

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Program Agreement with the Missouri Department of Health and Senior Services relating to its summer food service program, with costs to be reimbursed to the County.

**RESOLUTION NO. 20931**, April 25, 2022

**INTRODUCED BY** Jalen Anderson, County Legislator

WHEREAS, the Environmental Health Administrator recommends participation in a summer food service program, sponsored by the Missouri Department of Health and Senior Services and the U.S. Department of Agriculture, that provides free nutritional meals for children in eastern Jackson County; and,

WHEREAS, under the attached proposed Program Agreement, the County will be reimbursed for site inspections for the summer food service program; and,

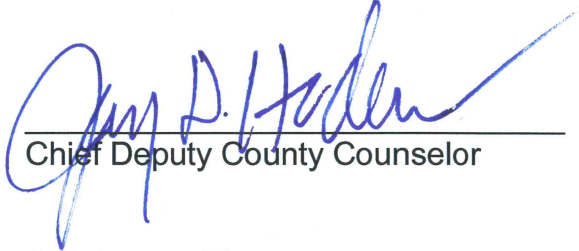
WHEREAS, the Program Agreement sets out the rights and obligations of each party participating in the program; and,

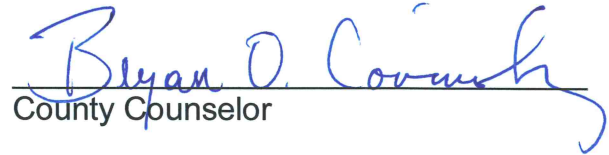
WHEREAS, execution of the Program Agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Summer Food Service Program Inspections Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chief Deputy County Counselor

  
\_\_\_\_\_  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20931 of April 25, 2022, was duly passed on May 2, 2022 by the Jackson County Legislature. The votes thereon were as follows:

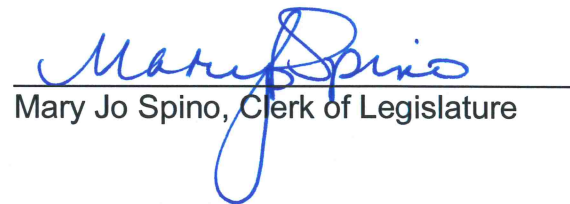
Yeas 8

Nays 0

Abstaining 0

Absent 1

5.2.2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mary Jo Spino, Clerk of Legislature



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES  
SUMMER FOOD SERVICE PROGRAM INSPECTIONS

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (4) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.
2. The purpose of this agreement is to conduct food safety inspections and enforce expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
3. This agreement shall be effective May 31, 2022 or the date of the Department's authorized representative signature, whichever is later through September 15, 2022.

TRACKING NUMBER	AGREEMENT NUMBER	AMENDMENT NUMBER
CONTRACTOR NAME (PLEASE PRINT/TYPE) Jackson County Public Works Planning Environmental		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER 44600052414		CITY, STATE, ZIP
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
TYPE OF CONTRACTOR <input type="checkbox"/> Hospital <input type="checkbox"/> Pharmacy <input type="checkbox"/> Dentist <input type="checkbox"/> Therapist <input type="checkbox"/> Physician (M.D./D.O.) <input type="checkbox"/> Other _____		STATE LICENSE NO. (IF APPLICABLE)
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE ▶		DATE

4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.
5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
  - 5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
  - 5.3 Taxes (e.g., city/county/state/federal)
  - 5.4 State and local certifications (e.g., professions/occupations/activities)
  - 5.5 Licenses and permits (e.g., city/county license, sales permits)
  - 5.6 Insurance (e.g., worker's compensation/unemployment compensation)
6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Summer Food Service Program  
Program Contact: Paige VanLoo  
Address: 930 Wildwood, PO Box 570, Jefferson City, MO 65102  
Phone: 573-751-6095  
Email: BEHS.SUMMERFOOD@health.mo.gov
7. **TRAINING**
  - 7.1 The Department will provide training prior to the start of the SFSP. The training will present the agreement and its deliverables, inspection requirements and reimbursement requirements.
  - 7.1 7.2 The Contractor shall ensure staff responsible for conducting inspections attend one of the training opportunities.
8. **SFSP SITE NOTIFICATION**

8.1 8.1 The Bureau of Environmental Health Services (BEHS) will issue SFSP Initial Notifications for all sites that require an inspection. The Contractor will not be reimbursed for inspections completed without a SFSP Initial Notification.

8.2 BEHS will notify the Contractor with SFSP Update Notifications when there are

## 9. INSPECTION SITES

9.1 The Contractor shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.

9.2 The Contractor shall not perform sanitation and food safety inspections at schools that sponsor SFSP sites, unless the personnel preparing the food is different from those preparing food during the school year. Contractor must obtain written approval from BEHS prior to conducting an inspection at a school when no SFSP Initial Notification is received.

9.3 The Department may not reimburse the Contractor for inspections conducted that do not match the date, day of the week, or time on the SFSP Initial Notification. Contractor must email the Department and provide written justification if deviating from Initial Notification.

## 10. INSPECTION TIME REQUIREMENTS

10.1 The Contractor shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at:  
<http://health.mo.gov/atoz/ehog/index.php>;

10.2 The Contractor shall conduct sanitation and food safety inspections within the time frames listed below.

10.2.1 The start time of the inspection for a central kitchen site (a site where the food is prepared, not serving food to children) must be within two (2) hours prior to service start time listed on the SFSP Initial Notification;

10.2.2 The start time of the inspection for a self-prep site (a site where the food is prepared and served at the same location) must be within two (2) hours prior to service or during service hours;

10.2.3 The start time of the inspection for a vended (a site where the food is served to children, no preparation/cooking of food) site must not exceed thirty (30) minutes prior to the start of service;

10.2.4 The time spent conducting an inspection of a central kitchen or self-prep sites must be a minimum of thirty (30) minutes.

10.2.5 There is no minimum time requirement for vended sites

## 11. **INSPECTION REPORTS**

11.1 The Contractor shall use the Inspection Report Form E6.39, provided by the Department for inspections and follow-up inspections. The Contractor shall use the Sanitation Observation Form E6.07 or the Inspection Report Form E6.39 for attempted inspections.

11.2 The Contractor must submit all completed Inspection Report Forms or Sanitation Observation Form E6.07, E6.42 Reimbursement Request for Summer Food Inspections, and SFSP Initial Notification or most recent SFSP Update Notification to the Department.

11.2.1 Documentation must be submit monthly and before the 10<sup>th</sup> of the following month. Example being that June Reports must be sent to the Department by July 10<sup>th</sup>.

11.2.2 Contract expires on September 15, 2022. All inspections conducted in September must be submitted to the Department by October 1, 2022.

11.2.3 The Contractor shall complete the Inspection Report.

11.2.4 The Contractor shall enter the inspection date, "Time In", and "Time Out" on form.

11.2.5 A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be reimbursable.

11.3 The Contractor can obtain the Inspection Report Form at <http://health.mo.gov/warehouse>.

## 12. **FOLLOW-UP INSPECTIONS**

12.1 The Contractor shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Contractor must submit a completed Inspection Report Form, SFSP Initial Notification or most recent SFSP Update Notification, and E6.42 Reimbursement Request for Summer Food Inspections to the Department monthly and by the 10<sup>th</sup> of the following month.

- 12.2 The Contractor shall conduct the follow-up inspections according to the EHOOG or to the local public health agency's written plan.
- 12.3 The Department will reimburse Contractors for follow-up inspections, provided they meet the criteria within this agreement.

13. **ATTEMPTED INSPECTIONS**

- 13.1 If the Contractor attempts to inspect facilities or vended sites that are either no longer operating or have changed their hours of operation.
  - 13.1.1 A Sanitation Observation Form E6.07, in which the Contractor must clearly note the date and time of the site visit; or
  - 13.1.2 An Inspection Report form completed with the information readily available to the inspector; and
  - 13.1.3 A copy of the applicable SFSP Initial Notification or most recent SFSP Update Notification.
- 13.2 The Contractor can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at <http://health.mo.gov/warehouse>.

14. **APPROVAL OF INSPECTIONS/SUBMISSION OF FORMS**

- 14.1 For initial inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site monthly and by the 10<sup>th</sup> of the following month. Example being that June reports must be sent to the Department by July 10<sup>th</sup>
- 14.2 For follow-up inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site monthly and by the 10<sup>th</sup> of the following month. Example being that June reports must be sent to the Department by July 10<sup>th</sup>
- 14.3 For attempted inspections, the Contractor must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site monthly and by the 10<sup>th</sup> of the following month. Example being that June reports must be sent to the Department by July 10<sup>th</sup>
- 14.4 For all inspections, the Contractor must submit the SFSP Initial Notification or most recent SFSP Update Notification for each SFSP site inspected or attempted inspection. Contractor must also complete the E6.42 Reimbursement Request for Summer Food Inspections with each monthly submission of inspections.
- 14.5 If the inspections and forms do not comply with the requirements as set out in this



agreement, the Department will not approve the inspections for reimbursement.

14.6 The Contractor shall remit all forms to:

Department of Health and Senior Services  
Bureau of Environmental Health Services  
Attention: Paige VanLoo  
930 Wildwood Drive  
P.O. Box 570  
Jefferson City, MO 65102

15. **REIMBURSEMENT REQUIREMENTS**

15.1 The Department will not reimburse the Contractor for more than **1 per site** initial inspection unless the Contractor receives prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to [BEHS.SUMMERFOOD@health.mo.gov](mailto:BEHS.SUMMERFOOD@health.mo.gov).

15.2 The Department will not reimburse the Contractor for any inspections or attempted inspections:

15.2.1 If the Contractor fails to submit the documentation list in 11.2 along with the Reimbursement Request for Summer Feeding Inspections to the Department by the 10<sup>th</sup> of the following month. Example being that June reports must be sent to the Department by July 10<sup>th</sup>; or

15.2.2 If either the Contractor's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria as set out in this agreement for approval by the Department.

15.3 **Initial Inspections**

15.3.1 **Central Kitchens and Self-Prep Sites**

a. The Department will reimburse the Contractor at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites.

15.3.2 **Vended Sites**

a. The Department will reimburse the Contractor at a fixed rate of **\$70** for each approved initial inspection conducted for vended sites.

15.4 **Follow-up Inspections**

15.4.1 The Department will reimburse the Contractor at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Contractor conducts.

15.4.2 The Department will reimburse the Contractor at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Contractor conducts.

#### 15.5 Attempted Inspections

15.5.1 The Department will reimburse the Contractor at a fixed rate of **\$30** for each approved attempted inspection the Contractor conducts.

15.5.2 The Department will not reimburse the Contractor for more than two attempted inspections per facility.

### 16. INVOICES

16.1 The State of Missouri shall submit contract payments to the Contractor at the remittance address listed in the contractor's MissouriBUYS vendor registration. However, the Contractor shall understand and agree the state reserves the right to make payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

16.2 The Contractor shall submit a single invoice for all work performed and reported during the contract period by October 15, 2022.

16.2.1 The Contractor may not submit more than one invoice, or submit an invoice later than October 15, 2022, unless the Contractor obtained prior written approval from the Department.

16.2.2 The Contractor may submit its request for an exception to [BEHS.SUMMERFOOD@health.mo.gov](mailto:BEHS.SUMMERFOOD@health.mo.gov).

16.3 The Contractor shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP22ALL".

16.4 If the Department denies a Contractor's request for payment, the Department shall provide the Contractor with written notice of the reason(s) for the denial.

16.5 The Department will not reimburse the Contractor based on any invoice that the Contractor does not submit in accordance with the requirements as set out in this

agreement.

**17. AMENDMENTS**

17.1 Any changes to this agreement shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

**18. MONITORING**

18.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

18.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

**19. DOCUMENT RETENTION**

19.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

19.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

19.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

19.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.

19.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

20. **CONFIDENTIALITY**

- 20.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 20.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

21. **LIABILITY**

- 21.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 21.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 21.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and

conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

**22. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

22.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

22.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

**23. AUTHORIZED PERSONNEL**

23.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

- 23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
- 23.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company’s/individual’s enrollment and participation in the E-Verify federal work authorization program; AND
- 23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
24. **TERMINATION**
- 24.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:

- 24.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 24.1.2 A change in federal or state law relevant to this contract occurs; or
- 24.1.3 A material change of the parties to the contract occurs; or
- 24.1.4 By request of the Contractor.
- 24.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
  - 24.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
  - 24.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.