



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of September 3, 2008

Please see directions for completing this document on the next page.

DATE: August 26, 2008

FROM: Bob LaCombe Juvenile Community Justice 383-1728

TITLE OF AGENDA ITEM:

CONSIDERATION of Board Signature of contract number 2008-470, regarding the Intergovernmental Agreement (IGA) for the Oregon Department of Education-Child Nutrition Program.

PUBLIC HEARING ON THIS DATE? NO.

BACKGROUND AND POLICY IMPLICATIONS:

This is an annual agreement that the Juvenile Department has participated in for over 10 years. Through this agreement, Deschutes County Juvenile detention is reimbursed per meal for a portion of the expense for each breakfast, lunch and snack served to detainees.

FISCAL IMPLICATIONS:

There is \$39,000 in revenue budgeted for 2008-09 fiscal year for this service.

RECOMMENDATION & ACTION REQUESTED:

Board Approval and Signature of contract number 2008-470.

ATTENDANCE: Jennifer LaMarche, Administrative Analyst

DISTRIBUTION OF DOCUMENTS:

Return originals to Jennifer LaMarche. She will forward to State for their signature.

DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

Date: August 13, 2008

Department: Juvenile

Contact Person: Joyce Doherty

Phone #: 503-378-5156

Contractor/Supplier/Consultant Name: Oregon Department of Education -
Child Nutrition Programs

Goods and/or Services: Participation in the national school lunch program with the Oregon Department of Education.

Background & History: This is annual agreement that the Juvenile Department has participated in for the last 10+ years. Deschutes County Juvenile Detention is reimbursed per meal for a portion of the expense for each breakfast, lunch and snack served to detainees. The meals are provided by contract with Aramark through the adult jail kitchen.

Agreement Starting Date: July 1, 2008

Ending Date: June 30, 2009

Annual Value or Total Payment: Claim based contract (\$35,000-40,000)

Insurance Certificate Received (check box)
Insurance Expiration Date: N/A

Check all that apply:

- RFP, Solicitation or Bid Process
- Informal quotes (<\$150K)
- Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget? Yes No (Revenue))

If **No**, has budget amendment been submitted? Yes No

Departmental Contact: Bob LaCombe

Phone #: 385-1728

Title: Deputy Director

Department Director Approval:


Signature

8-20-08
Date

Distribution of Document: Include complete information if document is to be mailed.

Official Review:

County Signature Required (check one): BOCC Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review

Mark Alford

Date

8-25-08

Document Number

2008-470

**OREGON DEPARTMENT OF EDUCATION-CHILD NUTRITION PROGRAMS
 State Agency -Sponsor Agreement**

Instructions: The Sponsor should complete and sign two copies and return both to Oregon Department of Education Child Nutrition Programs. The State Agency will review, approve and return one signed original copy to you for your files.

NAME and ADDRESS OF SPONSOR
Deschutes County Juvenile Resource Center (Detention) 63360 NW Britta Street, Building One Bend, OR 97701-9475

FOR USE BY ODE
AGREEMENT NO:
EFFECTIVE DATE:

The following documents shall be considered a part of this Agreement as applicable and are incorporated herein by reference:

- | | | | |
|--|--|---|--|
| NSLP, SBP, SMP | SFSP | CFDP | CACFP |
| <input type="checkbox"/> Free and Reduced Price Policy Statement | <input type="checkbox"/> Program Information and Application | <input type="checkbox"/> Commodity Delivery Information | <input type="checkbox"/> Program Information |
| <input type="checkbox"/> Program Information | <input type="checkbox"/> Administrative & Operating Budget | | <input type="checkbox"/> Management Plan |
| <input type="checkbox"/> Site Information | <input type="checkbox"/> Site Application | | <input type="checkbox"/> Administrative Budget |
| | <input type="checkbox"/> Free Meal Policy Statement | | <input type="checkbox"/> Site Information |
| | <input type="checkbox"/> Public Release for Open Sites | | |
| | <input type="checkbox"/> Appeal Procedure | | |

93.600.2292
 Federal ID # _____

Mark each applicable box to indicate the programs you agree to operate:

Type of Sponsor	National School Lunch Program	School Breakfast Program	Special Milk Program	Child & Adult Care Food Program	Summer Food Service Program	Commodity Food Distribution Program
Public School						
Private School						
Public or Private Residential Child Care Institution	X					X
Nonresidential Child Care Institution or Head Start Programs						
Nonresidential Adult Care Institution						
Sponsor of Family Day Care Homes						
Service Institution (Includes Camps)						
Nonprofit Summer Camps for Children						
Other (Describe)						

Authority:

42 USC 1751-1762a, 1765-1766b, 1769-1769h, , 1771-90, 3030a, 5179, 5180, as amended
 5 USC 301
 7 USC 612c, 612c note, 1431, 1431b, 1431e, 1431 note, 1446a-1, 1859, 2014,2025
 15 USC 713c
 22 USC. 1922

7 CFR 15, 15a, 15b, 210, 215, 220, 225, 226, 240, 245, 250, 3015 and 3016.

Oregon Administrative Rules: Chapter 581, Division 51 and 581-22-720

Definitions:

Child Nutrition Programs: Federally funded nutrition programs administered by the United State Department of Agriculture (USDA) according to the National School Lunch Act of 1946 (P.L. 79-396), as amended, and the Child Nutrition Act of 1966 (P.L. 89-642), as amended. Specifically, for the purpose of this agreement: the National School Lunch Program (NSLP), School Breakfast Program (SBP), Special Milk Program (SMP), Summer Food Service Program (SFSP), Child and Adult Care Food Program (CACFP) and Commodity Food Distribution Program (CFDP), herein referred to as Program(s).

Federal Assistance: Any funding, property or aid which is provided to a State Agency, Sponsor, SFA, Institution or Program Recipient Agency for the purpose of providing Program benefits or services to eligible participants.

Institution: A sponsoring organization, child care center, outside-school-hours care center or adult day care center which enters into an agreement with the State agency to assume final administrative and financial responsibility for Program operations.


Program Recipient Agency: Any eligible nonprofit organization that receives food under 7CFR 250, Commodity Food Distribution Program.

School: An educational unit as defined in 7CFR 210, 215 and 220.

School Food Authority (SFA): The legal governing body responsible for the administration of one or more schools and which has the legal authority to enter into an agreement with the State Agency to operate Child Nutrition Programs.

Sponsor: A public or private nonprofit or for-profit organization, which is approved to operate a Child Nutrition Program as defined in 7 CFR 215, 225 and 226. The Sponsor, SFA, Program Recipient Agency, Institution or organization who is party to this contract.

State Agency: The State educational agency approved by the USDA to administer Child Nutrition Programs within the State. For the purposes of this agreement, the State Agency is Oregon Department of Education (ODE).

REVIEWED

LEGAL COUNSEL

The State Agency agrees that to the extent that funds are available as appropriated by Congress, to reimburse the Sponsor for the operation of the Program(s) designated below, in accordance with applicable regulations governing such Programs. The State Agency agrees to make payments, where applicable, in accordance with 7CFR 240 (Cash in Lieu of Donated Foods), and any amendments thereto; and/or to donate foods to the Sponsor in accordance with 7CFR 250 (Commodity Food Distribution Program). The State Agency further agrees to disseminate a press release to notify the public of the availability of Child Nutrition Programs and the eligibility criteria for free milk and free and reduced-price meals and supplements (snacks) to all local news media, the employment office and any major employers who are contemplating layoffs in the attendance area of these Programs.

The Sponsor agrees to accept Federal funds and/or donated foods for the operation of Programs as agreed to herein in accordance with all applicable Program regulations and any amendments thereto, and to comply with all the provisions thereof, and with all Oregon statutes, administrative rules, policy manuals, memorandums, guidance and instructions and any instruction or procedures issued by USDA or the Oregon Department of Education in connection therewith. The Sponsor further agrees to administer Programs funded under this Agreement in accordance with provisions of 7CFR 3015 (Uniform Federal Assistance Regulation), 7CFR 3016 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments Regulations), and/or 7CFR 3019 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations), as applicable.

This Agreement shall be effective commencing on the date specified and ending one year thereafter, unless terminated earlier as provided herein. The State Agency may continue this Agreement each year thereafter, by notice in writing given to the Sponsor as soon as practicable after funds have been appropriated by Congress for carrying out any of the purposes of the National School Lunch Act and of the Child Nutrition Act of 1966 and other applicable legislation during each year. Continuation of the Agreement however, shall be contingent on an acknowledgment by the Sponsor, in writing, of its intention to continue program participation in accordance with the provisions set forth in this Agreement. The Sponsor shall notify the State Agency whenever significant changes occur in the operation of their Program(s).

The Sponsor participation in any Program covered in this Agreement may be terminated in accordance with the grant close-out procedures found in

7CFR 226, 7CFR Part 3015, Subpart N, or 7CFR Part 3016, Subpart D, as applicable.

Either party hereto may, by giving at least 30 days written notice, terminate this Agreement. Upon termination or expiration of this Agreement, as provided herein, the State Agency shall: (1) make no further disbursement of funds paid to the Sponsor in accordance with this Agreement, except to reimburse the eligible Program Sponsor in connection with breakfasts, lunches, suppers, supplemental meals (snacks) or milk served on or prior to the termination or expiration date of this Agreement. The obligations of the State Agency under the above-cited regulations shall continue until the requirements thereof have been fully performed.

No termination or expiration of this agreement shall affect the obligation of the Sponsor to maintain and retain records as specified herein and to make such records available for audit or investigation.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The Sponsor assures that the Program(s) will be operated in compliance with all applicable civil rights laws and will implement all applicable nondiscrimination regulations. Unless otherwise made inapplicable by law, the Sponsor hereby agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000d-2000e-16), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), the Age Discrimination Act of 1975 (42 USC 6101 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336), all provisions required by Department of Agriculture Nondiscrimination Regulations (7CFR 15, 15a and 15b); Department of Justice Enforcement Guidelines for Enforcement of Nondiscrimination in Federally Assisted Programs, and the Food and Nutrition Services directives and guidelines to the effect that no person shall be discriminated against on the basis of race, color, national origin, gender, age, or disability in employment or in any program or activity conducted or funded by the Department. The Sponsor hereby assures that it will immediately take measures necessary to effectuate 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; and the sale and lease of, and the permission to use, Federal property or interest

in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Sponsor by the USDA or ODE. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance for the purchase of food, or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By providing this assurance, the Sponsor agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and permit authorized USDA or ODE personnel during normal working hours 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 USDA or ODE shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the Sponsor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from the State Agency. The persons whose signatures appear below are authorized to sign this assurance on the behalf of the Sponsor.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this Agreement insofar as it relates to Child Nutrition Programs (CNP) administration expenses, the Sponsor agrees that: (1) It will not discriminate against any employee because of race, color, national origin, gender, age, or disability. The Sponsor will take affirmative action to assure that applicants are employed, and that employees are treated during employment, without regard to their race, color, national origin, gender, age, or disability. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Agency setting forth the provisions of this nondiscrimination clause. (2) The Sponsor will, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, gender, age, or disability. (3) The Sponsor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the State Agency, advising the labor unions or workers' representative of the State Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (4) The Sponsor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The Sponsor will furnish all information and

reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the U.S. Department of Agriculture, the Secretary of Labor, or State Agency for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (6) In the event of the Sponsor's noncompliance with the nondiscrimination clauses of this Agreement, as it relates to Child Nutrition Program expenses, the Agreement may be canceled, terminated or suspended in whole or part and the Sponsor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as rule, regulations, or order of the Secretary of Labor, or as otherwise proved by law. (7) The Sponsor will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Sponsor will take such action with respect to any subcontract or purchase order as the U. S. Department of Agriculture or State Agency may direct as a means of enforcing such provision, including sanctions for noncompliance; provided, however that in the event the Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the U.S Department of Agriculture or State Agency, the Sponsor may request the United States or Oregon Department of Education to enter into such litigation to protect the interests of the United States.

REQUIREMENTS FOR SPONSOR/SCHOOL FOOD AUTHORITY (SFA) PARTICIPATION IN NATIONAL SCHOOL LUNCH PROGRAM, SCHOOL BREAKFAST PROGRAM AND SPECIAL MILK PROGRAM

This section applies only if the NSLP, SBP or SMP is checked on page 1 and the Sponsor agrees to operate the Program(s).

- The Sponsor/SFA and participating schools and facilities under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, and 245. The Sponsor/SFA further agrees to the following specific provisions, as applicable:
1. To maintain a nonprofit school food service and/ or a nonprofit milk service.
 2. To observe the limitations on the use of Program revenues set forth in 7CFR 210.14a, 220.13(l) and 215.8 (d) (1) and the limitations on any competitive school food service as set forth in 7CFR 210.11b;
 3. To limit its net cash resources to an amount that does not exceed three months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7CFR 210.19a, 220.7 (e)(1)(l) and 220.13(l);
 4. To maintain a financial management system as prescribed in 7CFR 210.14(c), 220.13(l) and 215.7(d)(6);
 5. To comply with the requirements of the USDA regulations regarding financial management (7CFR 3015, 3016, or 3019 as applicable);
 6. To serve meals and supplements (snacks), which meet the minimum requirements prescribed in 7CFR 210.10 and 220.8;
 7. For pricing programs, to price meals and supplements as a unit;
 8. To serve Program meals, milk and supplements (snacks) free or at a reduced price to all children who are determined by the Sponsor/SFA to be eligible for such meals under 7CFR 245;
 9. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents;
 10. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children. Agree that the Sponsor/SFA authority official signing the claim shall be responsible for reviewing and analyzing meal and milk counts to ensure accuracy as specified in 7CFR 210.8, 220.11 and 215.11;
 11. To count the number of free, reduced price and paid reimbursable Program meals at the point of service, as approved by the State Agency;
 12. To submit Claims for Reimbursement in accordance with 7CFR 210.8, 220.11, 215.9 and 215.11;
 13. To comply with USDA requirements regarding nondiscrimination;
 14. To make no discrimination against any child because of his or her eligibility for free or reduced price meals, milk or supplements (snacks) in accordance with the Free and Reduced Price Policy Statement attached hereto;
 15. To accept and use donated foods, in as large quantities as may be efficiently utilized, as offered under provisions of 7CFR 250;
 16. To maintain, in the storage, preparation and service of food and milk, proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
 17. To maintain necessary facilities for storing, preparing and serving food and milk;
 18. To obtain each school participating in the program a minimum of two food safety inspections during the school year conducted by the State or local governmental agency responsible for Food safety inspections and publicly post inspection results;
 19. To develop and maintain for each school a food safety program complying with hazard analysis critical control points;
 20. To establish a local wellness policy, including goals for nutrition education, physical activity; nutrition guidelines for all foods available on campus; guidelines for school meal not less restrictive than 7CFR 210.10 and 220.8 and implementation plan;
 21. Upon request, to make all accounts and records pertaining to Programs available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at a reasonable time and place in accordance with 7CFR 210.9(b)(17)(19), 220.7(e)(13) and 215.8(d)(7);
 22. To maintain files of currently approved and denied free and reduced price applications and direct certification documentation. If the applications and direct certification documentation are maintained at the Sponsor/SFA level, they shall be readily retrievable by school or site; and
 23. To retain the individual applications for free milk and/or free and reduced price lunches and supplements (snacks) submitted by families for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.

REQUIREMENTS FOR SPONSORING ORGANIZATION OR INSTITUTION PARTICIPATION IN THE CHILD AND ADULT CARE FOOD PROGRAM

This section applies only if the CACFP is checked on page 1 and the Sponsor agrees to operate the Program(s).

The Sponsoring organization or Institution, as defined in 7CFR 226.2, hereafter called the Sponsor, shall comply with all provisions of 7 CFR part 226. The Sponsor further agrees to the following specific provisions, as applicable:

1. To accept final administrative and financial responsibility for total Program operations at all centers and homes, as applicable;
2. To maintain a non-profit food service;
3. To ensure that child care centers, outside-school hours care centers, adult day care centers and day care homes meet licensing/approval criteria as set forth in 7 CFR 226.6(d) and 226.6(e), excepting license-exempt institutions that may participate in the Program if they meet health and safety standards;
4. To submit a management plan attached herewith and annually hereafter that shall include detailed information on the organizational administrative structure, staff assigned to Program management and monitoring, administrative budget and procedures which will be used by the Sponsor to administer the Program in and disburse payments to the facilities under its jurisdiction;
5. To submit an administrative budget attached herewith and annually hereafter;
6. For Proprietary Title XIX or Title XX centers, to provide documentation herewith and monthly hereafter that they are currently providing nonresidential day care services for which they receive compensation under title XIX or title XX of the Social Security Act and that not less than 25 percent of enrolled participants in each center during the most recent calendar month were title XIX or title XX beneficiaries;
7. To determine that all meal procurements with food service management companies are in conformance with the bid and contractual requirements of 7CFR 226.22;
8. To serve meals and supplements (snacks) which meet the minimum requirements prescribed in 7CFR 226.20;
9. To claim reimbursement at the assigned rates only for reimbursable meals and supplements (snacks) served to eligible children according to provisions set forth in 7 CFR part 226;
10. For operations with separate meal charges, to accept responsibility for ensuring that free and reduced-price meals are served to participants unable to pay the full price and to accept responsibility for ensuring that eligibility of participants for free and reduced-price meals are made according to the current USDA income standards;
11. If charging for meals or supplements (snacks), the charge for a reduced price breakfast shall not exceed 30 cents, the charge for a reduced price lunch shall not exceed 40 cents and the charge for a reduced price supplement (snack) shall not exceed 15 cents.
12. To comply with USDA requirements regarding nondiscrimination;
13. For Day Care Home Sponsors, to reimburse day care homes under their jurisdiction for eligible meals at rates set annually by Congress;
14. In the event of termination of this agreement, to repay within 30 days outstanding advances which ODE cannot reclaim through the monthly claim for reimbursement;
15. To accept unannounced visits by State Agency or USDA personnel in the completion of their Program monitoring duties, to make all accounts and records pertaining to Program(s) available to the State Agency and to USDA Food and Nutrition Service, for audit or review, at any reasonable time and place in accordance with 7CFR 226 and to allow any publications related to Program operations to be freely copied in the performance of Program duties; and
16. To retain the individual applications for free and reduced price meals and supplements (snacks) submitted by families and all other required Program records for a period of 3 years after the end of the fiscal year to which they pertain except that, if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for the resolution of the issues raised by the audit.

REQUIREMENTS FOR SPONSOR PARTICIPATION IN THE SUMMER FOOD SERVICE PROGRAM

This section applies only if the SFSP is checked on page 1 and the Sponsor agrees to operate the Program(s).

The Sponsor shall comply with all provisions of 7 CFR part 225. The Sponsor further agrees to the following specific provisions, as applicable:

1. To retain final financial and administrative responsibility for the Program;
2. To operate a nonprofit food service;
3. To serve meals which meet the requirements and provisions set forth in 7CFR 225.16 during times designated as meal service periods by the sponsor
4. To serve the same meals to all children;
5. To serve meals without cost to all children, except that camps, as defined in 7CFR 225.2, may charge for meals served to children who are not served meals under the Program;
6. To issue a free meal policy statement in accordance with 7CFR 225.6;
7. To meet the training requirement for its administrative and site personnel as required under 7CFR 225.15(d)(1);
8. To claim reimbursement only for the type(s) of meals specified in this agreement or in each annual update hereafter, and served without charge to children at approved sites during the approved meal service period, except that camps, as defined in 7CFR 225.2, shall claim reimbursement only for the type(s) of meals specified in the agreement or in each annual update hereafter and served without charge to children who meet the Program's income standards. This agreement and each annual update hereafter shall specify the approved levels of meal service for the Sponsor's sites if such levels are required under 7CFR 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;
9. To submit claims for reimbursement in as specified in 7CFR 226.9;
10. In the storage, preparation and service of food, to maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
11. To accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered under 7CFR 250 (Commodity Food Distribution Program);
12. To have access to facilities necessary for storing, preparing and serving food;
13. To maintain a financial management system as prescribed by the State Agency;
14. Upon request, to make all Program accounts and records available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;
15. To maintain all Program records for a period of 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; and
16. To maintain children on site while meals are consumed.

**REQUIREMENTS FOR PROGRAM RECIPIENT AGENCY PARTICIPATION IN
COMMODITY FOOD DISTRIBUTION PROGRAM**

This section applies only if the CFDP is checked on page 1 and the Sponsor agrees to operate the Program(s).

The Program Recipient Agency shall comply with all provisions of 7 CFR part 250 and further agrees to the following specific provisions, as applicable:

1. When receiving donated foods under this Program agreement, to accept responsibility for any improper distribution or use of donated foods or for any loss of, or damage to donated foods caused by the Recipient Agency's fault or negligence;
2. To preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution;

3. To take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods; and
4. To provide, on a timely basis, by amendment to this agreement, any changed information, including, but not limited to, any changes resulting from amendments to Federal regulatory requirements or policy and any changes in site locations, and number of meals or needy persons to be served.

CERTIFICATION REGARDING LOBBYING - CHILD NUTRITION PROGRAMS

This section is applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in Federal funds. Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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 a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The language of this certification will be included in the award documents for all covered sub awards exceeding \$100,000 in federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. The Sponsor/School Food Authority/Program Recipient Agency, by the signature of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it and agrees to be bound by its terms and conditions, and certifies that all information in the agreement is true and correct.

SPONSOR	OREGON DEPARTMENT OF EDUCATION
By (Signature)	By (Signature)
Type or print name of signee:	Joyce Dougherty
Title	Title: Child Nutrition Programs Director
Date	Date