code, the vendor or applicant certifies that the individual or business entity named in this agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate.

F Collection Fees

Louisiana Department of Justice (DOJ)

All unpaid financial obligations that are assessed to a Child Nutrition Program (CNP) Institution by the Louisiana Department of Education (LDE), Division of Nutrition Assistance (DNA) through a Notice of Proposed Action (NPA) will be referred to the Louisiana DOJ for collection, unless a satisfactory repayment schedule has been approved by the DNA and payments are current.

All accounts referred to the Louisiana DOJ Collection Section shall be subject to collection fees of thirty-three and one-third per cent (33 1/3%) in addition to the unpaid obligation due at the time of payment.

Once referral of an unpaid obligation is made to the Louisiana DOJ, there will be no negotiation with the DNA; all future correspondence related to the unpaid obligation will be with the Louisiana DOJ Collections Section.

G Electronic Submissions

The institution certifies that any and all claims for reimbursement or other program documents electronically submitted under the user identification for the aforementioned Institution are submitted by an Institution employee authorized by the Institution administrator. To ensure the integrity of the secured user identification assigned to the Institution, it is understood that it is the Institution's responsibility to protect the integrity of the password used with the user identification to access LDE's CNP electronic applications. The Institution further certifies that an Institution's representative created the password. It is understood that it is the Institution's privilege to change this password at any time and it is the Institution's responsibility to change it if the Institution suspects the integrity of the password has been compromised.

SFSP 2002 Agreement
Revised 3/4/2002

It is understood that the Institution is responsible for any and all requests for funding submitted through CNP's electronic application under the assigned user identification issued to the Institution, and, should the Institution receive any payment from LDE that has not been authorized by the Institution as being true, correct and valid in all respects, the amount of said payment, will be returned to LDE within three (3) business days of receipt.

It is further understood that the Institution will be fully responsible for any excess amounts, which may result from erroneous or neglectful reporting herein, and that deliberate misrepresentation or withholding of information may result in prosecution under applicable State and Federal Statutes.

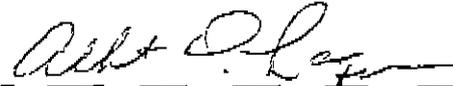
IX.

EFFECTIVE DATE AND SIGNATURES

The parties hereto in their capacities stated, affix their signatures and bind themselves for the faithful performance of the terms of this agreement pursuant to participation in the following program or programs:

I certify that the information on this form, subsequent attachments and related electronic submissions under the LDE's CNP electronic applications is true and correct to the best of my knowledge. I understand that this information is being given in connection with the receipt of Federal funds and that deliberate misrepresentation may subject me to prosecution under applicable State and Federal criminal statutes.

St. Charles Parish Department
of Community Services
Name of Contracting Organization
(Please print or type)


Signature of Chairman of the Board of
Directors, Superintendent, or other official
who has been authorized to sign
agreements on behalf of the Institution.

5/7/02
Date

Albert D. Laque
Name of Official Signing
(Please print or type)

Parish President
Title of Official
(Please print or type)

LOUISIANA DEPARTMENT OF EDUCATION

Effective from _____ until terminated,
Date

By: _____
LDE Representative

Date: _____