

Inter-Agency Partnership Agreement to Provide Child Nutrition Programs for PY24-25 Between a School Food Authority and a Legally Separate Site

This agreement is entered into on **<Insert date>** by and between **<Insert name of School Food Authority>** hereafter referred to as **“SFA”** and **<Insert name of legally separate site>** hereafter referred to as “**Site Agency**”. Both parties agree as follows:

**A**.        **PURPOSE OF AGREEMENT:**

The purpose of this agreement is to enable the **SFA** to provide program oversight and meal service to the **Site Agency(ies)** at the following location(s)**: <Insert location name(s) and address(es)>**

**B.**        **DURATION OF AGREEMENT:**

This agreement shall be in effect from  **\_\_** until \_**\_ \_** **(Modify dates if needed)** following the Board approved calendar for the **SFA’s** 2024-2025 school year.

**C.**       **SCOPE OF AGREEMENT:**

The **SFA's** Child Nutrition Department will provide program oversight and **School Breakfast Program (SBP), National School Lunch Program** (**NSLP), After School Care Snack Program (ASCSP), Seamless Summer Option (SSO), Fresh Food and Vegetables (FFVP), Child Care Centers/Head Start Program (CACFP), and At-Risk Afterschool Meals Component** **(Delete programs that are not applicable)** meals, reimbursable under the single Food-Based Menu Planning (FBMP) meal pattern described in 7 CFR 210.10 for NSLP, 220.8 for SBP, 226.20 for ASCSP, and 226.20 for CACFP as approved by the Arizona Department of Education (ADE), Health and Nutrition Services.

**D.**       **CONDITIONS OF AGREEMENT:**

1. This program is to be made available daily according to the **SFA’s** school calendar and is to be supported by Federal Reimbursement on eligible meals served, fees paid by students not eligible for the NSLP benefit, and fees paid for meals by the staff of the **Site Agency** and other adults.

2. If there is a conflict in meal service calendars, the **SFA** **WILL/WILL NOT** **(Choose one)** provide meals to the **Site Agency** on days the **SFA** is closed, and the **Site Agency** is open. If meals will not be available from the **SFA**, the **Site Agency** will be required to supply meals that meet the meal pattern requirements.

3. The **SFA/SITE AGENCY (Choose one)** will provide applications for free and reduced-price meals to all households of the **Site Agency** (not prior to July 1). The **Site Agency** will be responsible for collecting these applications and forwarding them to the **SFA,** as they are received, for processing/certification and file retention. **(Delete wording and write N/A if operating CEP or Provision 2/3, or area eligible for At-Risk Meals Component/ASCSP)**

4. The **SFA and Site Agency** will maintain the Benefit Issuance Document (BID) and update it monthly. Requirements of the BID include name, school, benefit status, method of certification, date of certification, updates, and notes as appropriate. The BID should be generated at the POS and not contain duplicates. **(Delete wording and write N/A if operating CEP or Provision 2/3, or area eligible for At-Risk Meals Component/ASCSP)**

5. The **SFA** will submit the annual Verification Summary Report, in accordance with 7 CFR 245.6a. The **SFA** must make sure to take the sample size selection from all sites under the SFA, including the location(s) referenced in section A. *If operating CEP or Provision 2/3, only the Verification Summary Report must be submitted annually. Verification activities, such as sample size selection, are waived for entities operating a Special Provision Option.*

6. The **SFA** will conduct Direct Certification matching at a minimum of three times a year (at or around the beginning of the year; three months after the initial effort; and six months after the initial effort). The information used to conduct Direct Certification matching shall be the most recent available. (7 CFR 245.6(b)(3)). The **Site Agency** will provide the **SFA** with an initial enrollment list of students’ first name, last name, State Student ID (SAIS ID) (if available), and birthdate, from each location referenced in section A. The **Site Agency** will provide an updated enrollment list upon request of the **SFA**. *If operating CEP or Provision 2/3, the Direct Certification matching must be done at least once per year for Annual April 1 CEP Notification and reporting.*

**7.** The meals will be prepared by the **SFA AT THE** location(s) established in Section A.

**OR**

**7.** The meals will be prepared by the **SFA AND DELIVERED TO THE** location(s) established in Section A.

 **(Detailed description of how SFA will deliver to Site Agency)**

**OR**

**7.** The meals will be prepared by the SFA and **PICKED UP** by the **Site Agency** from the **SFA**.

**OR**

**7.** The meals will be prepared by the SFA’s Caterer and **DELIVERED TO THE** location(s) established in Section A.

8. The **SFA and Site Agency** will maintain applicable health certifications and assure that all State and local regulations are being met. (7 CFR 210.13) Additionally, a copy of the Federal “And Justice For All” poster will be displayed in a visible area of the **Site Agency’s** point of service at each location referenced in section A.

9. The **SFA and Site Agency** will ensure that the two required food safety inspections are conducted each year. [7 CFR 210.13(b)]

10. The **SFA** will be responsible for all site review requirements. For SFAs with multiple sites, internal on-site monitoring must be completed once every year by February 1 for all NSLP sites and 50% of SBP sites. Internal on-site monitoring must be completed twice per year for all ASCSP sites, once within the first four weeks of operation and one other time during the school year. [7 CFR 210.8(a)(1) and 220.11(d)]

11. The **Site Agency** will be responsible for properly counting reimbursable meals using the Point of Service (POS) system as required by the ADE Health and Nutrition Services Division. A POS is defined as that point in the food service operation where a determination can accurately be made that a reimbursable free, reduced-price, or paid lunch has been served to an eligible child. The **Site Agency** will be responsible for maintaining the POS at each meal and recording the daily meal counts on the system.

12. All record keeping and filing requirements for the Federal Reimbursement will be the responsibility of the **SFA’s** Child Nutrition Department.  The **SFA** will be the only entity held responsible for “over claims” that may be identified on any of the monthly reimbursement claims**.**

13. The **SFA** will use the Paid Lunch Equity (PLE) Tool to calculate the paid lunch price increase and/or non-Federal contribution requirement. Meal prices for each of the locations referenced in section A must be set according to the **SFA’s** PLE requirements.

14. The **SFA** will be responsible for all audit requirements, audit responses, and accountability for any financial responsibilities as the result of an audit or review by ADE.

15. The **Site Agency** will ensure that potable water is available and accessible without restriction to the children at no charge in the areas where breakfast, lunch, snack, and at-risk meals are served during the meal service. [7 CFR 210.10(a)(1)(i) and 220.8(a)(1)]

16. The **Site Agency** will ensure that the regulations included in 7 CFR 210.11 and ARS 15-242 regarding Competitive Foods are being followed.

17. The **SFA** will ensure that the Professional Standards requirements of 7 CFR 210.30 are being met for applicable staff at the **Site Agency**.

18. The **Site Agency** will allow necessary staff from the **SFA** to have direct access to the kitchen for food preparation or for delivery without an appointment and for monitoring purposes without prior notice.  This will be done either by giving code access or key access to child nutrition staff and delivery staff of the **SFA**. This would include access for on-site review purposes. [7 CFR 210.8(a)]

19. The **SFA/SITE AGENCY (Choose one)** will provide all serving trays and utensil kits needed for service of all approved meals.

20. The **Site Agency** will be responsible for providing a clean, safe, and sanitary environment for the service of all meals served at the location(s) referenced in section A and the **SFA** will ensure there is a site-specific HACCP plan in place. The **Site Agency** will ensure the HACCP requirements are correctly implemented.

21. The **SFA** will provide the necessary equipment needed to insure proper handling and storage of food products such as milk coolers, refrigerators, and food warmers when necessary. The **SFA** will be solely responsible for all repairs of this equipment.

22. The cafeteria equipment provided by the **SFA** will remain the property of the **SFA**. The **SFA** will be responsible for all serving utensils and equipment used at the school. Should any equipment not be returned to the **SFA**, the **Site Agency** will be invoiced and charged the current cost to replace the missing items.

23. The **SFA** will be responsible, based on Federal law and USDA regulations, to make reasonable modifications to accommodate children with disabilities. Modifications would include providing special meals, at no extra charge, to children with a disability when the disability restricts the child’s diet. Modification requests shall be supported by a written statement from a State licensed healthcare professional. [SP 59-2016 and SP 26-2017]

24. The **SFA and Site Agency** will work together to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances. [7 CFR 15b.25 and 7 CFR 15b.6(b)]

25. The **SFA** will ensure that the procurement requirements of 2 CFR 200 are being met by the **Site Agency** for purchases related to Child Nutrition Programs.

**E.       FINANCIAL CONDITIONS OF AGREEMENT:**

1. All Federal reimbursements and money collected from non-eligible students and adult sales will be the sole property of the **SFA**.

**2.** All students of the **Site Agency** *not eligible* for free meal benefits will pay:

$ **<Insert dollar amount or write N/A>** for reduced breakfast (SBP - No more than $.30)

$ **<Insert dollar amount or write N/A>** for reduced lunch (NSLP - No more than $.40)

$ **<Insert dollar amount or write N/A>** for paid breakfast (SBP)

$ **<Insert dollar amount or write N/A>** for paid lunch (NSLP)

$ **<Insert dollar amount or write N/A>** for reduced snack (ASCSP)

$ **<Insert dollar amount or write N/A>** for paid snack (ASCSP)

$ **<Insert dollar amount or write N/A>** for seamless summer food meal (SSO)

$ **<Insert dollar amount or write N/A>** for CACFP meal (CACFP)

$ **<Insert dollar amount or write N/A>** for At-Risk Afterschool snack (At-Risk)

$ **<Insert dollar amount or write N/A>** for At-Risk Afterschool supper (At-Risk)

**OR**

**2.** All students of the **Site Agency** will be eligible for free meal benefits per the CEP/Provision 2/3 non-pricing program or At-Risk Meals/ASCSP area eligibility.

3. Adult breakfasts will be provided by the **SFA** at a cost of $ **<Insert dollar amount>** and adult lunches will be provided at a cost of $ **<Insert dollar amount>** each (excluding milk). The **Site Agency** will collect adult meal fees and document all cash received in accordance with guidelines. The **Site Agency** will accept personal checks for adult meal sales in the amount of purchase only. **(Modify or delete if not applicable)**

**F. ASSURANCE OF CIVIL RIGHTS COMPLIANCE**:

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 CFR 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.

**G.        PROVISIONS FOR TERMINATING AGREEMENT:**

The Governing Board of either party may terminate this agreement by providing written notice of the intent to terminate thirty (30) working days in advance of the termination date.

**H. SIGNATURES/CERTIFICATION OF CONTRACTING AGENCIES:**

Each party certifies that the undersigned has been authorized to enter into this agreement by its Governing Board or responsible persons. This agreement may be cancelled by either party for conflict of interest pursuant to A.R.S. Section 38.511.

*In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA’s TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.*

*To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:*[*https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf*](https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf)*, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

1. *mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;*
2. *fax: (202) 690-7442; or*
3. *email:* *program.intake@usda.gov**.*

*This institution is an equal opportunity provider.*

For the ***SFA***: For the ***Site Agency***:

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SFA CTDS Number Site Agency CTDS Number

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Date Date

For the ***SFA Child Nutrition Director***:

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Printed Name Signature

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Date

**5-Day Meal Patterns –Breakfast, Lunch, Supper, and Snack**







