Chapter 3
Local Agency Agreements/Contracts

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Annual Process

Annually, each local WIC Program must enter into an agreement/contract with the State of North Carolina to receive WIC Program funds. The agreements/contracts are updated annually and sent to each agency director.

- **Consolidated Agreements and Agreement Addendum**
  WIC Programs that operate within local public health departments are subject to the terms of the annual Consolidated Agreement. The Consolidated Agreement is between the State of North Carolina (as represented by the State Health Director) and "The Health Department" for the purpose of maintaining and promoting the advancement of health in North Carolina. The Consolidated Agreement pertains to all activities offered by the local health department for which they receive State funding (i.e., state, federal, and/or special funding or funds channeled from the State).

  In addition to the consolidated agreement, local agencies operating within health departments must complete a budget and an agreement addendum for each program for which they receive funding from the State. The agreement addendum is a set of performance objectives specific to a program's services. The WIC agreement addendum also provides the mechanism for developing the Local Agency Nutrition Education Plan, which is a federal requirement.

- **Contracts**
  WIC Programs that operate in an agency other than a local public health department are required to enter into a contract with the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being. The templates for and the terms/conditions of the contracts are the responsibility of the Division of Child and Family Well-Being Contracts Unit.

  On an annual basis, the Community Nutrition Services Section negotiates a contract and budget with each contracting agency for the provision of WIC Program services. Among other things, this contract provides the mechanism for developing the Local Agency Nutrition Education Plan, which is a federal requirement. Each contracting agency receives a duplicate original of the contract to be maintained in the agency files.

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Sub-Contracts

Periodically, a local WIC agency will sub-contract for an individual or agency to provide WIC Program services. Attachment 1 offers a "model sub-contract" that should be used when subcontracting any WIC Program services. Sub-contracts must be reviewed annually, but they may be approved for up to three years if there are no changes in the terms or conditions.

Prior to being signed, all sub-contracts (new or renewal) must be approved in writing by the local agency's Regional Nutrition Program Consultant.

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WIC Model Sub-Contract

CONTRACT

NAME OF AGENCY

(WIC PROGRAM)

THIS CONTRACT made and entered into this _____ day of _____, 20__ by and between the (NAME OF AGENCY/INDIVIDUAL CONTRACTING WITH) hereinafter referred to as the "Contractor," and (NAME OF AGENCY - WIC PROGRAM) hereinafter referred to as the "Department."

WITNESSETH:

THAT WHEREAS, the Department and the Contractor deem it to be of mutual interest to contract for (description of services to be performed); and

WHEREAS, both parties desire to reduce the terms of this agreement to writing;

NOW THEREFORE, for and in consideration of the mutual promises to each other as hereinafter set forth, the parties hereto do mutually agree as follows:

A. The Contractor hereby agrees to perform in a manner satisfactory to the Department the following activities:

(DESCRIBE THE ACTIVITIES)

B. The Department agrees to provide the following:

(DESCRIBE REFERRAL MECHANISMS, SUPPORT, ETC.,

GUIDELINES TO BE PROVIDED.)

C. The Contractor will be compensated by the Department in the following manner:

1) For services rendered, the Department will compensate the Contractor at a rate of ____ per _____ for a maximum of _____ during the period of the Contract.

2) (THIS PARAGRAPH SHOULD INDICATE THE AGREED-UPON BILLING AND PAYMENT PROCEDURES, PLUS THE FOLLOWING): Total compensation paid to the contractor under the terms of this contract shall not exceed $_____.

3) Final expenditure reports are to be received by the Department within _____ days after the end of the contract period.

D. This contract is for the performance of services rendered during the period beginning _____ and ending _____.

E. Either party may terminate this agreement by giving 30 days written notice to the other party. If the contract is terminated by the Department, the Contractor will be paid only for services actually rendered.

F. It is understood and agreed between the Contractor and the Department that the payment specified in this agreement, its continuation or any renewal or extension thereof, is dependent upon and subject to the allocation or appropriation of funds to the Department for the purpose set forth in this agreement.

G. The Contractor agrees that claims for WIC support costs will not be used to claim reimbursement for services already funded by other sources.

H. The contractor agrees that the state, USDA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. The contractors shall maintain all required records for the period specified in the North Carolina Department of Health and Human Resources Records Retention and Disposition Schedule for Local Health Departments, found at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention.

I. All parties to the contract agree to abide by all laws and regulations governing the confidentiality of patient information, and further agree to vigorously safeguard privileged information.

J. All activities under this contract will be conducted in accordance 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), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race,

color, national origin, age, sex (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which Federal financial assistance is received for the administration of the WIC Program; and hereby gives assurances that it will immediately take measures necessary to effectuate this agreement. By providing this assurance, the contractor agrees to compile data, maintain records and submit records and reports as requested by the Community Nutrition Services Section to permit effective enforcement of the nondiscrimination laws, and to permit the Community Nutrition Services Section personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Community Nutrition Services Section shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of

food service equipment or any other financial assistance extended in reliance on the representations and agreement made in this assurance.

K. The contract may be renewed annually upon the mutual agreement of both parties. Any renewal shall be negotiated 30 days prior to the beginning of the contract period.

L. This contract may be amended upon the mutual agreement of the parties to the contract. All amendments shall be in writing and signed by both parties to the contract.

SIGNATURES:

Contractor	Date
Agency, Center, Department	Date

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