



## Elderly Nutrition Program – Joint Agreement

Agreement between a School Food Authority participating in the state Elderly Nutrition (EN) program and a County or Tribal Agency on Aging operating a federal Elderly Nutrition Program (ENP) under Title III-C where SFA's facilities and personnel are used to prepare meals.

- I. This Agreement is made between (insert name and address of School Food Authority)

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Hereinafter referred to as the SFA, and (insert name and address of County or Tribal Agency on Aging)

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Hereinafter referred to as the County or Tribal Agency.

The SFA preparing the meals under this joint agreement shall have an approved EN contract in effect with the state Department of Public Instruction (DPI) and the County or Tribal Agency shall have an approved Plan with the state Department of Health and Social Services. The joint agreement shall not transfer any responsibilities that each party has under their respective contracts/plans except as herein agreed to.

- II. The SFA and County or Tribal Agency agree as follows:

- a. The SFA agrees to prepare meals that meet the nutritional requirements and to prepare such meals in accordance with mutually agreeable menus.
- b. The County or Tribal Agency agrees to pay the SFA for the meals prepared by the SFA as follows
  - i. The per meal payment shall be (\$) \_\_\_\_\_. The price per meal shall include the required meal components and portions sizes and shall also include the following additional items and service as hereto agreed upon (paper plates, cups, straws, napkins, flatware, meal service, meal delivery, etc):

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- ii. When meals are served off-school premise at sites selected by the County or Tribal Agency, the County or Tribal Agency representative will inform the SFA of the number of meals to be provided in a manner agreed upon as follows:

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- iii. The per meal payment agree upon (B-1) will be paid by the County or Tribal Agency to the SFA for all meals prepared for service to the eligible participants under this agreement. The payment per meal may be adjusted at any time mutually agreed upon by the parties to this joint agreement.
- iv. The School Agency shall make (monthly, quarterly etc) \_\_\_\_\_ billing to County or Tribal Agency which shall be paid within \_\_\_\_\_ days of receipt of such billing.
- v. Upon receipt of meals for service at an off-school premise site, an authorized representative of the County or Tribal Agency shall sign for the number of meals received. One copy of the signed receipt shall be given to the SFA representative; a copy shall be retained by the County or Tribal Agency representative.
- vi. The SFA shall keep complete and accurate records in accordance with DPI requirements. Likewise, it shall comply with all other requirements of the contract as it produces and otherwise makes available meals under this joint agreement.
- vii. The SFA guarantees that the meals prepared are wholesome and suitable for human consumption. The SFA shall not be held liable for any injury, illness or other affliction resulting from the County or Tribal Agency's negligence.
- viii. Cash contributions for all meals provided to the elderly participants will become the property of the County or Tribal Agency.
- ix. Other specific conditions and/or obligations herein agreed to are as follows:

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III. This Agreement shall become effective (date) \_\_\_\_\_ at which date the SFA commences preparing meals under this Agreement and it shall remain in effect until June 30<sup>th</sup> of the current year or (date) \_\_\_\_\_ only if either party has given thirty (30) days of advance notice of intention to terminate.

SIGNATURES:

SFA Authorized Representative: \_\_\_\_\_ Date \_\_\_\_\_

County or Tribal Agency Representative: \_\_\_\_\_ Date \_\_\_\_\_

Submit one copy of this joint agreement with the completed EN program Application-Agreement and Plan of Operation (form PI-1451).