AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Amendment for Task Orders #3; Colorado Department

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: BOCC & CO Dept Public Health & Environment

Term Begins: Oct 1, 2015 **Term Ends:** 9/30/2016 **Grant Contract #:**

Summary:

Renew state contract for WIC services. No changes in SOW and have been fully met in the past. Exhibit M mentions LARC which is WIC terminology for Local Agency Retail Coordinator.

Fiscal Impact: $53,785

Submitted by: C Worrall **Submitter's Email Address:** cworrall@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Continuation of grant for next cycle. Looks good.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/25/2015

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 8/20/15

Reveiwed by: Discharge Date: 8/21/2015 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/25/2015

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 9/1/2015

Revised April 2015

DEPARTMENT OR AGENCY NAME
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
PSD-WIC

DEPARTMENT OR AGENCY NUMBER
FHLA

CONTRACT ROUTING NUMBER
16-82508

AMENDMENT FOR TASK ORDERS #3

This Amendment is made this **3rd** day of **August**, **2015**, by and between the State of Colorado, acting by and through the **DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, whose address or principal place of business is **4300 Cherry Creek Drive South, Denver, Colorado 80246**, hereinafter referred to as the "State"; and, **BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY, (a political subdivision of the state of Colorado)**, whose address or principal place of business is **200 East Virginia Avenue, Gunnison, Colorado 81230-2297, for the use and benefit of the GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, whose address or principal place of business is 225 North Pine Street, Suite E, Gunnison, Colorado 81230-2333**, hereinafter referred to as the "Contractor".

FACTUAL RECITALS

The parties entered into a Master Contract, dated January 17, 2012, with contract routing number **13 FAA 00023**.

Pursuant to the terms and conditions of the Master Contract, the parties entered into a Task Order Contract, dated **August 20, 2012,** with encumbrance number **PO FLAWIC1347905,** and contract routing number **13 FLA 47905, as amended by** Grant Funding Change Letter #1, contract routing number **13 FLA 57375,** Amendment for Task Order #1, contract routing number **14 FLA 58765,** Grant Funding Change Letter #2, contract routing number **14 FLA 69221**, Option Letter #1, contract routing number **15 FHLA 71883**, and Amendment for Task Order #2, contract routing number **15 FHLA 78195**, collectively referred to herein as the "Original Task Order Contract, whereby the Contractor was to provide to the State the following:

> **Conduct and administer a component of the Special Supplemental Nutrition Program for Women, Infants, and Children, hereinafter referred to as the "WIC Program", within an approved service area. Service includes nutrition education and the provision of certain nutrition foods to pregnant, lactating and postpartum women, infants, and children under five (5) year of age, whose income falls below specified levels and have an identifiable nutrition risk factor, as described in 7 CRS, Part 246, and the State WIC Program Manual.**

The State promises to pay the Contractor the sum of **Fifty Three Thousand Seven Hundred Eighty Five Dollars**, **($53,785.00)** in exchange for the promise of the Contractor to continue to perform the work identified in the Original Task Order Contract for the renewal term of **1 year**, ending on **September 30, 2016**.

NOW THEREFORE, in consideration of their mutual promises to each other, stated below, the parties hereto agree as follows:

1. Consideration for this Amendment to the Original Task Order Contract consists of the payments and services that shall be made pursuant to this Amendment, and promises and agreements herein set forth.

2. It is expressly agreed to by the parties that this Amendment is supplemental to the Original Task Order Contract, contract routing **13 FLA 47905, as amended by** Grant Funding Change Letter #1, contract routing number **13 FLA 57375,** Amendment for Task Order #1, contract routing number **14 FLA 58765,** Grant Funding Change Letter #2, contract routing number **14 FLA 69221**, Option Letter #1, contract routing number **15 FHLA 71883**, and Amendment for Task Order #2, contract routing number **15 FHLA**

78195, collectively referred to herein as the Original Contract, which is by this reference incorporated herein. All terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly rewritten, incorporated, and included herein.

3. It is expressly agreed to by the parties that the Original Task Order Contract is and shall be modified, altered, and changed in the following respects only:

   A. This Contract Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number 13 FLA 47905. This Amendment is for the **renewal term** of **October 1, 2015**, through and including **September 30, 2016**. This Amendment modifies the Original Task Order Contract by adding descriptive elements. The following provision modifications are incorporated herein by this reference.

      i. The following information shall be added as a supplement to page 1 of the Task Order Contract:
         a Contractor DUNS: 133115220
         b Classification: Subrecipient

   B. This Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number **13 FLA 47905**. This Amendment is for the **renewal term** of **October 1, 2015**, through and including **September 30, 2016**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term** is **Fifty Three Thousand Seven Hundred Eighty Five Dollars, ($53,785.00)** for an amended **total** financial obligation of the State of **TWO HUNDRED THIRTY ONE THOUSAND SEVEN HUNDRED NINE DOLLARS, ($231,709.00)**. This is an increase of **Fifty Three Thousand Seven Hundred Eighty Five Dollars, ($53,785.00)** of the amount payable from the previous term. Of the maximum amount for this **renewal term** **Zero Dollars, ($0.00)** are attributable to a funding source of the State of Colorado and **Fifty Three Thousand Seven Hundred Eighty Five Dollars, ($53,785.00)** are attributable to a funding source of the United States Government (see Catalog of Federal Domestic Assistance (CFDA) number **10.5570**). Of the amended **total** financial obligation of the State referenced above **Zero Dollars, ($0.00)** are attributable to a funding source of the State of Colorado and **TWO HUNDRED THIRTY ONE THOUSAND SEVEN HUNDRED NINE DOLLARS, ($231,709.00)** are attributable to a funding source of the United States Government. The revised **Budget** is incorporated herein by this reference and identified as "**Exhibit N".**

   C. This Amendment is issued pursuant to paragraph **5** of the Original Task Order Contract identified by contract routing number **13 FLA 47905**. This Amendment **modifies the Additional Provisions in Exhibit A and modifies the Statement of Work in Exhibit B** of the Original Task Order Contract. The revised Additional Provisions and Statement of Work is incorporated by this reference and identified as **"Exhibit L & M".**

   The Original Task Order Contract is modified accordingly. All other terms and conditions of the Original Task Order Contract are reaffirmed.

4. The Effective Date of this Amendment is **October 1, 2015**, or upon approval of the State Controller, or an authorized delegate thereof, whichever is later.

5. Except for the Special Provisions and other terms and conditions of the Master Contract and the General Provisions of the Original Task Order Contract, in the event of any conflict, inconsistency, variance, or contradiction between the terms and provisions of this Amendment and any of the terms and provisions of the Original Task Order Contract, the terms and provisions of this Amendment shall in all respects supersede, govern, and control. The Special Provisions and other terms and conditions of the Master Contract shall always control over other provisions of the Original Task Order Contract or any subsequent amendments thereto. The representations in the Special Provisions to the Master Contract concerning the absence of personal interest of state of Colorado employees and the certifications in the Special Provisions

relating to illegal aliens are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*** Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.**

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY
(a political subdivision of the state of Colorado)
for the use and benefit of the
GUNNISON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

_____
Signature of Authorized Officer

_____
Date

_____
Print Name of Authorized Officer

_____
Print Title of Authorized Officer

STATE:

STATE OF COLORADO
John W. Hickenlooper, Governor

By: _____
For the Executive Director
DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

PROGRAM APPROVAL:

By: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

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ADDITIONAL PROVISIONS
To Task Order Contract Dated 08/20/2012 - CMS Task Order Routing Number 13 FLA 47905
Amendment for Task Order #3 Routing Number 16 FHLA 82508

These provisions are to be read and interpreted in conjunction with the provisions of the Task Order Contract specified above.

1. This Task Order Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 10.557).

2. The United States Department of Agriculture ("USDA"), through the Food and Nutrition Services ("FNS") has awarded as of 10/01/2015 anticipated federal funds of $22,400,000 under Notice of Cooperative Agreement Award, hereinafter "NCAA", number **3C0700701**, to perform the following: to operate the Special Supplemental Nutrition Program for Women, Infants, and Children, officially known as the "WIC" Program.

   If the underlying Award authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall reimburse the Contractor for any allowable and allocable expenses of the Contractor that have been incurred by the Contractor since the proposed Effective Date of this Task Order Contract. If the underlying Award does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that Award, then the State shall only reimburse the Contractor for those allowable and allocable expenses of the Contractor that are incurred by the Contractor on or after the Effective Date of this Task Order Contract, with such effective date being the later of the date specified in this Task Order Contract or the date the Task Order Contract is signed by the State Controller or delegee.

3. To receive compensation under the Contract, the Contractor shall submit a signed monthly CDPHE Reimbursement Invoice Form. This form is accessible from the CDPHE internet website http://www.colorado.gov/cs/Satellite/CDPHE-Main/CBON/1251622941228 and is incorporated and made part of this Contract by reference. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form and Expenditure Details page must be submitted no later than **forty-five (45)** calendar days after the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work and Budget. The Contractor shall submit the invoice using one of the three methods listed below.

   Mail to:

   Prevention Services Division – WIC Program
   Cyril Padilla – Fiscal Officer
   Colorado Department of Public Health and Environment
   PSD-WIC-6420
   4300 Cherry Creek Drive South
   Denver, Colorado 80246

   Scan the completed and signed CDPHE Reimbursement Invoice Form into an electronic document. Email the scanned invoice and Expenditure Details page to: Cyril Padilla – Fiscal Officer at Cyril.padilla@state.co.us

Fax the completed and signed CDPHE Reimbursement Invoice Form to and Expenditure Details page to: Attention: Cyril Padilla at 303-756-9926

Final billings under the Contract must be received by the State within a reasonable time after the expiration or termination of the Contract; but in any event no later than **forty-five (45)** calendar days from the effective expiration or termination date of the Contract.

Unless otherwise provided for in the Contract, "Local Match", if any, shall be included on all invoices as required by funding source.

The Contractor shall not use federal funds to satisfy federal cost sharing and matching requirements unless approved in writing by the appropriate federal agency.

4. Time Limit For Acceptance Of Deliverables.

   a. Evaluation Period. The State shall have **sixty (60)** calendar days from the date a deliverable is delivered to the State by the Contractor to evaluate that deliverable, except for those deliverables that have a different time negotiated by the State and the Contractor.

   b. Notice of Defect. If the State believes in good faith that a deliverable fails to meet the design specifications for that particular deliverable, or is otherwise deficient, then the State shall notify the Contractor of the failure or deficiencies, in writing, within **thirty (30)** calendar days of: 1) the date the deliverable is delivered to the State by the Contractor if the State is aware of the failure or deficiency at the time of delivery; or 2) the date the State becomes aware of the failure or deficiency. The above time frame shall apply to all deliverables except for those deliverables that have a different time negotiated by the State and the Contractor in writing pursuant to the State's fiscal rules.

   c. Time to Correct Defect. Upon receipt of timely written notice of an objection to a completed deliverable, the Contractor shall have a reasonable period of time, not to exceed **thirty (30)** calendar days, to correct the noted deficiencies. If the Contractor fails to correct such deficiencies within thirty (30) calendar days, the Contractor shall be in default of its obligations under this Task Order Contract and the State, at its option, may elect to terminate this Task Order Contract or the Master Contract and all Task Order Contracts entered into pursuant to the Master Contract.

5. Health Insurance Portability and Accountability Act (HIPAA) Business Associate Determination.

   The State has determined that this Contract does not constitute a Business Associate relationship under HIPAA.

6. This award does not include funds for Research and Development.

7. The Contractor shall obtain the prior written approval of the State before, and as a condition of, purchasing any equipment with WIC funds that costs Five Thousand Dollars ($5000.00) or more. If such approval is given by the State, and the Contractor purchases the equipment, then that equipment shall be the property of the State's WIC Program

8. The Contractor shall insure that no claim is submitted to the State for the reimbursement of those services which are already funded by other state or federal programs, or for costs which are not allowable as defined in the WIC Program Manual, which is available at http://coloradowic.com/

9. The Contractor's claims for the reimbursement of all administrative costs shall be made in accordance with

all applicable requirements imposed by the USDA, including but not limited to 7 C.F.R., Part 246, as amended, all applicable Office of Management and Budget (OMB) circulars, and the State's WIC policies, as amended.

10. Continued State financial reimbursement under this Task Order Contract is contingent upon the continued operation of the WIC program as described in this Task Order Contract, and the Contractor's timely submission of all the reports, data, or other documentation required under this Task Order Contract.

11. The State may require continued performance for a period of one (1) years at the same rates and same terms specified in the contract. If the State exercises the option, it will provide written notice to the Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to **Attachment A-1**. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

    The State may increase or decrease the quantity of services described in Exhibit B based upon the rates established in the Contract. If the State exercises the option, it will provide written notice to the Contractor at least 30 days prior to the end of the current contract term in a form substantially equivalent to Exhibit B**.** Performance of the services shall continue at the same rates and terms. If exercised, the provisions of the Option Letter shall become part of and be incorporated into the original contract.

12. The State may increase or decrease funds available under this Contract using a Grant Funding Letter substantially equivalent to **Attachment A-2**. The Grant Funding Letter is not valid until it has been approved by the State Controller or designee.

13. **Nondiscrimination:** The Recipient will comply with following the nondiscrimination statutes and regulations, other related regulations and any USDA nondiscrimination directives:

    a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d- *et seq.)* and USDA regulations at 7 CFR Part 15, Nondiscrimination, an Department of Justice regulations at 28 CFR Part 42, Non discrimination; Equal Employment Opportunity: Policies And Procedures;

    b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.)* and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting from Federal Financial Assistance;

    c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 1681 *et seq.)* and USDA regulations at 7 CFR Part 15a, Education Programs or Activities Receiving or Benefiting or Benefiting from Federal Financial Assistance, and Department of Justice regulations at 28 CFR Part 41, Implementation of Executive Order 12250, Nondiscrimination On the Basis of Handicap In Federally Assisted Programs; and

    d. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.)* The Grantee assures that it will immediately take any measures necessary to effectuate the requirements in these laws, regulations and directives. The Grantee gives this assurance in consideration of and for the purpose ofobtaining the funds provided under this agreement.

    e. The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213).

       The following nondiscrimination statement shall be included, in full, on all materials that are produced by the grant recipient for public information, public education, or public distribution. "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is

prohibited from discriminating on the basis of race, color national origin, sex, age, or disability.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint filing cust.html , or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer."

14. The Contractor shall agree to support full use of federal funds provided from USDA/Food and Nutrition Service to Colorado to administer the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) as established in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760 (b), as amended by Section 361 of the Health, Hunger-Free Kids Act of 2010 (Public Law 111-296). This stipulates that funds provided for administration should be excluded from local agency budget restrictions including at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC program if there are enough WIC funds available to pay for those services during the contract period

15. No State or other public funds payable under this Contract shall be used for the acquisition, operation or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions

STATEMENT OF WORK
To Contract Dated 08/20/2012 - Original Contract Routing Number 13 FLA 47905
Amendment for Task Order # 3 Routing Number 16 FHLA 82508

These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.

I. Entity Name: Board of County Commissioners of Gunnison County for the use and benefit of the Gunnison County Department of Health and Human Services
Term: October 1, 2015 – September 30, 2016

II. Project Description:
The WIC Program is a federally funded program established through United States Department of Agriculture (USDA) Food and Nutrition Services (FNS) to supply specified nutritious foods and nutrition education to low income pregnant, lactating and postpartum women and children under five (5) years of age.

III. Work Plan:

Goal #1: The Women, Infants and Children (WIC) Program will improve the nutritional status of low income women and children in Colorado.	
Objective #1: The Contractor shall implement and operate the USDA – Food and Nutrition Services (FNS) Women, Infant and Children program.	
Activity #1	The Contractor shall provide nutrition education and referrals to all enrolled WIC participants
Sub-Activity	1. The Contractor shall conduct and document nutrition education services in the WIC computer system, certifying participants for the WIC program and referring participants identified as having a high nutritional/medical risk factor for high risk nutrition counseling as necessary. 2. The Contractor shall create, implement, and evaluate an annual Local Agency Nutrition Education Plan. 3. The Contractor shall monitor monthly participant caseload reports and develop outreach strategies to increase program participation. 4. The Contractor shall create and maintain a current list of services and organizations for referral purposes. 5. The Contractor shall contact the WIC State Program staff at the Colorado Department of Public Health and Environment (CDPHE) with questions regarding regulation interpretation.
Activity #2	The Contractor shall provide breastfeeding support to pregnant and postpartum women.
Sub-Activity	1. The Contractor shall endorse breastfeeding as the preferred and normal method of infant feeding amongst WIC program participants. 2. The Contractor shall provide appropriate breastfeeding education to all pregnant participants and throughout the postpartum period. 3. The Contractor shall establish clinic procedures to incorporate positive peer influence prenatally and during the postpartum period (could include bulletin boards, classes, support groups, and/or peer counselor contact) to encourage and support breastfeeding amongst participants. 4. The Contractor shall ensure and document within the Compass system that all staff complete the breastfeeding training module.

	5. The Contractor shall collaborate with other programs/groups within its community that provide breastfeeding education and support. 6. The Contractor shall maintain a breast pump inventory and provide appropriate breast pumps to participants, when necessary, and provide additional appropriate education on pumping and breast milk storage.
Activity #3	The Contractor shall administer food benefits to all enrolled WIC participants.
Sub-Activity	1. The Contractor shall provide food benefits to all enrolled WIC participants based on the individualized food prescription. Food benefits shall be issued via the Compass computer system. 2. The Contractor shall provide training to WIC participants on use of WIC benefits. 3. The Contractor shall be responsible for the security and accountability of negotiable food instruments (WIC Checks and EBT cards) and shall reimburse the State for any WIC Program funds which are misused or otherwise diverted due to negligence, fraud, theft, embezzlement, or any other loss caused by the Contractor, its employees or agents.
Activity #4	The Contractor shall assign an employee to serve as a Local Agency Retail Coordinator (LARC).
Sub-Activity	1. The LARC shall work in conjunction with the State WIC Program at CDPHE in training, outreach and compliance activities for the WIC retail stores 2. The LARC shall respond to participant and retailer issues and notify state office of unresolved or ongoing issues
Activity #5	The Contractor shall complete the necessary regulatory and administrative requirements of the program.
Sub Activity	1) The Contractor shall protect the confidentiality of a recipient's identity by limiting access to the recipient's records to: the USDA, the General Accounting Office (GAO), State WIC officials, local WIC employees, the recipient's health care provider (with participant's permission), programs with a formal information sharing agreement with the State WIC Program at CDPHE and listed on the Participant's Rights and Obligations form, agencies with overlapping service areas, counties with Commodity Supplemental Food Programs to prevent dual participation, and auditors representing a federal, state or local government. Access to records by other third parties must be accompanied by a release of information signed by the recipient. 2) The Contractor shall inform the WIC State Program at CDPHE of new employees and the security role to be assigned within the WIC computer system. 3) The Contractor shall complete a security access audit two times per year regarding the current computer system users. 4) The Contractor shall require its employees to track time worked on the following WIC activities: Nutrition Education, Breastfeeding Support, Clinic Services and Administration. A time study report shall be generated by the Contractor based upon this information for the WIC State Office. 5) The Contractor shall create an annual budget for operating the WIC program and submit a copy of that budget to the WIC Fiscal Officer at CDPHE. 6) The Contractor shall provide the necessary Information Technology (IT) support, data security, and internet access necessary to operate the WIC computer and peripheral

	devices. 7) The Contractor shall be responsible for the security of all WIC equipment in its control or possession and shall immediately report any loss or damage to that equipment which is caused by the negligence, abuse, or misuse of the equipment by the Contractor. 8) The Contractor shall maintain a computer equipment inventory for WIC Staff. 9) The Contractor shall respond to WIC State Program at CDPHE, USDA and auditor requests. 10) The Contractor shall submit an annual salary survey for WIC personnel expenses – salary and benefits for use with the annual WIC funding formula.
Standards and Requirements	1. The Contractor shall administer the WIC program to qualified participants according to specifications outlined in the federal regulations 7 C.F.R. Part 246, available at http://www.fns.usda.gov/wic/wic-laws-and-regulations and through the Colorado WIC program manual located at https://www.colorado.gov/cdphe/wic-manuals-and-guides and any State WIC Program policy letters. 2. The Contractor shall ensure that all participants to the program meet the following eligibility requirements: a. Are pregnant, lactating and/or post partum women **OR** are children under the age of 5, who fall below the United States Department of Health and Human Services (USDHHS) income poverty guidelines, found at http://www.fns.usda.gov/wic/wic-laws-and-regulations **AND** b. Who have an identifiable nutrition risk factor as described in the applicable regulations and the State WIC Program Manual. 3. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The contractor shall monitor documents and website content for updates and comply with all updates. 4. The Contractor shall provide an environment for the participant/WIC staff visit that is welcoming, breastfeeding friendly, and confidential. 5. The Contractor shall accommodate cultural and language diversity of participants through the use of translation services as needed. 6. The Nutrition Education Plan shall be submitted annually to the Nutrition Coordinator at the State WIC Program at CDPHE and shall include the following: a. Objectives b. Activities c. Methods of evaluation 7. The Contractor shall adhere to the following regarding staff: a. Staffing shall be sufficient to service participant caseload and meet operating standards as described in the WIC Program Manual. b. Any newly hired staff shall complete the WIC Certification Program as described in the WIC Program Manual, including new employee training c. Staff shall attend regulatory scheduled workshops or State sponsored meetings on administrative policies, procedures and nutrition. d. Staff shall exhibit a positive attitude toward breastfeeding. e. Staff shall consistently meet performance expectations. f. Qualifications of personnel assigned by the Contractor to perform the services outlined within this contract shall be available for review and approval by the State WIC Program at CDPHE. 8. IT support shall include: a. Ordering equipment, as directed by the State WIC Program at CDPHE. b. Setting up equipment and downloading the Compass system. c. Setting up multi-function printers, MICR check printers, card reader and PIN pad devices for EBT, and signature pads with direction from the State WIC program. d. Ensuring that no system changes or upgrades are done to the WIC computers without first verifying that the upgrades are compatible with the WIC Compass

system.

e. Computers and peripherals, such as printers, shall be disposed of at the direction of the State WIC Program at CDPHE.

9. The Contractor shall maintain a computer equipment inventory that includes:
   a. Computer Model
   b. Serial Number
   c. Date purchased
   d. Acquisition Cost
   e. Warranty Expiration
   f. Computer Location.

10. Specific guidance for the Contractor's Local Agency Retail Coordinator (LARC) is provided in the WIC Program Manual and WIC Retailer Handbook located within the Program Manual.
11. Time Study reports submitted to the State WIC Program at CDPHE shall be:

    a. For each of its employees to the WIC State Program for the time frame of one week per month OR one month per quarter
    b. Submitted to the WIC Fiscal Officer
12. The State WIC Program at CDPHE shall provide an annual budget template.
13. The Security Access Form and Audit shall be submitted to the WIC Help Desk at the State WIC Program at CDPHE. The forms are located in the WIC program Manual.
14. The State WIC Program at CDPHE shall:
    a. Conduct program and fiscal monitoring visits in accordance with the WIC Program Manual.
    b. Provide monthly caseload reports to WIC Program Directors.
    c. Provide nutrition education training and statewide meetings.
    d. Provide access to on-line nutrition education for use with WIC participants.
    e. Provide guidance on federal program regulations.
    f. Provide funding for computers, equipment, specialty trainings and state meetings.
15. The Salary Survey template will be provided to WIC Program Directors annually by the State WIC Program at CDPHE. It should be submitted for all staff members that work on the WIC program. It must include monthly salary costs, monthly benefits and monthly expected Full-Time Equivalent (FTE) hours to be worked on the WIC grant for the calendar year. The salary survey shall be submitted to the WIC Fiscal Officer at CDPHE.
16. The Contractor shall keep on file and have available for review, audit and evaluation:
    a. A copy of this contract;
    b. Information on the service area and financial eligibility standards used by the Contractor;
    c. Complete and accurate participant records documenting nutrition risk, certification information of applicants, foods prescribed, nutrition care, counseling and referrals provided under its WIC Program;
    d. A complete, accurate, and current accounting which documents all funds received and expended pursuant to this contract;
    e. Detailed inventory records as described in Standards and Requirements, #5;
    f. Complete and accurate retail records documenting training, monitoring and those problems, if any with each retailer;
    g. Racial/ethnic participation data;
    h. Fair hearing information; and
    i. Participant abuse records.

Expected Results of Activity(s)	All eligible applicants are provided with WIC services within processing standards.	
Measurement of Expected Results	The State WIC Program at CDPHE will review monthly caseload reports and the annual Nutrition Education Plan evaluation to determine program scope and effectiveness.	
		Completion Date
Deliverables	1. The Contractor shall submit an annual Nutrition Education Plan.	**Due by September 1**
	2. The Contractor shall submit an evaluation of the previous year's Nutrition Education Plan.	**Due by October 30**
	3. The Contractor shall submit an annual budget.	**Due by November 1**
	4. The Contractor shall submit monthly or quarterly time studies.	**Monthly time studies due within 30 days following end of month. Quarterly time studies due within 30 days following the end of the quarter.**
	5. The Contractor shall submit Security Access Forms for all employees.	**Due when requesting access for a new employee or when requesting a change in access to the Compass Computer System.**
	6. The Contractor shall submit Security Access Audit Forms for all WIC employees.	**Due January 31st and July 31st.**
	7. The Contractor shall submit an annual salary survey.	**Due by January 15**
	8. The Contractor shall provide computer equipment inventory	**Upon Request**

IV. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Fiscal Officer. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include the Breastfeeding Peer Counseling Monitoring form and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

V. Resolution of Non-Compliance:

The Contractor will be notified in writing within **fifteen (15)** calendar days of discovery of a compliance issue. Within **thirty (30)** calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to

determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and time line for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the time line, the Contractor must email a request to the Fiscal Officer and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure time lines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

EXHIBIT N

BUDGET
To Task Order Contract Dated 08/20/2012 - Contract Routing Number 13 FLA 47905
Amendment for Task Order #3 Routing Number 16 FHLA 82508

Task Order - FFY 2013 Budget (October 1, 2012 – September 30, 2013)	$63,101.00
Grant Funding Letter #1 - Regional Training Funds Increase	$318.00
Amendment #1 - FFY 2014 Budget (October 1, 2013 – September 30, 2014)	$55,836.00
Grant Funding Letter #2 – Funding Formula Funds Increase	$1,000.00
Grant Funding Letter #2 – LMS Training Travel Funds Increase	$845.00
Option Letter #1 - FFY 2015 Budget (October 1, 2014 – September 30, 2015)	$52,021.00
Amendment #2 – Additional Funds Request Increase	$3,803.00
Amendment #2 – Computer Purchase Funds Increase	$1,000.00
Amendment #3 - FFY 2016 Budget (October 1, 2015 – September 30, 2016)	**$53,785.00**
TOTAL CONTRACT	**$231,709.00**