AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County & Colroado Department of Public Health & Environment

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
This is the yearly contract for the WIC Program. There has been a significant reduction in funds in the amount of $7,265. This will reduce staff hours.

Fiscal Impact: $55,836

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

Finance Review: (●) Required ( ) Not Required

Comments:

Staff reductions will be necessary due to reduced award.

Reviewed by: Lnienhueser Discharge Date: 8/2/2013

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

Comments:

Reviewed by: ATrezise Discharge Date: 8/2/2013 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: KHaase Discharge Date: 8/2/2013

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

Agenda Date: 8/6/2013 Follow Up Agenda Date: N/A

Revised April 2013

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

DEPARTMENT OR AGENCY NUMBER
FLA

CONTRACT ROUTING NUMBER
14-58765

AMENDMENT FOR TASK ORDERS #1

This Amendment is made this **11th** day of **July**, **2013**, 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, 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**, 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 16, 2012**, with contract encumbrance number **PO FLA WIC1347905**, and contract routing **13 FLA 47905, as amended by** Grant Funding Change Letter #1, contract routing number **13 FLA 57375**, 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, but are not limited to, nutrition education and the provision of certain nutrition foods to pregnant, lactating and postpartum women, infants, and children under five (5) years 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's WIC Program Manual.**

The State promises to pay the Contractor the sum of **Fifty Five Thousand Eight Hundred Thirty Six Dollars, ($55,836.00)** 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, 2014**.

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 number **13 FLA 47905, as amended by** Grant Funding Change Letter #1, contract routing number **13 FLA 57375, 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 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, 2013**, through and including **September 30, 2014**. The maximum amount payable by the State for the work to be performed by the Contractor during this **renewal term** is **Fifty Five Thousand Eight Hundred Thirty Six Dollars, ($55,836.00)** for an amended **total** financial obligation of the State of **ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS, ($119,255.00)**. This is an **increase** of **Fifty Five Thousand Eight Hundred Thirty Six Dollars, ($55,836.00)** 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 Five Thousand Eight Hundred Thirty Six Dollars, ($55,836.00)** 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 **ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS, ($119,255.00)** are attributable to a funding source of the United States Government. The revised **Budget** is incorporated herein by this reference and identified as **Exhibit H**:

   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 **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 D & G**.

   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, 2013**, 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

_____
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 08/16/2012 - Contract Routing Number 13 FLA 47905
Amendment for Task Order #1 Routing Number 14 FLA 58765

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

1. 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.

2. This Task Order Contract contains federal funds (see Catalog of Federal Domestic Assistance (CFDA) number 10.5570)

3. The United State Department of Agriculture ("USDA"), through its Food and Nutrition Services (FNS) has awarded federal funds 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 the 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 the 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 contract is signed by the State Controller or delegee.

4. To receive compensation under this Task Order 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. CDPHE will provide technical assistance in accessing and completing the form. The CDPHE Reimbursement Invoice Form must be submitted within sixty (60) calendar days of the end of the billing period for which services were rendered. Expenditures shall be in accordance with the Statement of Work attached hereto as **Exhibit G** and incorporated herein.

   Submit completed CDPHE Reimbursement Invoice Form to:

   Fiscal Contract Monitor
   Prevention Services Division - WIC
   Colorado Department of Public Health and Environment
   PSD-WIC-6420
   4300 Cherry Creek Drive South
   Denver, Colorado 80246

   To be considered for payment, billings for payments pursuant to this Task Order Contract must be received within a reasonable time after the period for which payment is requested, but in no event no later than sixty (60) calendar days after the relevant performance period has passed. Final billings under this Contract must be received by the State within a reasonable time after the expiration or termination of this Task Order Contract; but in no event no later than sixty (60) calendar days from the effective expiration or termination date of this Task Order Contract.

   Unless otherwise provided for in this Task Order 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.

5. 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.

6. The Contractor shall obtain the prior written approval of the State before, and as a condition of, purchasing any equipment with WIC funds which costs Five Hundred Dollars ($500.00) or more. If such approval is given by the State, and the equipment is purchased by the Contractor, then that equipment shall be the property of the State's WIC Program. A copy of the invoice for any equipment purchased under this Contract which costs Five Hundred Dollars ($500.00) or more shall be submitted to the State by the Contractor with a request for reimbursement. No equipment purchased with WIC funds may be disposed of by the Contractor without the prior written approval of the State and the USDA. If requested by the State, the Contractor shall deliver all equipment purchased through this Contract to the State. The Contractor shall maintain an inventory of all equipment purchased under this Contract and shall verify that inventory on an annual basis.

7. 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.

8. The Contractor shall provide services to all WIC Program participants and employees in a smoke-free environment. In accordance with Public Law 103-227, also known as the Pro-Children Act of 1994, "smoke-free" shall mean that smoking is not permitted in any portion of any indoor facility owned, leased, or otherwise contracted for by the Contractor if that facility is routinely or regularly used for the provision of child care or health services to any child under the age of eighteen (18) when those services are funded in whole or in part with Federal funds.

9. 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.

10. Incorrect payments to the Contractor due to omission, error, fraud, defalcation, or any other reason, shall be recovered from the Contractor by the State: by deduction from subsequent payments under this Task Order Contract or other task order contracts between the State and the Contractor; or, by the State as a debt due to the State. The State and the Federal government reserve the right to audit the Contractor's books and records for a period of six(6) years after this Contract expires or terminates in order to validate the allowableness of costs paid under this Task Order Contract. Any costs not allowable under the State of Colorado Procurement Code and Rules or, the State's WIC Program regulations shall be reimbursed by the Contractor, or offset against current obligations of the State to the Contractor, at the State's election.

11. 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.

12. The participant level shall be negotiated between the State and Contractor based on the availability of food dollars and the average food package costs and shall be approved and documented in writing, and amended as needed.

13. 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 **Exhibit E**. 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.

14. 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 E**. 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.

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

EXHIBIT E

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	CMS Routing #

1) **OPTIONS:** Choose all applicable options listed in §1 and in §2 and delete the rest.
   - **a.** Option to renew only *(for an additional term)*
   - **b.** Change in the amount of goods within current term
   - **c.** Change in amount of goods in conjunction with renewal for additional term
   - **d.** Level of service change within current term
   - **e.** Level of service change in conjunction with renewal for additional term
   - **f.** Option to initiate next phase of a contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - a. **For use with Options 1(a-e):** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution , and Contractor's Name, the State hereby exercises its option for an additional term beginning Insert start date and ending on Insert ending date at a cost/price specified in Section , AND/OR an increase/decrease in the amount of goods/services at the same rate(s) as specified in Identify the Section, Schedule, Attachment, Exhibit etc.
   - b. **For use with Option 1(f), please use the following:** In accordance with Section(s) of the Original Contract routing number between the State of Colorado, Insert Name of Department or Higher Ed Institution , and Contractor's Name, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc for the term beginning Insert start date and ending on Insert ending date at the cost/price specified in Section .
   - c. **For use with all Options 1(a-f):** The amount of the current Fiscal Year contract value is increased/decreased by $ amount of change to a new contract value of Insert New $ Amt to as consideration for services/goods ordered under the contract for the current fiscal year indicate Fiscal Year. The first sentence in Section is hereby modified accordingly. The total contract value including all previous amendments, option letters, etc. is Insert New $ Amt.

3) **Effective Date**. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	PROGRAM APPROVAL:
By: Lisa McGovern, Purchasing & Contracts Unit Director Date: _____	By: _____

ALL CONTRACTS REQUIRE APPROVAL 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: _____

Effective Date: 1/6/09-Rev 8/25/09

EXHIBIT F

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter #	CMS Routing #

TO: Insert Grantee's name

In accordance with Section of the Original Contract routing number , [insert the following language here if previous amendment(s), renewal(s) have been processed] as amended by [include all previous amendment(s), renewal(s) and their routing numbers], [insert the following word here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and Contractor's Name beginning Insert start date <insert start date of original contract> and ending on Insert ending date <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of grant funds available and specified in Section of <insert contract amendment number and routing number> is ☐ increased or ☐ decreased by $amount of change to a new total funds available of $ <insert new cumulative total> for the following reason: . Section is hereby modified accordingly.

This Grant Funding Change Letter does not constitute an order for services under this Grant.

The effective date of hereof is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Public Health and Environment	PROGRAM APPROVAL:
By: Lisa McGovern, Purchasing & Contracts Unit Director Date: _____	By: _____

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Date: _____

Effective Date: 1/6/09-Rev 8/25/09

STATEMENT OF WORK
To Task Order Contract Dated 08/16/2012 - Contract Routing Number 13 FLA 47905
Amendment for Task Order #1 Routing Number 14 FLA 58765

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

I. **Project Description:** The Contractor shall conduct and administer a component of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). The program supplies specified nutritious foods, nutrition education and breastfeeding support to pregnant, lactating and postpartum women and children under five (5) years of age who fall below those levels of income as established by the United States Department of Health and Human Services (USDHHS). The WIC program is established and regulated by the United States Department of Agriculture (USDA), and administered through the Colorado Department of Public Health and Environment (CDPHE) within the state of Colorado.

II. **Performance Requirements/Deliverables:**

a. 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 **www.fns.usda.gov/wic/lawsandregulations** and through the State of Colorado WIC Program Manual located at **http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251618421096.**

b. The Contractor shall ensure all participants in the WIC program meet the following eligibility requirements:
   i. Are pregnant, lactating and/or are postpartum women or are children under the age of five (5) who fall below the United States Department of Health and Human Services (USDHHS) income poverty guidelines, which can be found at **http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251618409114.**
   ii. **And** who have an identifiable nutrition risk factor as described in the applicable regulations and the State WIC Program Manual.

c. The Contractor shall insure the availability of those health services identified in the applicable Federal Regulations to participants up to the income level specified for the WIC Program: by providing those services in on-site clinics; or, by referring participants to State of Colorado licensed physicians or public or nonprofit agencies which will provide those services.

d. The Contractor shall operate its WIC Program in the manner described by the current version of the State WIC Program Manual, as amended, including but not limited to the Clinic Users Procedures. The manual has been made available to the Contractor as of the effective date of this Contract and is available on-line at **http://www.colorado.gov/cs/Satellite/CDPHE-PSD/CBON/1251618421096.**

e. The Contractor shall utilize the State's food delivery system, which has been approved by the USDA Food and Nutrition Service ("FNS").

f. The Contractor shall conduct and document nutrition education services as described in the applicable WIC Regulations and the State WIC Program Manual. The Contractor shall consult with a State assigned Nutrition Consultant regarding the delivery of these services. The Contractor shall abide by the State's nutrition education plan and submit an annual nutrition education plan due to the State's WIC Program by September 1st, which shall outline its objectives, activities, and methods of evaluation. An evaluation of the previous year's nutrition education plan is due annually by September 30th.

g. The Contractor shall maintain appropriate staff, as defined in the "Local Staffing" section of the State WIC Program Manual to administer its WIC Program.

h. The Contractor shall insure that the qualifications of personnel assigned by the Contractor to perform the services covered by this Contract shall be available for review and approval by the State's WIC Program.

i. The Contractor shall insure that all of its WIC staff complete the following training:

   i. New employee training
   ii. WIC Certification Program training within the time lines specified in the "Local Staffing" section of the State WIC Program Manual.

iii. Insure that all appropriate personnel attend regularly scheduled workshops sponsored by the State's WIC Program on administrative policies, procedures and nutrition.

j. The Contractor shall train and monitor those local retailers assigned by the State's WIC Program, and document in local agency files its activities with those local retailers as specified in the State WIC Program Manual.

k. 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's WIC Office 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.

l. The Contractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in rendering services to Program applicants or recipients as described at 7 C.F.R., Part 246.8, and the State WIC Program Manual.

m. The Contractor shall operate its WIC Program in accordance with FNS Instruction 113-2, "Title VI Civil Rights Compliance and Enforcement in the Special Supplemental Food Program for Women, Infants and Children and the Commodity Supplemental Food Program", which has been made available to the Contractor as of the effective date of this Contract and is available on-line at **http://www.fns.usda.gov/cr/Documents/113-1.pdf.**

n. The Contractor shall be responsible for the security and accountability of negotiable food instruments (WIC Checks)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.

o. The Contractor is responsible for providing the necessary Information Technology (IT) support and internet access necessary to run the WIC computer system to administer the program.

p. 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 to the State's WIC Office. The Contractor shall be liable for any loss or damage to that equipment which is caused by the negligence, abuse, or misuse of the equipment by the Contractor.

q. The Contractor shall not make any changes, additions, or otherwise alter in any way, the WIC computer software or its equipment without the prior written approval of the State's WIC Office.

r. The Contractor shall abide by all security requirements which are specified in the State WIC Program Manual.

s. In addition to the CDPHE standardized invoice, the Contractor shall submit time and effort reports detailing the percentage of time each employee spends on nutrition education, breastfeeding education, clinic services and administration to the state office throughout the contract period. The specific requirements of these reports are detailed in the State Program Manual.

t. 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.

u. The Contractor shall retain all financial records, supporting documents, statistical records, and all other records documenting the services provided by the Contractor under this Contract for a period of three and one half (3 ½) years after the expiration or termination of this Contract. The records described herein shall be available to the State at all reasonable times at the Contractor's general offices. If any litigation, claim, or audit is started before the expiration of the three and one half (3 ½) year period, then the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

v. The Contractor shall keep on file and have available for review, audit, and evaluation:

i. A copy of this Contract;
ii. Information on the service area and financial eligibility standards used by the Contractor;
iii. Complete and accurate participant records documenting nutrition risk, certification information of applicants, foods prescribed, nutrition care, counseling, and referrals provided under its WIC Program;
iv. A complete, accurate, and current accounting which documents all funds received and expended pursuant to this Contract;
v. Detailed inventory records including purchase date, acquisition cost, location, inventory number, and disposition information;
vi. Complete and accurate retail records documenting training, monitoring, and those problems, if any, with each retailer;
vii. Racial/ethnic participation data;
viii. Fair hearing information; and
ix. Participant abuse records.

w. 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.

III. Monitoring:

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the Program's Nutritional Consultants and Fiscal Officers as outlined in the WIC Program Manual. Methods used will include review of documentation reflective of performance to include nutrition education plans, site visits, time and effort reporting, fiscal and program monitoring visits, and financial documentation. 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.

IV. Resolution of Non-Compliance:

The Contractor will be notified by e-mail within 10 days of discovery of a compliance issue. Within 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 by email or mail 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 Program Director 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 Remedies section of the General Provisions of this contract.

EXHIBIT H

BUDGET
To Task Order Contract Dated 08/16/2012 - Contract Routing Number 13 FLA 47905
Amendment for Task Order #1 Routing Number 14 FLA 58765

Task Order - FFY 2013 Budget (October 1, 2012 – September 30, 2013)	**$63,101.00**
Grant Funding Letter #1 - Regional Training Funds	**$318.00**
Amendment #1 - FFY 2014 Budget (October 1, 2013 – September 30, 2014)	**$55,836.00**
TOTAL CONTRACT	**$119,255.00**