

INTER/INTRA AGENCY AGREEMENT

- **Use the Option that fits the District model**

INTER/INTRA-AGENCY AGREEMENT
FOR
THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC)
SFY _____

I. Introduction

This contract is between the _____ County Board of Health (hereinafter, "Lead County") and the _____ County Board of Health (hereinafter, "Non-Lead County") in accordance with the Child Nutrition Act of 1966, as amended, for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in Georgia (hereinafter, "Georgia WIC Program").

II. Purpose

This Contract is made pursuant to regulations of the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) at Title 7 of the Code of Federal Regulations, Subpart B, Section 6 and Subpart E, Section 13; Title 31, Chapter 3 of the Official Code of Georgia (§ 31-3-15); the Georgia WIC Program Procedures Manual; the Georgia WIC Program State Plan of operation; the Master Agreement and Annex 2; the Georgia WIC Program Plan for Local Agency Planning; the WIC Financial Management and Statewide Cost Allocation Plan; and all relevant administrative memos. The aforementioned documents are hereinafter incorporated into the Contract by reference.

Pursuant to this Contract, the Lead County agrees to distribute WIC Nutrition Services and Administration (hereinafter, "NSA") funds to the Non-Lead County based upon an assigned caseload target. To receive these funds, the Non-Lead County must perform the following functions to meet the Georgia WIC Program objectives: nutrition education, breastfeeding promotion and support, participant certification, caseload management, food delivery, screenings for and referrals to other social and medical service providers, and general WIC management.

III. Lead County and Non-Lead County Obligations

Both the Lead County and the Non-Lead County agree to:

1. Adhere to the WIC Statewide Cost Allocation Plan.
2. Maintain complete and accurate records of WIC funds received and expended by employing Generally Accepted Accounting Principles (GAAP) and reconciling WIC expenditures to WIC revenue.
3. Make these records available for audit upon request of the Georgia WIC Program, the DPH Office of Audits, the DPH Office of Investigative Services and/or the USDA.

In case of an audit exception in performance, the Non-Lead County may be responsible for payment to the Georgia WIC Program from that County's non-participating funds.

IV. Lead County Obligations

The Lead County agrees to:

1. Provide \$_____ of NSA funding for the reimbursement of non-WIC paid staff for salary and fringe benefits only with an assigned caseload target of _____ to the Non-Lead County.
2. Disburse contracted NSA funds to the Non-Lead County in the first and second quarter of the State fiscal year, and amend the Contract using Attachment 1-A when and if additional NSA funds become available.
3. Reimburse non-WIC paid staff for all WIC approved per diem/travel.
4. Provide medical/supplies, office supplies, equipment, and any items required to perform service delivery to WIC clients.
5. Provide manuals, forms, and nutrition education materials required for WIC service delivery as specified in the Georgia WIC Program Procedures Manual and the Georgia WIC Program State Plan of Operation.
6. Monitor, evaluate, and provide technical assistance and training for the Non-Lead County agency staff regarding the delivery of WIC services on a routine basis and/or as requested.
7. Reimburse the Non-Lead County for approved Central Services Cost Allocation expenditures in County Health Departments using Attachment 1-B.

V. Non-Lead County Obligations

The Non-Lead County agrees to:

1. Accept \$_____ of NSA funding with an assigned WIC caseload target of _____ from the Lead County. The Non-Lead County further agrees to perform the following functions to meet Georgia WIC Program objectives: nutrition education, breastfeeding promotion and support, participant certification, caseload management, food delivery, screenings for and referrals to other social and medical service providers, and general WIC management.
2. Expend twenty-two percent (22%) of NSA funds toward nutrition education.
3. Expend nine percent (9%) of NSA funds toward breastfeeding education and promotion.
4. Accept an allocation adjustment if the total reported nutrition education and breastfeeding promotion and support expenditures are less than the required amount of expenditures. The State WIC office will reduce the following federal fiscal years' allocation by the difference.

5. Record all WIC transactions for non-WIC paid employees using the Personnel Activity Report System (hereinafter, "PARS"), which will be the official record for tracking nutrition education and breastfeeding education and promotion.
6. Submit a projected line item budget to Lead County within thirty (30) days of acceptance of this Contract and resubmit the Contract using Attachment 1-A when additional funds are allocated to the County.
7. Have appropriate staff adequately perform WIC responsibilities in accordance with WIC staffing and processing standards, certification requirements, WIC services integrity, and voucher accountability and security.
8. Collect client data for WIC participants for the purpose of monitoring WIC services performance and comply with all Federal and State requirements in the collection of WIC data and modify as appropriate or requested within a specified time.
9. Provide the Lead County, Georgia WIC Program, and the DPH Office of Audits immediate and complete access to all WIC clinics and all records maintained by WIC clinics within the County.
10. Comply with all the fiscal and operational requirements prescribed by the Georgia WIC Program pursuant to Title 7, Part 3016 of the Code of Federal Regulations; the debarment and suspension requirements of Title 7, Part 3017 of the Code of Federal Regulations, if applicable; the lobbying restrictions found in Title 7, Part 3018 of the Code of Federal Regulations; and, FNS guidelines and instructions.
11. Provide on a timely basis to the Georgia WIC Program all required information regarding fiscal and WIC services information.
12. Maintain on file and have available for review and audit all certification criteria used to determine WIC eligibility.
13. Obtain prior approval from the Lead County for any Central Services Cost Allocation Plan, and adhere to the WIC Cost Allocation Guidelines using Attachment 1-B.
14. Prohibit smoking in the space used to perform WIC services during times of service delivery.
15. Comply with non-discrimination laws by not discriminating against persons on the grounds of race, color, national origin, age, sex or handicap, and compile data, maintain records, and submit reports as required to permit effective enforcement of non-discrimination laws.
16. Make available all appropriate health services to WIC participants, whether directly or through referral services; inform WIC applicants and participants about these services; and provide nutrition educational services to WIC participants in compliance with WIC Federal regulations and FNS guidelines and instructions.

VI. Notice

All notices under this Contract shall be deemed duly given upon delivery, if delivery by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party listed at the addresses below or otherwise designated by notice pursuant to this paragraph:

LEAD COUNTY

Name: _____
Title: _____
Address: _____

NON-LEAD COUNTY

Name: _____
Title: _____
Address: _____

VII. Entire Agreement

The Contract constitutes the entire agreement between the Lead County and Non-Lead County with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding on or of effect between the Lead County and Non-Lead County.

Any section, subsection, paragraph, term, condition, provision, or other part of the Contract that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of the Contract, and the remainder of the Contract shall continue to be of full force and effect as set out herein.

VIII. Term and Termination

The Contract shall be effective for the ____ State Fiscal Year beginning on July 1st and ending on June 30th of the given State Fiscal Year.

The Contract is binding on the Lead County and Non-Lead County, and its successors, transferees, and assignees, so long as the County receives assistance or retains possession of any assistance from the Georgia WIC Program. Either party, upon sixty (60) days' written notice, may terminate the Contract.

IX. Amendment

No amendment, waiver, termination or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either the Lead County or the Non-Lead County unless confirmed in writing. Nothing may be modified or amended, except in writing executed by both the Lead County and the Non-Lead County.

X. Confidentiality Requirements

The Lead County and Non-Lead County shall not use any information obtained or viewed in performance of the Contract in any manner except as necessary for the proper discharge of their respective obligations under the Contract.

The Lead County and Non-Lead County shall adhere to the confidentiality provisions of the Federal WIC regulations found at 7 CFR §246.26 (d), (h), and (i) concerning the use and disclosure of confidential WIC applicant and participant information.

XI. Signatures

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each party affix their signatures on the day and year so indicated.

DISTRICT HEALTH DIRECTOR

Name
Title

Date

LEAD COUNTY

Name
Title

Date

NON-LEAD COUNTY

Name
Title

Date

PLANNED BUDGET FOR SFY _____

_____ COUNTY BOARD OF HEALTH
FOR
THE SPECIAL SUPPLEMENT NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC)

A. Personnel Services \$ _____

B. Central Cost Allocation Plan \$ _____

TOTAL COSTS: \$ _____

Prepared by:

Contractor Signature

Contractor Typed Name and Title

Date

Central Cost Allocation Plan (643)
SFY _____

_____ **COUNTY BOARD OF HEALTH**
FOR
THE SPECIAL SUPPLEMENT NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC)

Purpose: The purpose of this Central Cost Allocation Plan is to arrive at an equitable distribution of WIC common expenses reimbursable from the _____ County Board of Health ("Lead County") to the _____ County Board of Health ("Non-Lead County") based on square footage of floor space.

Shared Cost: This Central Cost Allocation Plan includes reimbursement for actual costs common to WIC.

Expenses: Expenses will be based on a percentage of the actual cost and will include the following:

Percentage of Common Space allotted to WIC (Identify Space): _____
Total square footage of building: _____

Common Costs:

- Utilities (% of actual cost based on utility bill)
- Cleaning/maintenance/supplies/paper products (% of actual cost)
- Annual Electric Record Room File Maintenance (%of actual cost)
- Toilet paper/paper towels (% of actual cost)
- A/C & Heating Repairs/Maintenance/Insurance (% of actual cost)
- Garbage (% of actual cost)
- Pest control (% of actual cost)
- Scale Calibration (% of actual cost)
- Telephone and Fax (per Phone bill)
- Use of Copy Machine/Supplies (% of actual cost)
- Medical Waste (% of actual cost)

Invoices must be submitted by the fifth day of the current month for expenses incurred during the previous month. Reimbursement is based on WIC funding and is not guaranteed if funding is not available.

Chair, Lead County Board of Health

Chair, Non-Lead County Board of Health

District Health Director

**INTER-AGENCY AGREEMENT
FOR
THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC)
SFY _____**

I. Introduction

This contract is between the _____ County Board of Health (hereinafter, "Lead County") and the _____ County Board of Health (hereinafter, "Non-Lead County") in accordance with the Child Nutrition Act of 1966, as amended, for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) in Georgia (hereinafter, "Georgia WIC Program").

II. Purpose

This Contract is made pursuant to regulations of the United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) at Title 7 of the Code of Federal Regulations, Subpart B, Section 6 and Subpart E, Section 13; Title 31, Chapter 3 of the Official Code of Georgia (§ 31-3-15); the Georgia Department of Public Health (DPH) Policies and Procedures Manual, the Georgia WIC Program Procedures Manual; the Georgia WIC Program State Plan of operation, the Master Agreement and Annex 2; the Georgia WIC Program Plan for Local Agency Planning; the WIC Financial Management and Statewide Cost Allocation Plan; and, all relevant administrative memos. The aforementioned documents are hereinafter incorporated into the Contract by reference.

III. Lead County Obligations

The Lead County agrees to:

1. Provide \$_____ of Nutrition Services and Administration (hereinafter "NSA") funding for the payment of approved Central Services Costs incurred by the Non-Lead County upon prior approval of any Central Services Cost Allocation Plan with adherence to the Statewide Cost Allocation Plan.

[OR Manage the payment of approved Central Services for the Non-Lead County, including the procurement and payment of those services in adherence with the attached Central Services Cost Allocation plan.]

2. Maintain complete, accurate, documented and current accounting of all federal WIC funds received from the Department of Public Health that are provided to and expended by the Non-Lead County for each fiscal year NSA funds are provided for payment of approved Central Services Costs.

[OR Maintain complete, accurate, documented and current accounting of all WIC funds received from the Department of Public Health that are used to pay for approved Central Services Costs incurred by the Non-Lead County for the state fiscal year.]

IV. Non-Lead County Obligations

The Non-Lead County agrees to:

1. Accept \$_____ of NSA funding for the payment of approved Central Services Costs upon prior approval of any Central Services Cost Allocation Plan with adherence to the Statewide Cost Allocation Plan.

[OR Permit the Lead County to manage Central Services for the Non-Lead county, including the procurement and payment of those services in adherence with the attached Central Services Cost Allocation Plan.]

2. Provide accurate, current, and complete disclosure to the Lead County, upon request, of the financial status of NSA funds received and expended for the purposes outlined in this Contract each fiscal year.

[OR Provide accurate, current, and complete disclosure to the Lead County, upon request, documenting all approved Central Services Costs incurred during the fiscal year.]

3. Maintain records which adequately identify the source and use of funds expended for the purposes outlined in this Contract.
4. Provide the Lead County, the Georgia WIC Program, and the DPH Office of Audits immediate and complete access to all WIC clinics within the County and their WIC records.
5. Comply with all the fiscal and operational requirements prescribed by the Georgia WIC Program pursuant to Title 7, Part 3016 of the Code of Federal Regulations; the debarment and suspension requirements found in Title 7, Part 3017 of the Code of Federal Regulations, if applicable; the lobbying restrictions found in Title 7, Part 3018 of the Code of Federal Regulations, and FNS guidelines and instructions.
6. Provide, upon request and on a timely basis, all required information regarding fiscal and WIC services information to the Georgia WIC Program.
7. Maintain on file and have available for review and audit all certification criteria used to determine WIC eligibility.
8. Prohibit smoking in the space used to perform WIC services during times of service delivery.
9. Comply with non-discrimination laws by not discriminating against persons on the grounds of race, color, national origin, age, sex or handicap, and compile data, maintain records, and submit reports as required to permit effective enforcement of non-discrimination laws.
10. Collect client data for WIC participants for the purpose of monitoring WIC services performance and comply with all Federal and State requirements in the collection of WIC data and modify as appropriate or requested within a specified time.

11. Make available all appropriate health services to WIC participants, whether directly or through referral services, and inform WIC applicants and participants about these services.

V. Notice

All notices under this Contract shall be deemed duly given upon delivery, if delivery by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party listed at the addresses below or otherwise designated by notice pursuant to this paragraph:

LEAD COUNTY

Name: _____
Title: _____
Address: _____

NON-LEAD COUNTY

Name: _____
Title: _____
Address: _____

VI. Entire Agreement

The Contract constitutes the entire agreement between the Lead County and Non-Lead County with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding on or of effect between the Lead County and Non-Lead County.

Any section, subsection, paragraph, term, condition, provision, or other part of the Contract that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of the Contract, and the remainder of the Contract shall continue to be of full force and effect as set out herein.

VII. Term and Termination

The Contract shall be effective for the _____ State Fiscal Year beginning on July 1st and ending on June 30th of the given State Fiscal Year.

The Contract is binding on the Lead County and Non-Lead County, and its successors, transferees, and assignees, so long as the County receives assistance or retains possession of any assistance from the Georgia WIC Program. Either party, upon sixty (60) days' written notice, may terminate the Contract.

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The Lead County and Non-Lead County shall adhere to the confidentiality provisions of the Federal WIC regulations found at 7 CFR §246.26 (d), (h), and (i) concerning the use and disclosure of confidential WIC applicant and participant information.

X. Signatures

IN WITNESS WHEREOF, the undersigned duly authorized officers or agents of each party affix their signatures on the day and year so indicated.

DISTRICT HEALTH DIRECTOR

Name
Title

Date

LEAD COUNTY

Name
Title

Date

NON-LEAD COUNTY

Name
Title

Date

PLANNED BUDGET FOR SFY _____

_____ COUNTY BOARD OF HEALTH
FOR
THE SPECIAL SUPPLEMENT NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN (WIC)

A. Personnel Services \$ _____

B. Central Cost Allocation Plan \$ _____

TOTAL COSTS: \$ _____

Prepared by:

Contractor Signature

Contractor Typed Name and Title

Date

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_____ COUNTY BOARD OF HEALTH
FOR
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Chair, Lead County Board of Health

Chair, Non-Lead County Board of Health

District Health Director

