

# REQUEST FOR LEGISLATIVE ACTION




Completed by County Counselor's Office:

~~Res~~ Ord No.: 4913

Sponsor(s): Scott Burnett

Date: October 17, 2016

<b>SUBJECT</b>	<p>Action Requested  <input type="checkbox"/> Resolution  <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title; Accept and appropriate \$1050 from the undesignated fund balance of the 2016 grant fund for inspections completed on the summer feeding program.</p>										
<b>BUDGET INFORMATION</b> <i>To be completed By Requesting Department and Finance</i>	<table border="1" data-bbox="332 514 1222 831"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>1050\$</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>1050\$</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM / TO</td> <td>FROM ACCT 010-2810 \$1050 TO ACCT 010-1562-55030 \$1050</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p><b>OTHER FINANCIAL INFORMATION:</b></p> <p><input type="checkbox"/> No budget impact (no fiscal note required)  <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:  Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable):  Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	1050\$	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	1050\$	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT 010-2810 \$1050 TO ACCT 010-1562-55030 \$1050
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<b>PRIOR LEGISLATION</b>	<p>Prior ordinances and (date): None</p> <p>Prior resolutions and (date):</p>										
<b>CONTACT INFORMATION</b>	<p>RLA drafted by (name, title, &amp; phone): Deb Sees, Environmental Health Administrator</p>										
<b>REQUEST SUMMARY</b>	<p>Conducted food safety inspections for the summer food service program sponsored by the Department of Agriculture. Under reimbursement requirements in the participation agreement we completed 4 central kitchen inspections, 6 vended sites, 1 follow up inspection and 1 attempted inspection for a total of \$1050.00. These inspections are done during the day, early morning, evenings and weekends. The \$1050 will be used to replace overtime money that we used.</p>										
<b>CLEARANCE</b>	<p><input type="checkbox"/> Tax Clearance Completed (Purchasing &amp; Department)  <input type="checkbox"/> Business License Verified (Purchasing &amp; Department)  <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p>										

ATTACHMENTS	Participation Agreement	
REVIEW	Department Director: 	Date: 9-28-2016
	Finance (Budget Approval): <i>If applicable</i> 	Date: 10/3/16
	Division Manager: 	Date: 10/12/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the \_\_\_\_\_ Fund in \_\_\_\_\_.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # \_\_\_\_\_
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant fund- undesignated fund balance	\$1050

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

# Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date:                      October 3, 2016

ORD # 4913

<u>Department / Division</u>	<u>Character/Description</u>	<u>From</u>	<u>To</u>
<b>Grant Fund - 010</b>			
1562 - Summer Feeding Program	45873 - Increase Revenues	1,050	
2810	Undesignated Fund Balance		1,050
2810	Undesignated Fund Balance	1,050	
1562 - Summer Feeding Program	55030 - Overtime		1,050

 10/3/14  
Budgeting



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

CONTRACT NO. ERS21916461	VENDOR NO. 44600052414
<b>FUNDING SOURCE</b>	
STATE 0%	FEDERAL 100%

CONTRACT START DATE May 15, 2016	CONTRACT END DATE September 15, 2016	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 2016	CFDA NO. 10.559	CFDA TITLE Summer Food Service Program for Children
FEDERAL AWARD NO. 3MO300305-2016		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) the Terms and Conditions, the latter two 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. **Inspection sites:**
  - 5.1 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.
  - 5.2 The Provider shall not perform sanitation and food safety inspections at schools that do not prepare food for off-site service locations.
  - 5.3 The Provider, if informed of changes to SFSP sites by the SFSP site or by others, must verify with the Department prior to inspecting these sites. 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.
6. **SFSP Site Listing:**
  - 6.1 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.
  - 6.2 The Provider can obtain a copy of the SFSP Site Listing at:  
<http://health.mo.gov/living/wellness/nutrition/foodprograms/sfsp/inspectors.php>.
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;



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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.

1. **Inspection Reports:**

- 8.1 The Provider shall use the Inspection Report Form, 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>.

2. **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.

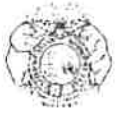
3. **Attempted Inspections:**

- 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>.

4. **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

5. **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 I 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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6. **Invoices:**
- 13.1 The Provider shall submit a single invoice for all work performed and reported during the contract period by October 15, 2016.
    - 13.1.1 The Provider may not submit more than one invoice, or submit an invoice later than October 15, 2016, 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 "SFSP16ALL".
  - 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.
7. **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 Contractor 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 Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor 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 <b>Jackson County Public Works</b>		
AUTHORIZED PROVIDER SIGNATURE: <i>Deb Sees</i>	PRINTED NAME/TITLE: <i>Deb Sees Environmental Health Administrator</i>	DATE: <i>4/29/16</i>
DIVISION OF ADMINISTRATION DIRECTOR/DESIGNEE: ▶	PRINTED NAME/TITLE: <b>Director or Designee, Division of Administration</b>	DATE: