

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 Human Services for a summer food service program, at no cost to the County.

RESOLUTION NO. 19481, May 9, 2017

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Environmental Health Division of the Public Works Department desires to participate in summer food service program sponsored by the Missouri Department of Health and Senior Services and the U.S. Department of Agriculture, to provide free nutritional meals for children in eastern Jackson County; and,

WHEREAS, under the agreement, the County will be reimbursed for site inspections for the summer food service program; and,

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

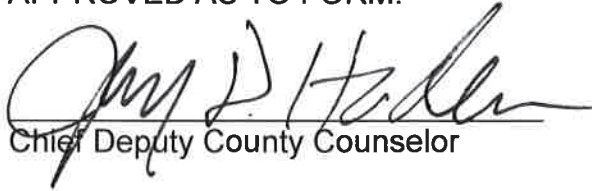
WHEREAS, execution of the attached agreement with the Missouri Department of Health and Senior Services is in the best interest of the health, safety, and welfare of the citizens of Jackson County; now therefore,

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 Participation 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. 19481 of May 9, 2017, was duly passed on May 9, 2017 by the Jackson County Legislature. The votes thereon were as follows:

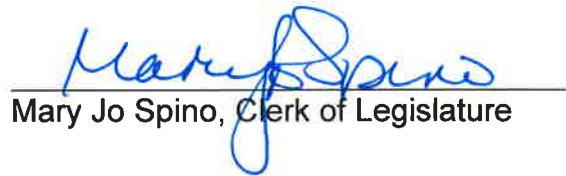
Yeas 9

Nays 0

Abstaining 0

Absent 0

5-9-17
Date


Mary Jo Spino, Clerk of Legislature

(1. Outes 5/17/17

Res. 19481



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

CONTRACT NO. ERS219-1746	VENDOR NO. 44600052414
FUNDING SOURCE	
STATE 0%	FEDERAL 100%

CONTRACT START DATE May 15, 2017	CONTRACT END DATE September 15, 2017	RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	SUBJECT TO SINGLE AUDIT REQUIREMENTS YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
FEDERAL AGENCY NAME Department of Agriculture/ Food and Nutrition Service	FEDERAL AWARD YEAR 2017	CFDA NO. 10.559	CFDA TITLE Summer Food Service Program for Children
FEDERAL AWARD NO. 3MO300305-2017		FEDERAL AWARD NAME Child Nutrition	

1. This Agreement is entered into by and between the State of Missouri, Department of Health and Senior Services (hereinafter referred to as the Department) and the below named Provider, for the purpose of conducting food safety inspections and enforcing expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
2. This Agreement shall consist of: (1) this form, (2) Attachment A - Certification, (3) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, (4) the Terms and Conditions, the latter three of which are attached hereto and incorporated by reference as if fully set forth herein.
3. To the extent that this Agreement involves the use, in whole or in part, federal funds, the signature of the Provider's authorized representative on this Agreement signature page indicates compliance with the Certifications contained in Attachment A.
4. **Training:**
 - 4.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the Agreement and its deliverables, inspection requirements and reimbursement requirements.
 - 4.2 The Provider shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.
5. **SFSP Site Listing:**
 - 5.1 To ensure up to date site information, the Provider must print the SFSP Site Listing no more than seven (7) days prior to the date of inspection. The Provider can obtain a copy of the SFSP Site Listing at: <http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/inspectors.php>.
 - 5.2 The Bureau of Environmental Health Services (BEHS) may also notify the Provider when there is a change to the SFSP Site Listing or other site inspection information.
6. **Inspection sites:**
 - 6.1 The Provider 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.
 - 6.2 The Provider shall not perform sanitation and food safety inspections at schools that do not prepare food for off-site service locations.
 - 6.3 The Department will not reimburse the Provider for inspections conducted that do not match the date, day of the week, or time on the SFSP Site Listing. Provider must obtain written approval from the Department prior to conducting an inspection that deviates from the SFSP Site Listing.
7. **Inspection requirements:**
 - 7.1 The Provider 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>;
 - 7.2 The Provider shall conduct sanitation and food safety inspections that comply as follows:
 - 7.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Site Listing;
 - 7.2.2 The start time of the inspection, for a central kitchen site or a self-prep site must be within 1 hour prior to service or during service hours;

FILED
MAY 16 2017
MARY JO SPINO
COUNTY CLERK



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- 7.2.3 The start time of the inspection for a vended site must not exceed 30 minutes prior to the start of service;
- 7.2.4 The inspection of central kitchens and self-prep sites must be a minimum of 30 minutes and there is no minimum time requirement for service sites.

8. Inspection Reports:

- 8.1 The Provider shall use the Inspection Report Form E6.39, provided by the Department for inspections, follow-up inspections, and attempted inspections. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
 - 8.1.1 The Provider shall complete the Inspection Report
 - 8.1.2 The Provider shall enter the inspection date, "Time In", and "Time Out" on form.
 - 8.1.3 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, and shall list the menu items and the **temperatures** of these foods; incomplete inspection reports may not be payable.
- 8.2 The Provider can obtain the Inspection Report Form at: <http://health.mo.gov/warehouse>.

9. Follow-up Inspections:

- 9.1 The Provider shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Provider must submit a completed Inspection Report Form and SFSP Site Listing to the Department within two (2) weeks following the date of inspection.
- 9.2 The Provider shall conduct the follow-up inspections according to the EHOG or to the local public health agency's written plan.
- 9.3 The Department will reimburse Providers for follow-up inspections, provided they meet the criteria within this Agreement.

10. Attempted Inspections:

- 10.1 If the Provider attempts to inspect facilities or service sites that are either no longer operating or have changed their hours of operation. The Provider must submit to the Department within two (2) weeks following the date of attempted inspection:
 - 10.1.1 A Sanitation Observation Form E6.07, in which the Provider must clearly note the time of the site visit; or
 - 10.2.2 An Inspection Report form completed with the information readily available to the inspector; and
 - 10.2.3 A copy of the applicable SFSP Site Listing.
- 10.2 The Provider can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at: <http://health.mo.gov/warehouse>.

11. Approval of Inspections/Submission of Forms:

- 11.1 For initial inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.2 For follow-up inspections, the Provider must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
- 11.3 For attempted inspections, the Provider must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
- 11.4 For all inspections, the Provider must submit the SFSP Site Listing for each SFSP site inspected or attempted to inspect that the Provider printed no more than 7 days prior to the date of inspection.
- 11.5 If the inspections and forms do not comply with the requirements set out in this Agreement, the Department will not approve the inspections for reimbursement.



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11.6 The Provider shall remit all forms to:
Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: SFSP Inspections
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102

12. **Reimbursement Requirements:**

- 12.1 The Department will not reimburse the Provider for more than **16** initial inspection(s) if the Provider does not obtain prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.
- 12.2 The Department will not reimburse the Provider for any inspections or attempted inspections:
- 12.2.1 If the Provider fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 by the deadline set out in paragraph 11; or
- 12.2.2 If either the Provider's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria for approval by the Department set out in this Agreement.
- 12.3 Initial Inspections:
- 12.3.1 Central Kitchens and Self-Prep Sites:
- a. The Department will reimburse the Provider at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.
- 12.3.2 Vended Sites:
- a. The Department will reimburse the Provider at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Provider conducts within the first half of the site's operation dates.
- b. The Department will reimburse the Provider at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Provider conducts after the first half of the site's operation dates but before the last date(s) of the site's operation
- 12.4 Follow-up inspections:
- 12.4.1 The Department will reimburse the Provider at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Provider conducts.
- 12.4.2 The Department will reimburse the Provider at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Provider conducts.
- 12.5 Attempted Inspections:
- 12.5.1 The Department will reimburse the Provider at a fixed rate of **\$30** for each approved attempted inspection the provider conducts.
- 12.5.2 The Department will not reimburse the Provider for more than two attempted inspections per facility.
- 12.6 Providers that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional **\$10** per inspection conducted. Inspections conducted outside the Provider's jurisdiction will apply toward the limit on the total number of inspections the Provider can conduct set out in 12.1, above.



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13. Invoices:

- 13.1 The Provider shall submit a single invoice for all work performed and reported during the contract period by October 15, 2017.
 - 13.1.1 The Provider may not submit more than one invoice, or submit an invoice later than October 15, 2017, unless the Provider obtained prior written approval from the Department.
 - 13.1.2 The Provider may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.
- 13.2 The Provider shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP17ALL".
- 13.3 If the Department denies a Provider's request for payment, the Department shall provide the Provider with written notice of the reason(s) for the denial.
- 13.4 The Department shall not reimburse the Provider based on any invoice that the Provider does not submit in accordance with the requirements set out in this Agreement.

14. Termination:

- 14.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Provider if:
 - 14.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 14.1.2 A change in federal or state law relevant to this contract occurs; or
 - 14.1.3 A material change of the parties to the contract occurs; or
 - 14.1.4 By request of the Provider.
- 14.2 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:
 - 14.2.1 The Department will provide written notice to the Provider at least thirty (30) calendar days prior to the effective date of such termination.
 - 14.2.2 The Provider shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 14.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Provider pursuant to the terms of the contract, and may authorize others to do the same. The Provider shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

15. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement. By signing below, the Provider and Department agree to all terms and conditions set forth in this agreement.

PROVIDER AGENCY NAME Jackson County Public Works		
AUTHORIZED PROVIDER SIGNATURE ▶	PRINTED NAME/TITLE: Frank White, Jr., County Executive	DATE: 5/12/17
DIVISION OF ADMINISTRATION DIRECTOR/DESIGNEE ▶	PRINTED NAME/TITLE: Director or Designee, Division of Administration	DATE: 5/16/17

ATTEST:

Mary Spino
Clerk of the County Legislature

APPROVED AS TO FORM

W. Stephen L. ...
County Counselor

Exhibit # 1 (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

Box B - Current Business Entity Status

I certify that Jackson County Missouri (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Frank White Jr.

County Commissioner/Executive Business Entity Representative's Name (Please Print)

County Commissioner/Executive Business Entity Representative's Signature

Jackson County Missouri

Business Entity Name

2/14/17

Date

yo RReyes@jacksongov.org

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Exhibit # 1 (continued)

Affidavit of Work Authorization

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Frank White Jr. (Name of Business Entity Authorized Representative) as County Executive (Position/Title) first being duly sworn on my oath, affirm Jackson County Missouri (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Jackson County Missouri (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

[Signature] County Commissioner/Executive Signature Frank White Jr. Printed Name

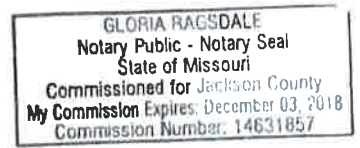
County Executive Title 2/14/17 Date

Ch R Reyes @ jacksongov.org E-Mail Address 446000529 E-Verify Company ID Number

Subscribed and sworn to before me this 14th of Feb, 2017. I am commissioned as a (DAY) (MONTH, YEAR)

notary public commissioned as a notary public within the County of Jackson, State of (NAME OF COUNTY)

Missouri and my commission expires on 12/3/2018. (NAME OF STATE) (DATE)



[Signature] Signature of Notary 2/14/17 Date