AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Approved Task Order Contract; Routing # 18 FHLA 10

Action Requested: Board of County Commissioners' Signature

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

Term Begins: 10/1/2017 **Term Ends:** 9/30/2018 **Grant Contract #:**

Summary:

Annual state contract for nutrition services for low income families for Women, Infant & Children (WIC).

Fiscal Impact: $58,429

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

Finance Review: (●) Required ( ) Not Required

Comments:
On-going program. no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/31/2017

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

Comments:
ok db 8/31/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/31/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/31/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 9/5/2017

Revised April 2015

DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

CMS ROUTING NO. 18 FHLA 104029

APPROVED TASK ORDER CONTRACT – WAIVER #154

This task order contract is issued pursuant to master contract made on 11/23/2016, with routing number 18 FAA 00023.

STATE:
State of Colorado for the use & benefit of the
Department of Public Health and Environment
Division of Prevention Services
WIC Program
4300 Cherry Creek Drive South
Denver, Colorado 80246

CONTRACTOR:
Board of County Commissioners of Gunnison County
200 East Virginia Avenue
Gunnison, Colorado, 81230-2297
for the use and benefit of the
Gunnison County Department of Health And Human Services
225 North Pine Street, Suite E
Gunnison, Colorado, 81230-2333

CONTRACTOR DUNS: 133115220

CONTRACTOR ENTITY TYPE:
Political Subdivision

CONTRACT MADE DATE: 8/4/2017

CORE ENCUMBRANCE NUMBER:
201800001690

BILLING STATEMENTS RECEIVED:
Monthly

TERM:
This contract shall be effective upon approval by the State Controller, or designee, or on 10/01/2017, whichever is later. The contract shall end on 09/31/2018.

STATUTORY AUTHORITY: Not Applicable

CLASSIFICATION: Subrecipient

CONTRACT PRICE NOT TO EXCEED: $58,429.00

FEDERAL FUNDING DOLLARS: $58,429.00

STATE FUNDING DOLLARS: $0.00

OTHER FUNDING DOLLARS: $0.00

Specify "Other":

PROCUREMENT METHOD:
Exempt

BID/RFP/LIST PRICE AGREEMENT NUMBER:
Not Applicable

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:
FY18: $43,822.00
FY19: $14,607.00

LAW SPECIFIED VENDOR STATUTE:
Not Applicable

STATE REPRESENTATIVE:
Kathryn Gasowski
Department of Public Health and Environment
Division of Prevention Services
WIC Program
4300 Cherry Creek Drive South
Denver, Colorado 80246

PRICE STRUCTURE: Cost Reimbursement

CONTRACTOR REPRESENTATIVE:
Susan Harrison
Gunnison County Department of Health/Human Srvs
225 North Pine Street, Ste. E
Gunnison, Colorado 81230

PROJECT DESCRIPTION:
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 provisions of certain nutrition foods 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.

EXHIBITS:

The following exhibits are hereby incorporated:

Exhibit A -	Additional Provisions (and any of its Attachments; e.g., A-1, A-2, etc.)
Exhibit B -	Statement of Work (and any of its Attachments; e.g., B-1, B-2, etc.)
Exhibit C -	Budget (and any of its Attachments; e.g., C-1, C-2, etc.)

GENERAL PROVISIONS

The following clauses apply to this Task Order Contract. These general clauses may have been expanded upon or made more specific in some instances in exhibits to this Task Order Contract. To the extent that other provisions of this Task Order Contract provide more specificity than these general clauses, the more specific provision shall control.

1. This Task Order Contract is being entered into pursuant to the terms and conditions of the Master Contract including, but not limited to, Exhibit One thereto. The total term of this Task Order Contract, including any renewals or extensions, may not exceed five (5) years. The parties intend and agree that all work shall be performed according to the standards, terms and conditions set forth in the Master Contract.

2. In accordance with section 24-30-202(1), C.R.S., as amended, this Task Order Contract is not valid until it has been approved by the State Controller, or an authorized delegee thereof. The Contractor is not authorized to, and shall not; commence performance under this Task Order Contract until this Task Order Contract has been approved by the State Controller or delegee. The State shall have no financial obligation to the Contractor whatsoever for any work or services or, any costs or expenses, incurred by the Contractor prior to the effective date of this Task Order Contract. If the State Controller approves this Task Order Contract on or before its proposed effective date, then the Contractor shall commence performance under this Task Order Contract on the proposed effective date. If the State Controller approves this Task Order Contract after its proposed effective date, then the Contractor shall only commence performance under this Task Order Contract on that later date. The initial term of this Task Order Contract shall continue through and including the date specified on page one of this Task Order Contract, unless sooner terminated by the parties pursuant to the terms and conditions of this Task Order Contract and/or the Master Contract. Contractor's commencement of performance under this Task Order Contract shall be deemed acceptance of the terms and conditions of this Task Order Contract.

3. The Master Contract and its exhibits and/or attachments are incorporated herein by this reference and made a part hereof as if fully set forth herein. Unless otherwise stated, all exhibits and/or attachments to this Task Order Contract are incorporated herein and made a part of this Task Order Contract. Unless otherwise stated, the terms of this Task Order Contract shall control over any conflicting terms in any of its exhibits. In the event of conflicts or inconsistencies between the Master Contract and this Task Order Contract (including its exhibits and/or attachments), or between this Task Order Contract and its exhibits and/or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) the Special Provisions of the Master Contract; 2) the Master Contract (other than the Special Provisions) and its exhibits and attachments in the order specified in the Master Contract; 3) this Task Order Contract; 4) the

Additional Provisions - **Exhibit A**, and its attachments if included, to this Task Order Contract; 5) the Scope/Statement of Work - **Exhibit B**, and its attachments if included, to this Task Order Contract; 6) other exhibits/attachments to this Task Order Contract in their order of appearance.

4. The Contractor, in accordance with the terms and conditions of the Master Contract and this Task Order Contract, shall perform and complete, in a timely and satisfactory manner, all work items described in the Statement of Work and Budget, which are incorporated herein by this reference, made a part hereof and attached hereto as "**Exhibit B**" and "**Exhibit C**".

5. The State, with the concurrence of the Contractor, may, among other things, prospectively renew or extend the term of this Task Order Contract, subject to the limitations set forth in the Master Contract, increase or decrease the amount payable under this Task Order Contract, or add to, delete from, and/or modify this Task Order Contract's Statement of Work through a contract amendment. To be effective, the amendment must be signed by the State and the Contractor, and be approved by the State Controller or an authorized delegate thereof. This contract is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this Task Order Contract on the effective date of such change as if fully set forth herein.

6. The conditions, provisions, and terms of any RFP attached hereto, if applicable, establish the minimum standards of performance that the Contractor must meet under this Task Order Contract. If the Contractor's Proposal, if attached hereto, or any attachments or exhibits thereto, or the Scope/Statement of Work - Exhibit B, establishes or creates standards of performance greater than those set forth in the RFP, then the Contractor shall also meet those standards of performance under this Task Order Contract.

7. **STATEWIDE CONTRACT MANAGEMENT SYSTEM** *[This section shall apply when the Effective Date is on or after July 1, 2009 and the maximum amount payable to Contractor hereunder is $100,000 or higher]*

   By entering into this Task Order Contract, Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

   Contractor's performance shall be evaluated in accordance with the terms and conditions of this Task Order Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Task Order Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of the Statement of Project of this Task Order Contract. Such performance information shall be entered into the statewide Contract Management System at intervals established in the Statement of Project and a final review and rating shall be rendered within 30 days of the end of the Task Order Contract term. Contractor shall be notified following each performance and shall address or correct any identified problem in a timely manner and maintain work progress.

   Should the final performance evaluation determine that Contractor demonstrated a gross failure to meet the performance measures established under the Statement of Project, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Colorado Department of Public Health and Environment and showing of good cause, may debar Contractor and

prohibit Contractor from bidding on future contracts. Contractor may contest the final evaluation and result by: (i) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (ii) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

8. If this Contract involves federal funds or compliance is otherwise federally mandated, the Contractor and its agent(s) shall at all times during the term of this contract strictly adhere to all applicable federal laws, state laws, Executive Orders and implementing regulations as they currently exist and may hereafter be amended. Without limitation, these federal laws and regulations include the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6062 of Public Law 110-252, including without limitation all data reporting requirements required there under. This Act is also referred to as FFATA.

SIGNATURE PAGE
Contract Routing Number: 18 FHLA 104029

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that he or she is duly authorized to execute this Contract and to bind the party authorizing his or her signature.

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

_____
Print Name of Authorized Individual

_____
Print Title of Authorized Individual

_____
Signature of Authorized Individual

_____
Date

STATE OF COLORADO
John W. Hickenlooper, Governor

Colorado Department of Public Health and Environment
Larry Wolk, MD, MSPH, Executive Director and Chief Medical Officer

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment
Kathryn Gasowski
Fiscal Unit Supervisor – Nutrition Services

By: _____
Signature of Authorized CDPHE Program Approver

_____
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: _____
Name of Agency Delegate-Denise Burrows

Effective Date: _____

This page left intentionally blank.

ADDITIONAL PROVISIONS
To Contract Dated 08/04/2017 - CMS Contract Routing Number 18 FHLA 104029

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

1. This 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 10/01/2017 anticipated federal funds of $23,000,000.00 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 Notice of Cooperative Agreement Award "NCAA" authorizes the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, 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 Contract. If the underlying NCAA does not authorize the State to pay all allowable and allocable expenses of a Contractor as of the Effective Date of that NCAA, 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 Contract, with such Effective Date being the later of the date specified in this Contract or the date the 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 https://www.colorado.gov/pacific/cdphe/standardized-invoice-form-and-links 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 this Statement of Work and Budget. The Contractor shall submit the invoice using one of the following three methods

   Mail to:

   Cyril Padilla, WIC Fiscal Administrator
   Prevention Services Division – WIC Program
   Colorado Department of Public Health and Environment
   PSD-A4-WIC
   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 with the Excel workbook containing the Expenditure Details page to: Cyril Padilla, WIC Fiscal Administrator, cyril.padilla@state.co.us

   Fax the completed and signed CDPHE Reimbursement Invoice Form and Expenditure Details page to: Attention: Cyril Padilla, WIC Fiscal Administrator, 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.

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 State**,** at its discretion, shall have the option to extend the term under this Contract beyond the Initial Term for a period or for successive periods, of 1 year at the same rates and under the same terms specified in the Contract. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit D**. If exercised, the provisions of the Option Letter shall become part of and be incorporated in the original contract. The total duration of this contract shall not exceed 5 years.

11. The State, at its discretion, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State fiscal Year or the funds available for any specific line items described in this Grant. In order to exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to **Exhibit E**. The exercise of this right shall not be valid until it has been approved by the contractor.

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 ($5,000.00) 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.

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, Nondiscrimination; 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 of obtaining 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 civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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.

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 8/4/2017 - Original Contract Routing Number 18 FHLA 104029

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

I. **Entity Name:** Gunnison County Department of Health And Human Services
Term: October 1, 2017 – September 30, 2018

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, card readers 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 C

BUDGET
To Contract Dated 08/4/2017 - Contract Routing Number 18 FHLA 104029

Contract - FFY 2018 Budget (October 1, 2017 – September 30, 2018)	$58,429.00
TOTAL CONTRACT	**$58,429.00**

Exhibit D

OPTION LETTER

Date:	State Fiscal Year:	Option Letter No.	Original Contract CMS#
		Option Letter CMS Routing #	CORE Encumbrance #

DELETE all **BLUE** text, **CUSTOMIZE Red text** and **CHANGE** Red text to **Black** after customization.

1) **OPTIONS:** Choose all applicable options listed below
   - **a.** Option to extend for a renewal or additional term
   - **b.** Option to change amount of goods
   - **c.** Option to change amount of services
   - **d.** Option to change contract rates
   - **e.** Option to initiate next phase of contract

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:
   - **a. For use with Options a:** In accordance with Section(s) enter section the Original Contract referenced above between the State of Colorado, Colorado Department of Public Health and Environment, and enter Contractor's name the State hereby exercises its option for an additional term beginning insert start date and ending on insert end date at the rates stated in the Original Contract, as amended.
   - **b. For use with Option b and c.** In accordance with Section(s) enter section of the Original Contract routing number referenced above, between the State of Colorado, Colorado Department of Public Health and Environment, and enter Contractor's name the State hereby exercises its option to Increase/Decrease the quantity of Goods/Services or both at the rates stated in the Original Contract, as amended.
   - **c. For use with Option d.** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to modify the Contract rates specified in Exhibit/Section Number. The Contract rates attached to this Option letter in Exhibit/Attachment Name replace the rates in the original Contract as of the Option Effective Date of this Option Letter.
   - **d. For use with Option e:** In accordance with Section(s) enter section of the Original Contract routing number referenced above, the State hereby exercise its option to initiate Phase indicate which Phase: 2, 3, 4 etc. which shall begin on insert start date and ending on insert end date at the cost/price specified in Section enter section the Original Contract referenced above.
   - **e. For use with Options a, b, c that modify the contract value:** The amount of the current Fiscal Year contract value is increased/decreased by $ enter amount of change to a new contract value of insert new $ amount as consideration for services/goods ordered under the contract for the current fiscal year Indicate Fiscal Year. The Contract is hereby modified accordingly. The amended total contract financial obligation including all previous amendments, option letters, etc. is insert new $ amount.

3) **Effective Date:** The effective date of this Option Letter is upon approval of the State Controller if exact date is required complete the following: enter date, and include the following: whichever is later.

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

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: _____

Exhibit E

GRANT FUNDING CHANGE LETTER

Date:	State Fiscal Year:	Grant Funding Change Letter (GFCL) #	CMS Routing # CORE Encumbrance #

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 words here if previous amendment(s), renewal(s) have been processed] between the State of Colorado, Department of Public Health and Environment and <insert contractor name> beginning <insert start date of original contract> and ending on <insert ending date of current contract amendment>, the undersigned commits the following funds to the Grant:

The amount of (federal, state, other) grant funds available and specified in Section of <insert previous contract modification number and routing number> is ☐ increased or ☐ decreased by $ amount of change to new total funds for the period <date to date> of $ <insert new period cumulative total> for the following reason: Section is hereby modified accordingly. The revised Budget is incorporated herein by this reference and identified as Revised Exhibit *. (if budget attached; delete sentence if no budget included.)
Complete the table below; insert/delete rows as needed.

The table below reflects the original budget and all modifications to the total since the effective date of the Original Contract.

SUMMARY OF CHANGES					
Document Type	**CMS Routing #**	**Funding Source** (federal, state, other)	**Period**	**Dollar Amount**	**Period Total**
Original Contract				$	$
				$	$
				$	$
				$	$
				$	$
			Contract Cumulative Grand Total	$	

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 <insert projected effective date>, whichever is later.

STATE OF COLORADO
John W. Hickenlooper, Governor
Department of Public Health and Environment

By: _____
Lisa McGovern
Purchasing and Contracting Section Director, CDPHE

_____
Date

PROGRAM APPROVAL
Colorado Department of Public Health and Environment

By: _____
INSERT-Name of Authorized Individual
INSERT-Official Title of Authorized Individual

_____
Date

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Name of Agency Delegate-Please delete if contract will be routed to OSC for approval.

Effective Date: _____