

County Request No. 361

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client privilege. Opinions that are privileged should not be disclosed to anyone or the privilege may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 05/21/2026 Department: JJC

State the nature of the legal request: _____

Please review the Agreement with the Oklahoma Department of Human Services for OCJB to continue to participate in the USDA Donated Food Program. Thank you!

RECEIVED

MAY 21 2026

**CIVIL DIVISION
DISTRICT ATTORNEY**

M. Bethel
County Officer or Department Director

Reply of District Attorney's Office: _____

OK

Date of Reply: 5/17/2026

J. E. [Signature]
Assistant District Attorney

Agreement

This agreement (Agreement) is between the recipient agency noted above, referred to as the Recipient Agency (RA) and the Oklahoma Department of Human Services, referred to as the Distributing Agency (DA) for participation in the United States Department of Agriculture (USDA) Donated Food Program.

This Agreement is a permanent agreement beginning **July 1, 2026**, or the date of approval by the DA, whichever is later. This Agreement may be terminated by either party by giving 30 days' notice, in writing, to the other party. The Agreement is considered to be permanent with amendments made as necessary. Any failure on behalf of the RA to comply with the provisions of this Agreement, or instructions or procedures issued in connection herewith, or any Agreements entered into pursuant hereto, may, at the discretion of the DA and/or USDA, disqualify the RA from further participation in the Donated Food Program and any disqualification shall not prevent the DA from taking any other legal action through other available means, when considered necessary.

This Agreement includes related audit requirements, in compliance with 2 C.F.R. Part 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; 2 C.F.R. Part 415, General Program Administrative Regulations; 2 C.F.R. Part 416, General Program Administrative Regulations for Grants and Cooperative Agreements to State and Local Governments; and 2 C.F.R. Part 418, New Restrictions on Lobbying.

The RA will include the value of Commodity Assistance when performing its Child Nutrition and Audit requirements and will submit audits according to the terms of the *Audit* section in this Agreement. USDA donated foods are purchased solely with federal funds (CFDA 10.555).

I. The Recipient Agency further agrees:

1. To abide by the instructions and regulations issued by the DA and USDA for the storage, handling and use of foods received through the Donated Food Program, herein after referred to as commodities (7 C.F.R. Part 250 and related regulations);
2. To use the commodities only to benefit people served in the RA established food service operation;
3. To request and accept commodities only in amounts that can be properly stored and used;
4. To maintain in inventory, including foods diverted to processors, no more than a six month usage of commodities, without prior approval of the DA;
5. To not sell, exchange, or dispose of commodities, including commercial processing of commodities into different end products, without prior approval

of the DA;

6. To provide adequate facilities and personnel to handle, store, protect and use commodities.
7. To ensure that storage facilities properly safeguard against theft, spoilage, and other losses.
8. To allow the DA and USDA to inspect, at any reasonable time, the commodities in storage and the facilities used for handling and storing commodities;
9. To pay an assessment fee based on a pro rata share between all participating RA's to defray the Distribution Agency cost of distribution, storage and administration of the Donated Food Program, which will include billing by the Distributing Agency;
10. To maintain records, and provide reports upon request to the SDA, to account for all commodities to include, but not limited to: shipping documents, invoices, receipts, inventories, processing, storage, and production records for the current year and retain any and all records for a period of seven years from the close of the fiscal year (October 1 to September 30) to which they pertain, unless a claim action or audit findings have not been resolved.
11. To maintain a perpetual inventory of all USDA commodities stored in any type of facility and at each site.
12. To request and receive prior approval from the State Agency prior to entering into any agreement or contract with a Food Service Management Company (FSMC).
13. To ensure credits and rebates are received by FSMC
14. To reimburse the DA, according to the DA's procedures, for any improper distribution or use of commodities, or for any loss of, or damage to the commodities cause by the RA's fault or negligence;
15. To request approval from DA for the transfer of food to another district or nonprofit.
16. To maintain 501c3 nonprofit status and to notify DA if the status becomes revoked.
17. To retain the right to assert claims against other persons to whom commodities are delivered for care, handling or distribution, and will take action to obtain restitution in connection with claims for improper distribution, use or loss of or damage to commodities;

18. To comply with the provisions of the 1964 Civil Rights Act, Education Amendment of 1972; Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro-Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. § 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. § 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708); Anti-Lobbying Act (31 U.S.C. 1352); Davis-Bacon Act, when applicable (40 U.S.C. §§ 3141-3708); Internal Revenue Service Publication 1075 (regarding use, access and disclosure of Federal Tax Information); the Clean Air Act (42 U.S.C. § 7401) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387) as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201); 2 C.F.R. § 200.112 (Conflict of Interest); 2 C.F.R. § 200.113 (Mandatory Disclosures); 2 C.F.R. § 200.322 (Domestic Preferences for Procurements); registered as business entity licensed to do business in the State, having obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable; and, the Single Audit Act of 1984; as applicable.

When the contract exceeds \$100,000.00, the RA will comply with all applicable standards, orders or requirements issued under Section 306 of Clean Air Act (42 U.S.C. § 7606), Executive Order 11738, and Environmental Protection Agency (EPA) regulations 40 C.F.R. Part 1500 which prohibits the awarding of non-exempt Federal contracts, grants or loans to facilities included on EPA's list of violating facilities. The RA will report violations to EPA. In addition, the RA will comply with all applicable standards, orders or requirements under section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and EPA regulations 40 C.F.R. Part 1500.

The parties acknowledge and agree whistleblower protections required per 48 C.F.R. § 3.900 may apply to this contract or grant and that no RA's employee, sub-contractor, or grantee may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or public body enumerated in said section when that employee reasonably believes evidence exists of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health

or safety or a violation of law, rule or regulation related to a federal contract.

II. Audit

In accordance with 2 C.F.R. Part 200 Subpart F, any RA that expends \$1,000,000.00 or more in federal funds during its fiscal year must have an audit conducted for that year. The threshold in the previous sentence is lowered to \$750,000.00 with respect to any RA fiscal year beginning before October 1, 2024. The audit must be a single audit conducted in accordance with 2 C.F.R. § 200.514 except when the RA qualifies for and elects to have a program-specific audit in accordance with 2 C.F.R. § 200.507.

Any RA that does not meet the federal funds threshold described in the preceding paragraph is exempt from federal audit requirements for that fiscal year except as noted in 2 C.F.R. § 200.503.

The records of any RA, regardless of whether the above-described threshold is met, must be available for review or audit by appropriate officials of the federal agency, pass-through entity, the Oklahoma State Auditor, the OKDHS Office of Internal Audit, and the Government Accountability Office (“GAO”).

A certified public accountant who has a valid and current permit to practice accountancy must perform the audit. OKDHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.

The RA must submit three copies of the annual audit report to the **Office of Internal Audit, P.O. Box 25352, Oklahoma City, Oklahoma 73125**, plus a copy of the management letter and a response to any audit findings within **90 days** of the conclusion of the RA’s fiscal year.

The RA certifies that it agrees to adhere to any standard repayment schedules established by OKDHS, as a result of financial sanctions assessed by audits or reviews of the School Nutrition Programs.

III. Modifications

Any modifications or amendments to the Agreement shall be in writing and agreed to by both the RA and OKDHS.

IV. User Logon Authorization

RA will not be granted access to OKDHS information systems without the prior completion and approval of Logon Authorization Request for Non-OKDHS Employees, Form 05SC004E (MID-1-A). When a RA terminates an employee that has access to OKDHS systems the RA must notify OKDHS immediately, upon termination. Certain types of access may require that a background check and verification be performed prior to granting access. Failure to comply may result in funding being withheld from the RA, and/or full audit and inspection of the RA's security compliance as it pertains to this

contract.

V. Termination

It is agreed by both OKDHS and the RA that this Agreement in whole or in part may be terminated by notice in writing by either party 30 days before effective date of termination.

In the event the RA fails to meet the terms and conditions of this Agreement or fails to provide services in accordance with 7 C.F.R. Parts 210, 215, 220, and 245, and other applicable State and Federal laws, regulations, policies, instructions, supplemental requirements imposed by OKDHS or the conditions of this Agreement, the State of Oklahoma may, upon written notice of default to RA, suspend or terminate this Agreement in whole or in part, at any time before the completion, or take other remedies as may be legally available and appropriate. In the event a Notice of Termination is issued, the RA shall have the right to request a review of such decision.

VI. Failure to Comply Statement

The RA shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The RA agrees that should it be in noncompliance, the OKDHS may impose additional conditions as provided in 2 C.F.R. § 200.207; or, as provided in 2 C.F.R. § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the RA, without reliance on or direction by the OKDHS.

VII. Access to and Retention of Records

The RA will maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the project, and permit audit and/or examination of all such records, procedures, and accounts at any reasonable time by authorized personnel of the USDA or other pertinent Federal agencies, and authorized personnel of OKDHS, State Auditor and Inspector and other appropriate State entities. Furthermore, such personnel shall have the right of access to any books, records, documents, accounting procedures, practices, or any other items of the RA which are pertinent to the performance or payment of this agreement/grant in order to audit, examine and make excerpts of records. The records and documents must be retained for seven years from the date of the final claim for reimbursement for the fiscal year to which they pertain, or if audit findings have not been resolved, the records shall be retained beyond seven-year period until the resolution of the issues raised by the audit are resolved.

VIII. Equal Opportunity and Civil Rights Assurance

The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 C.F.R. Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

The RA assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

IX. Federal Lobbying

The RA certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 2 C.F.R. Part 200, for persons entering into a grant or cooperative agreement over \$100,000.00.

The RA shall require that the language of this certification be included in the award documents for all sub awards (exceeding \$100,000.00 in Federal funds, or as stipulated in 7 C.F.R. Part 3018) at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

X. Debarment, Suspension, and Other Responsibility Matters

The RA certifies it, and its principals meet all requirements found at 2 C.F.R. Part 200, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Part 200, Debarment, Suspension.

The RA certifies that the RA, its facilities, and authorized representatives have not been presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State or Federal Department or Agency, as such status would prohibit the applicant's participation in any School Nutrition Program. The RA will include language concerning suspension, debarment, ineligibility, or voluntary exclusion of any prospective subcontractor in its request for proposal documents from any subcontractor bidding more than \$25,000.00 or as stipulated in 2 C.F.R. Part 200.

The RA certifies that it will accept final financial and administrative responsibility for management of an effective food service for all School Nutrition Program operations at all facilities under its sponsorship.

The RA certifies that it agrees to have data available on family size and income for all participants whose meals will be reported as free or reduced price and assures OKDHS that these meals meet the prescribed eligibility criteria.

The RA certifies that it will claim reimbursement only for meals served to eligible, enrolled participants.

The RA certifies that it will make all benefits of the SNP available to all eligible participants without regard to race, color, national origin, sex, age, or disability at the approved food service facilities.

The RA certifies that approved food service facilities have the capability for the meal service planned for the number of participants anticipated to be served.

XI. Federal Funding Accountability and Transparency Act of 2006 (FFATA)

The RA shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as set forth in 2 C.F.R. Part 170. A Unique Entity Identifier (UEI) number is a requirement for all contracts of \$30,000.00 or more. The RA may be required to submit additional information to satisfy FFATA compliance.

XII. Unavailability of Funding

OKDHS cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated above. In the event funds to finance this Agreement become unavailable, either in full or in part, due to insufficient funding, OKDHS may terminate the agreement or reduce the consideration upon notice in writing to the RA. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. The effective date of such agreement termination or reduction in consideration shall be specified in the notice as the date of service of said notice, or the actual effective date of the federal funding reduction, whichever is later. PROVIDED, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the RA may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

XIII. Environmental Protection

If the payments pursuant to this Agreement is expected to exceed \$100,000.00, then the RA must comply with the Section 306 of the Clean Air Act (42 U.S.C. § 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. § 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

XIV. Drug-free workplace

RAs that:

- receive a federal grant;
- have a contract with a federal agency valued at \$25,000 or more;

- have a subcontract that includes a drug-free workplace requirement; or
- are subject to any federal agency regulations such as (but not limited to) those of the Department of Transportation, Department of Defense, or Nuclear Regulatory Commission; must certify compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and implemented at 45 C.F.R. Part 76, Subpart F, for grantees, as defined at 45 C.F.R. §§ 76.605 and 76.610.

XV. Employment Relationship

This Agreement does not create an employment relationship. Individuals performing services required by this Agreement are not employees of the State of Oklahoma or OKDHS. The RA's employees shall not be considered employees of the State of Oklahoma nor of OKDHS for any purpose and as such shall not be eligible for benefits accruing to state employees. OKDHS retains the right to request replacement of assigned staff paid in full or partially by this Agreement.

XVI. Legal Employment Status Verification System

The RA certifies that if it is an employer, it is registered with and participates in the E-Verify Employment Status Verification System maintained by the United States Citizenship and Immigration Services. The RA further certifies that any subcontractors approved to perform work under this Agreement, and which have employees are also registered with and participate in the E-Verify Employment Status Verification System.

XVII. HIPAA privacy rule

The RA shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices, and user training must be provided to the OKDHS, Information Security Office. Failure to comply with the requirements of this standard may result in funding being withheld from the RA, and/or full audit and inspection of the RA's HIPAA security compliance as it pertains to this Agreement. The RA will sign and adhere to an OKDHS Business Associate Agreement. The Business Associate Agreement provides for satisfactory assurances that the RA will use the information only for the purposes for which it was engaged. The RA agrees it will safeguard the information from misuse and will comply with HIPAA as it pertains to the duties stated within the Agreement.

Failure to comply with the requirements of this standard may result in funding being withheld from the RA, and/or full audit and inspection of the RA's security compliance as it pertains to this Agreement.

XVIII. Penalties

Whoever embezzles, willfully misapplies, steals, or obtains by fraud any funds, assets, or property provided under programs provided by this Agreement whether received directly or indirectly from the Department, shall, if such funds, assets, or property are of a value of \$100.00 or more, be fined no more than \$25,000.00 or imprisoned not more than five years or both; or, if such funds, assets, or property are of a value of less than \$100.00, be fined not more than \$1,000.00 or imprisoned not more than one year or both. Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from the Department, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties.

I CERTIFY that the above information is true and correct to the best of my knowledge, that reimbursement will be claimed only according to this Agreement. and that discrimination on the basis of race, sex, color, national origin, age, or disability will not be permitted.

Superintendent or Authorized Representative Title
Printed Name

Superintendent or Authorized Representative Date
Signature

FOR STATE AGENCY USE ONLY
Approved by Oklahoma Department of Human Services

OKDHS Designee Signature

Title

Date



**Application and Agreement for United States Department of Agriculture
Foods in School Program**

Commodity Program No. 55140
 Child Nutrition Agreement No. 55-X016
 Recipient Agency: Oklahoma County Juvenile Detention
 Commodity Contact Person and Title: David Cordova - Food Service Manager
 Email Address: David.Cordova@oklahomaCounty.org
 Physical Address: 5905 N Classen Blvd OKC OK 73118
 Mailing Address: _____

Name and title of Encumbrance Clerk
or person paying assessment fees: _____
 Phone No. _____

Type of Agency (check)

Public School Private School Residential Childcare Institution

Check all programs that use donated foods:

National School Lunch Program	<input checked="" type="checkbox"/>	School Breakfast Program	<input checked="" type="checkbox"/>	Afterschool Snack Program	<input type="checkbox"/>
Summer Food Service Program	<input type="checkbox"/>	At-Risk Supper Program	<input type="checkbox"/>		

List types of meal services provided: Breakfast and Lunch
 Total Number of Sites/Schools: 1
 Approximate Enrollment: 80
 Number of Operating Days: 365
 Dates of Operation: July 1 2026 to June 30 2027

Does district operate five days a week?

Yes _____ No Y

If no, list days of week not in session:

7 day operation

Does you use a Food Service Management Company?

Yes _____ No X

If yes, provide the following information:

Name of the FSCM:

Name of Contact Person:

Telephone Number:

Email Address:

Do you contract for storage?

Yes _____ No Y

If yes, provide the following information:

Name of the storage provider:

Address of storage provider:

Name of Contact Person:

Telephone Number:

Does district divert USDA foods for processing?

Yes _____ No Y

Does district participate in the DOD program?

Yes _____ No X