

2009-0163

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)**

ORDINANCE NO. 09-5-7

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Council and the Department of Education for a Summer Food Service Program from June 08, 2009 through July 16, 2009.

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; and,

WHEREAS, 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, Division of Nutrition Services, and St. Charles Parish have agreed to contract to provide services for the Summer Food Service Program.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the State of Louisiana, Department of Education Child Nutrition Program Agreement between the Department of Education, Division of Nutrition Assistance of the State of Louisiana and St. Charles Parish Council is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish Council.

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

- YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS
- NAYS: NONE
- ABSENT: NONE

And the ordinance was declared adopted this 4th day of May, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Tyrell*

SECRETARY: *Paulina Sarah Tucker*

DLVD/PARISH PRESIDENT: *May 5, 2009*

APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: *May 6, 2009*

AT *8:55am* RECD BY *[Signature]*



**CHILD NUTRITION PROGRAM
AGREEMENT PACKET**



LOUISIANA DEPARTMENT OF EDUCATION

**PAUL G. PASTOREK
STATE SUPERINTENDENT OF EDUCATION**

2009

Enclosed is the Agreement (Part One) to access the Online contract for the Summer Food Service Program (SFSP). Check to ensure that all required documents and information are attached before returning to the State Agency. Your cooperation in this matter will ensure prompt service. **DO NOT MAIL UNLESS** all required information is enclosed. You will not be allowed to access the Online Application until all documents have been received by the State Agency and completed as instructed. Any incomplete and/or improperly documented agreements will be returned.

NAME OF SPONSORING ORGANIZATION: St. Charles Parish Council
(Same name as 501 (c) (3) tax exempt letter)

CONTENTS	✓	COMMENTS
Agreement SFSP	✓	
Non-Profit Organizations(501(c) (3) tax exempt letter) (New Organizations Only)		
Form W-9: Request for Taxpayer Identification Number and Certification (New Organizations Only)		
Contracts greater than \$100,000		
Contracts with Food Service Management Company or School Food Authority		



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For additional information, please contact Judy Stracener, Office of School and Community Support, Division of Nutrition Assistance at (225) 342-3720, Judy.Stracener@la.gov.

This public document was printed at a cost of \$210.00. One hundred copies (100) of this document were printed in this fifth printing at a cost of \$70.00. The total cost for the printing of this document, including reprints was \$210.00. This document was printed by the Louisiana Department of Education, Office of School and Community Support, Division of Nutrition Assistance; P.O. Box 94064; Baton Rouge, LA 70804-9064. This material was printed in accordance with the standards for printing by State Agencies established pursuant to R.S. 43:31.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer.

The Louisiana Department of Education (LDE) does not discriminate on the basis of sex in any of the education programs or activities that it operates, including employment and admission related to such programs and activities. The LDE is required by Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations not to engage in such discrimination. LDE's Title IX Coord. is Patrick Weaver, Deputy Undersecretary, LDE, Exec. Office of the Supt.; PO Box 94064, Baton Rouge, LA 70804-9064; 877-453-2721 or customerservice@la.gov. All inquiries pertaining to LDE's policy prohibiting discrimination based on sex or to the requirements of Title IX and its implementing regulations can be directed to Patrick Weaver or to the USDE, Asst. Sec. for Civil Rights.



**LOUISIANA DEPARTMENT OF EDUCATION
SUMMER FOOD
SERVICE PROGRAM
AGREEMENT 2009**
CFDA Federal # 10.559

FEDERAL TAX ID	726001208	AGREEMENT NUMBER	02-SFSP-028
TAX STATUS	<i>Please choose the appropriate status below</i>	PARISH	St. Charles
<input checked="" type="checkbox"/> Non-Profit Public (Government) <input type="checkbox"/> School Board <input type="checkbox"/> Residential <input type="checkbox"/> Charter <input type="checkbox"/> Non-Profit Military <input type="checkbox"/> Non-Profit Private <input type="checkbox"/> Residential <input type="checkbox"/> Private School <input type="checkbox"/> Diocesan Affiliate <input type="checkbox"/> Other Church Affiliate	NAME AND ADDRESS OF INSTITUTION (Same Name and Address as Tax letter)		
	St. Charles Parish Council PO Box 302 Hahnville, LA 70057		
	(Area Code) TELEPHONE NUMBER		985-764-7944
	(Area Code) FAX NUMBER		985-764-7943

In order to carry out the purpose of Section 17 of the National School Lunch Act as amended, and the Regulations governing the SFSP issued thereunder (7 CFR 225) and Section 3 of the Child Nutrition Act of 1966 as amended, the Louisiana Department of Education (hereinafter referred to as the State Agency) and the Institution, whose name and address appear above, agree as follows:

THE INSTITUTION

Agrees to comply with the applicable regulations for its designated programs in 7 CFR 225; the Uniform Federal Assistance Regulations (7 CFR, Part 3015 as amended), 7 CFR 3017 and 3018, regarding debarment/suspension and lobbying, 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 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.

Accepts final administrative and financial responsibilities for food service operations in each summer feeding site, 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 the State Agency or the United States Department of Agriculture (USDA) and will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.

Submits for the State Agency 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.

Agrees to 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 the State Agency. The records and documents must be retained for three (3) years from the date of the final claim for reimbursement for the fiscal year to which they pertain. 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 the State Agency 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.

Agrees to allow the State Agency and USDA officials and other appropriate officials determined by the State Agency 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 the State Agency.

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 the State Agency's right of access to recipient case records or other information relating to clients served under this agreement.

In accordance with 7 CFR 225 (e)(14), Louisiana Revised Statutes (R.S.24:513) and Louisiana Administrative Code (LAC 28:XLIX), agrees to



compile data, maintain records and submit reports as required. The Institution will give/provide to the State Agency, the USDA officials and other appropriate officials determined by the State Agency unrestricted access to its records pertaining to the SFSP to ascertain compliance and enforcement of SFSP laws, regulations, policies, instructions and requirements for program operations. This includes all records of SFSP costs paid or reimbursed, even in part, by the State Agency, and any other records or documents to support SFSP operations and expenditures. The Institution will provide all reasonable comfort and facility to audit, examine, and copy SFSP records during the normal working hours of the State Agency and for days for which claims will be made for meals served.

Acknowledges and agrees, by accepting this agreement, that violation of this agreement, including failure to adhere to the records and program access requirements, and failure to permanently correct deficiencies will give the State Agency and USDA the right to terminate program participation for breach of agreement and/or failure to comply with Federal program requirements in accordance with 7 CFR 225, and 7 CFR 3015 §124 declare the institution, its facilities, and any responsible principal or responsible individual to be seriously deficient in SFSP operations, thereby making those ineligible to participate in any Child Nutrition Program, and/or assess financial sanctions against the institution.

Summer Food Service Program

State-Sponsor Agreement. A sponsor approved for participation in the Program must enter into a written agreement with the State Agency. If the sponsor is a school food authority that operates more than one Child Nutrition Program (e.g., the National School Lunch Program, the School Breakfast Program, or the Child and Adult Care Food Program) under a single State Agency, a single permanent agreement that includes all the Child Nutrition Programs must be executed with the State Agency.

Agrees to operate a nonprofit food service during the period specified, as follows: from May through September for children on school vacation; at any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or during the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State Agency, a similar cause.

Agrees to offer meals which meet the requirements and provisions set forth in § 225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;

Agrees to serve meals which meet the requirements and provisions set forth in § 225.16 (for all other sponsors) during times designated as meal service periods by the sponsor, and serve the same meals to all children;

Agrees to serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;

Agrees to issue a free meal policy statement in accordance with § 225.6(c);

Agrees to meet the training requirement for its administrative and site personnel, as required under § 225.15(d)(1);

Agrees to claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the Program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under § 225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State agency;

Agrees to submit claims for reimbursement in accordance with procedures established by the State Agency, and those stated in § 225.9;

Agrees to maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations, in the storage, preparation and service of food;

Agrees to accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by USDA;

Agrees to have access to facilities necessary for storing, preparing, and serving food;

Agrees to maintain a financial management system as prescribed by the State Agency;

Agrees to maintain on file documentation of site visits and reviews in accordance with § 225.15(d) (2) and (3); and

Agrees to maintain children on site while meals are consumed.

Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at any time. All records must be maintained on a daily basis and available on site for review. The records shall be retained for a period of three (3) years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved.



Agrees that this agreement shall be governed under the laws of the State of Louisiana. Venue of any suit resulting from this agreement shall be limited to the Nineteenth Judicial District court, East Baton Rouge Parish.

THE STATE AGENCY

Will review all Institution applications for SFSP participation and notify an institution of its application status in accordance with 7 CFR 225.6.

Agrees to provide reimbursement for eligible meals served, to the extent that funds are available, if the Institution's application and agreement for SFSP participation has been approved and signed by both the institution and the State Agency.

Agrees to provide SFSP funds to reimburse participating institutions at the current Congressional rate for (1) meals that meet the USDA requirements, (2) meal types specified in the agreement, (3) meals that are served to eligible, enrolled participants which are supported by appropriate documentation.

In accordance with 7 CFR 225.7 (d)(2), USDA and other State or Federal officials have the right to make announced and unannounced reviews of the institution and/or its facilities as needed to ascertain compliance with SFSP regulations and all other State and Federal laws, policies, instructions and requirements established for program operations, in accordance with 7 CFR Part 225. These visits will be conducted at the discretion of the State Agency during the institution's normal working hours of SFSP operations, and anyone conducting such reviews will have photo identification that identifies their association with their employing agencies.

Will disallow, in writing, any portion of a claim for reimbursement and recover any payment to an Institution that is determined, as a result of reviews, audits or other compliance monitoring procedures, not properly payable under applicable Federal and State laws, regulations and policies.

Must provide technical and supervisory assistance to Institutions and facilities to facilitate effective Program operations, monitor progress toward achieving Program goals, and ensure compliance with all applicable Federal requirements.

Shall inform the Institution of its right to request a review of records and/or an appeal of decisions made by the State Agency, which affects the Institution's participation in the Program or the Institution's claim for reimbursement. If the Institution appeals the State Agency's action to recover identified questioned costs or overclaims, collection will not be pursued until the hearing official renders a decision.

The State Agency will, subject to the State and Federal appropriation and availability to the State Agency 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 the State Agency based on the date of receipt of a fully executed copy of this agreement. 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.

THE STATE AGENCY AND THE INSTITUTION MUTUALLY AGREE:

To comply with and meet all responsibilities and requirements set forth in 7 CFR 225 SFSP Regulations and all other State and Federal laws, regulations, policies, instructions and requirements established for this Program.

To comply with Federal Grants Management Requirements for USDA Entitlement Programs as applicable in accordance with Federal regulations:

- * 7 CFR 3015 Uniform Federal Assistance Regulations (applies to CNP operated by public and non-governmental institutions if not specifically covered in 7 CFR Part 3016 and 3019).
- * 7 CFR Part 3016 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (applies to CNP except where inconsistent with Federal statute or regulations).
- * 7 CFR Part 3017 Debarment and Suspension and Drug Free Workplace
- * 7 CFR Part 3018 Restrictions on Lobbying
- * 7 CFR Part 3019 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (applies to CNP except where inconsistent with Federal statute or regulations).

Any of the above regulations can be accessed at this web site by substituting the appropriate Part No.:

<http://www.gpoaccess.gov/cfr/index.html>



The State Agency and the Institution mutually agree that all payments will be processed through Electronic Fund Transfer (EFTs). The Institution ensures that a business checking account will be established at a financial institution that accepts ACH credit files.

ELECTRONIC SUBMISSION

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 the Institution's responsibility to protect the integrity of the password used with the user identification to access the State Agency's SFSP electronic applications. The Institution further certifies that an Institution's representative created the password. 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.

The Institution is responsible for any and all requests for funding submitted through SFSP's electronic application under the assigned user identification issued to the Institution, and, should the Institution receive any payment from the State Agency 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 the State Agency within three (3) business days of receipt.

Further 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.

TERMINATION

This agreement may be terminated for convenience if both the State Agency and the Institution agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the effective date of termination.

Termination procedures shall be in accordance with regulations.

Whenever it is determined by the State Agency that the Institution has failed to conduct this Program in accordance with 7 CFR Part 225, Public Law 106-224, other applicable State and Federal laws, regulations, policies, instructions, supplemental requirements imposed by the State Agency or the conditions of this Agreement, the State Agency reserves the right to terminate this Agreement immediately. A written notice shall be provided indicating the reason(s) for termination.

CERTIFICATIONS

The Institution hereby certifies that:

- (1) The Institution, its facilities and authorized representatives have not been presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal Department or Agency, as such status would prohibit the applicant's participation in any Child Nutrition Programs. The Institution will include language concerning suspension, debarment, ineligibility or voluntary exclusion of any prospective subcontractor in its request for proposal documents and require signature certifications from any subcontractor bidding more than \$25,000 or as stipulated in 7 CFR Part 3017.
- (2) It will accept final financial and administrative responsibility for management of an effective food service for all Child Nutrition Program operations at all facilities under its sponsorship.
- (3) The Institution agrees to have data available on family size and income for all participants whose meals will be reported as free or reduced price, and assures the State Agency that these meals meet the prescribed eligibility criteria.
- (4) It will claim reimbursement only for meals served to eligible, enrolled participants.
- (5) It will make all benefits of the Child Nutrition Programs available to all eligible participants without regard to race, color, national origin, gender, age, or disability at the approved food service facilities.
- (6) Approved food service facilities have the capability for the meal service planned for the number of participants anticipated to be served.
- (7) The Institution agrees to comply with Federal audit requirements (expenditures > \$500,000 in a fiscal year or as amended by the Federal government) as mandated by Office of Management and Budget Circular A-133, and USDA 7 CFR Part 3052. The Institution will submit two copies of required audit reports to the State Agency within nine (9) months of the close of the Institution's fiscal year. The Institution will comply with State audit requirements as mandated in Louisiana Revised Statutes (R.S. 24:513), as applicable.
- (8) The Institution agrees to adhere to any standard repayment schedules established by the State Agency, as a result of financial sanctions assessed by audits or reviews of the Child Nutrition Programs. (Repayment schedules require a minimum of \$500.00 per month.) All Child Nutrition Sponsors who have failed to comply with a repayment schedule satisfactorily; and who have unpaid and/or delinquent financial obligations assessed by the State Agency, through a Notice of Proposed Action (NPA) will be referred to the Department of Justice (DOJ) for collection. All



accounts referred to the DOJ Collections Section shall be subject to collection fees of thirty-three and one-third percent (33-1/3%), or other amount negotiated between DOJ and LDOE. The collection fees are in addition to the unpaid obligation due at the time of payment.

- (9) The Institution agrees to abide by all requirements regarding collection fees and once a referral of an unpaid and/or delinquent obligation is made to the DOJ, there will be no negotiation with the State Agency; all future correspondence related to the unpaid and/or delinquent obligation must be submitted to the DOJ Collections Section.

NON DISCRIMINATION CLAUSE

The Program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), DOJ (28 CFR Parts 42 and 50) and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from USDA; and hereby gives assurance that it will immediately take any measures necessary to fulfill 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 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 that 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 USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of 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 Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

FEDERAL LOBBYING

This Institution certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal 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 agency, 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Institution shall require that the language of this certification be included in the award documents for all sub awards (exceeding \$100,000 in Federal funds, or as stipulated in 7 CFR Part 3018) at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification 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

PENALTIES

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under this part whether received directly or indirectly from USDA, shall if such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than five (5) years or both; or if such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than one (1) year or both. Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from the USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties.

