

## CHAPTER 20

### PUBLIC WELFARE

#### Sub-Chapter A

#### Food Stamp Program

*(The following is the text of a resolution setting forth an agreement between the Assumption Parish Police Jury and the Louisiana Department of Welfare authorized by Jury action on September 14, 1965 pertaining to Parish participation in the federally sponsored food stamp program. The agreement was signed September 20th and 27th, 1965.)*

#### **SECTION 20:1. AGREEMENT BETWEEN STATE AND POLICE JURY TO PERMIT PARISH TO PARTICIPATE IN FEDERAL FOOD STAMP PROGRAM**

An agreement is hereby made between the Assumption Parish Police Jury and the Louisiana Department of Welfare to cooperate jointly in the operation of the Food Stamp Program sponsored by the Agricultural Marketing Service of the U.S. Department of Agriculture. (Resolution of September 14, 1965)

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**Comment** -- The former Louisiana Department of Public Welfare is now under the Louisiana Health and Human Resources Administration. (See LRS 46:1751)

#### **SECTION 20:2. RESPONSIBILITIES OF STATE**

Under this agreement, the Louisiana Department of Public Welfare will assume the following responsibilities:

1. Investigate applications for participation in the Food Stamp Plan by residents of Assumption Parish and certify eligible households.
2. Prepare the required plan for the issuance of food coupons and supervise the issuance of the coupons by the Police Jury personnel in accordance with the requirements of the U.S. Department of Agriculture.
3. Notify the issuing office of eligible recipients and of status changes.
4. Require necessary reports and make regular audits of the issuance records.

(Resolution of September 14, 1965)

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**SECTION 20:3. RESPONSIBILITIES OF POLICE JURY**

A. The Assumption Parish Police Jury agrees to assume the following responsibilities:

1. To provide personnel and facilities for the issuance of food coupons to eligible households as certified by the Department of Public Welfare at the parish governing authority's expense and in accordance with established requirements for such issuance in the Manual of Issuance Instructions. This implies the employment of at least one (1) person(s) qualified as cashier and one (1) clerical person(s) qualified as receptionist and additional personnel as may be required; and office facilities which are adequate for the issuance of coupons, accessible to clients and safe for the protection of coupons and cash. (Two (2) substitutes).

2. To maintain the individual participation records and post issuances and status changes made by the Department of Public Welfare.

3. To order food coupon supplies through the Louisiana Department of Public Welfare, maintain adequate inventories for meeting issuance requirements and maintain such inventories in a responsible manner.

4. To accept only cash in exchange for coupons and to make cash deposits daily in the designated federal depository.

5. To provide a petty cash fund for change purposes for the issuance operation, if necessary.

6. To bond employees engaged in the issuance and handling of cash coupons in amount deemed to be sufficient by the Louisiana State Department of Public Welfare, and to renew such bond as it expires.

7. To make required reports including daily reconciliations, transaction reports and inventories and monthly summary reports and assume responsibility for any loss reported; to assume liability to the Department of Public Welfare and the U.S. Government for any loss or damage sustained as a result of any violation of the regulations, or of any failure to fully account for cash or coupons received under the program, and on demand to pay the amount due as a result of such loss or damage.

8. To make all records available for audit at any reasonable time, both to the supervising personnel of the Louisiana Department of Public Welfare and State and Federal auditors.

9. To preserve all records for a period of three (3) years after completion of the fiscal year.

10. To notify the Assumption Parish Welfare Department each month of eligible households failing to participate in the purchase of coupons.

11. To keep all case information confidential.

12. To arrange for armed guard or police protection for (1) the transportation of money collected in the issuance of food coupons, and (2) transporting of food coupons from building to building.

13. To arrange for safe storage of food coupons in a fireproof vault or safe at all times. (Resolution of September 14, 1965)

**SECTION 20:4. FOOD STAMP PROGRAM NON-DISCRIMINATION PROVISION**

The Assumption Parish Police Jury assures the Louisiana Department of Public Welfare that in carrying out its responsibilities in connection with the issuance of food coupons under the Food Stamp Program, it is in compliance and will comply with the requirements imposed by or pursuant to Part 15, Title 7, CFR of the Regulations of the U.S. Department of Agriculture to the end that no person in Assumption Parish shall, on the ground of race, color, or national origin, be subject to discrimination in the issuance of food coupons. This assurance is given in consideration of and for the purpose of obtaining federal financial assistance under the Food Stamp Program for eligible households in Assumption Parish. This assurance shall obligate the Assumption Parish Police Jury for the period during which federal financial assistance is extended to it by the department under the food stamp program. The Assumption Parish Police Jury recognizes and agrees that federal financial assistance will be extended in reliance on the representations and agreements made in the assurance and that either the Louisiana Department of Public Welfare or the United States, or both, shall have, the right to seek judicial enforcement of this assurance. (Resolution of September 14, 1965)

**SECTION 20:5. AMENDMENTS TO FOOD STAMP AGREEMENT; RIGHT OF CANCELLATION**

This agreement shall be effective for the duration of the Food Stamp Plan operation. This agreement may be amended upon due notice by either party. It is understood that any amendments to the issuance plan must be concurred in by the Agricultural Marketing Service of the U.S. Department of Agriculture prior to putting into effect such amendments. In the event either party wishes to cancel this agreement, at least thirty (30) days notice shall be required. (Resolution of September 14, 1965)

**[RESERVED]**

[The next page is CHAPTER 21, "RAILROADS AND COMMON CARRIERS", page 21-1.]