AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: CDPHE; Women Infants & Children Grant

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Colorado Department of Public Health and Env

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

Summary:

Continuation of the WIC grant

Fiscal Impact: $177,052

Submitted by: Randy Morgan **Submitter's Email Address:** rmorgan@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, renewal of existing grant. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 8/21/2019

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

Comments:
ok db 8/23/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 8/23/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 8/29/2019

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

Agenda Date: 9/3/2019

Revised April 2015

CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE(S)

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Drive South** **Denver, CO 80246**	Original Contract Number **18 FHLA 104029**
Contractor **Board Of County Commissioners Of Gunnison County** **(a political subdivision of the state of Colorado)** **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**	Amendment Contract Number **20 FHLA 140873**
Contract Performance Beginning Date : **The later of the Effective date or October 1, 2019**	Current Contract Expiration Date : **September 30, 2020**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract	18 FHLA 104029	$58,429.00	$0	$0	10/2017 - 9/2018	$58,429.00
Grant Funding Change Letter #1	18 FHLA 111394	$430.00	$0	$0	10/2017 - 9/2018	$58,859.00
Grant Funding Change Letter #2	19 FHLA 112103	$1,000.00	$0	$0	10/2017 - 9/2018	$59,859.00
Option Letter #1	19 FHLA 112292	$56,660.00	$0	$0	10/2018 - 9/2019	$116,519.00
Amendment #1	20 FHLA 140873	$60,686.00	$0	$0	10/2019 - 9/2020	$177,205.00
					Current Contract Maximum Cumulative Amount	$177,205.00

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR	**STATE OF COLORADO**
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	Jared S. Polis, Governor **Colorado Department Of Public Health and Environment** Jill Hunsaker Ryan, MPH Executive Director
_____ _____ By: Print Name & Title Date: _____	_____ By: Lisa McGovern, Procurement and Contracts Section Director, CDPHE Date: _____

PROGRAM APPROVAL Colorado Department of Public Health and Environment Kathryn Gasowski Nutrition Services Branch Fiscal Manager By: _____ Signature of Authorized CDPHE Program Approver Date:_____	In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ David Norris, Controller, CDPHE Amendment Effective Date:_____

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown under the State Controller Signature. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown under the State Controller Signature or **October 1, 2019**, whichever is later and shall terminate on the termination of the Contract or **September 30, 2020**, whichever is earlier.

4. PURPOSE

The Parties entered into the agreement to

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.

The Parties now desire to increase funding and change Statement of Work for the following reason: Contract Renewal.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The Contract Maximum Amount is deleted and replaced with the Current Contract Maximum Amount shown on the Signature and Cover Page for this Amendment.

B. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Amendment and all prior amendments thereto, if any, are modified as follows:

i. The Parties now agree to modify Exhibit: A: Additional Provisions #8 of the agreement. The Grant Funding Letter is deleted and replaced in its entirety with the Option Letter.

ii. The Parties now agree to modify Exhibit: B: Statement of Work, Standards and Requirements #1 of the agreement. The WIC Program Manual is deleted and replaced in its entirety with Policies and Procedures Manual located at https://www.coloradowic.gov/policies-procedures/manuals/2019-wic-policy-manual

iii. The Parties now agree to add Exhibit: B Statement of Work, Activity #5 Sub-Activity #11 .

iv. The Parties now agree to add Exhibit: B Statement of Work, Activity #5, Sub-Activity #12.

v. The Parties now agree to add Exhibit: B – Statement of Work, Standards and Requirements #17.

vi. The Parties agree to modify Exhibit D: Option Letter Template and replace with Revised Exhibit D: the new version of the Option Letter Template used by the Colorado Department of Public Health and Environment.

D. The Amendment and all prior amendments thereto, if any, are modified as follows:

i. The Parties now agree to modify Exhibit C of the agreement. Exhibit C is deleted and replaced in its entirety with Exhibit G to increase the budget for the renewal term.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

ADDITIONAL PROVISIONS
To Contract Dated 08/4/2017 - Contract Routing Number 18 FHLA 104029
Contract Amendment #1 Routing Number 20 FHLA 140873

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.

8. ~~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.~~ The State**,** at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and/or Services based upon the rates established in this Contract, and modify the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in as form substantially equivalent to **Exhibit** D. Delivery of Goods and/or performance of Services shall continue at the same rates and terms as described in this Contract.

9. 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

10. 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/

11. 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.

12. 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 08/4/2017 - Contract Routing Number 18 FHLA 104029
Contract Amendment #1 Routing Number 20 FHLA 140873

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

I. **Entity Name:**

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. 11) The Contractor shall direct all requests for the disclosure of WIC participant information to the Data and Evaluation Unit at the Colorado State WIC Office. 12) The Contractor shall abide by all terms and conditions outlined in applicable Memorandums of Understanding (MOU) executed for the purposes of administering the WIC program or managing its data.
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~~ Policies and Procedures Manual located at https://www.coloradowic.gov/policies-procedures/manuals/2019-wic-policy-manual 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 Policies and Procedures 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 Policies and Procedures Manual. b. Any newly hired staff shall complete the WIC Certification Program as described in the WIC Policies and Procedures 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 Policies and Procedures Manual and WIC Retailer Handbook located within the Policies and Procedures 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 Policies and Procedures Manual. 14. The State WIC Program at CDPHE shall: a. Conduct program and fiscal monitoring visits in accordance with the WIC Policies and Procedures 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.

	17. The Contractor shall provide copies of any Memorandums of Understanding (MOU) created for the purpose of administering the WIC program or its data use to the State of Colorado WIC program via email or mail upon execution.	
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.

OPTION LETTER #: Click here to enter text.

State Agency : **Colorado Department Of Public Health and Environment** **4300 Cherry Creek Drive South** **Denver, CO 80246**	Original Contract Number **Click here to enter text.**
Contractor **Click here to enter text.**	Option Letter Contract Number **Click here to enter text.**
Contract Performance Beginning Date : **Click here to enter a date.**	Current Contract Expiration Date : **Click here to enter a date.**

CONTRACT MAXIMUM AMOUNT TABLE

Document Type	Contract Number	Federal Funding Amount	State Funding Amount	Other Funding Amount	Term (dates)	Total
Original Contract		$	$	$		$
Option Letter #1		$	$	$		$
					Current Contract Maximum Cumulative Amount	$

1) **OPTIONS**
   - **A.** Option to extend for an Extension Term
   - **B.** Option to change quantity of goods under the Contract
   - **C.** Option to change quantity of services under the Contract
   - **D.** Option to change Contract rates
   - **E.** Option to initiate next phase of Contract

2) **REQUIRED PROVISIONS**:

A. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option for an additional term, beginning **Click here to enter a date.** and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended for the following reason: **Click here to enter text.**

B. In accordance with Section(s) Click here to enter text. of the Original Contract referenced above, the State hereby exercises its option to **Choose an item.** the quantity of **Choose an item.** at the rates stated in the Original Contract as amended, **Click or tap here to enter text.** is deleted and replaced in its entirety with **Click here to enter text.**, for the following reason: **Click here to enter text.** .

C. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above the State hereby exercises its option to modify the Contract rates specified in **Click here to enter text.** for the following reason: **Click here to enter text.**. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. In accordance with Section(s) **Click here to enter text.** of the Original Contract referenced above, the State hereby exercise its option to initiate Phase **Click here to enter text.**, which shall begin on **Click here to enter a date.** and end on **Click here to enter a date.** at the cost/price specified in Section **Click here to enter text.**.

E. The Contract Maximum Amount is deleted and replaced with the Current Contract Maximum Amount table shown above.

3) **OPTION EFFECTIVE DATE:**

A. The effective date of this Option Letter is upon approval of the State Controller or **Click here to enter a date.** whichever is later.

PROGRAM APPROVAL	**STATE OF COLORADO** Jared S. Polis, Governor Department of Public Health and Environment Jill Hunsaker Ryan, MPH, Executive Director
_____ _____ By: Print Name & Title Date:_____	_____ By: Lisa McGovern, Procurement & Contracts Section Director 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: _____
David Norris, Controller, CDPHE

Date: _____

EXHIBIT G

BUDGET
To Contract Dated 08/4/2017 - Contract Routing Number 18 FHLA 104029
Contract Amendment #1 - Routing Number 20 FHLA 140873

Contract - FFY 2018 Budget (October 1, 2017 – September 30, 2018)	$58,429.00
Grant Funding Letter #1 - Regional Training Funds Increase	$430.00
Grant Funding Letter #2 - Additional Fund Request	$1,000.00
Option Letter #1 - FFY 2019 Budget (October 1, 2018 – September 30, 2019)	$56,660.00
Amendment #1 - FFY 2020 Budget (October 1, 2019 – September 30, 2020)	**$58,929.00**
Amendment #1 – State Meeting Funds	**$1,757.00**
TOTAL CONTRACT	**$177,205.00**

COLORADO
Department of Public Health & Environment

Contract (Original or Amendment)
Acceptance Instructions
For
Interagency/Intergovernmental & Local Public Health Agencies (LPHAs)

1. Contract Document

Print: Please print two (**2**) copies of the PDF contract document attached to this email. Recommend double-sided printing.

2. Obtain Signatures

Signatures: the signature authority for the organization must sign the two (2) contract documents. Original signatures are required. Please use blue ink.

Accepted signature authorities for agencies are as follows:

- ☐ **Institutions of Higher Education (IHE):** President, Chancellor, State Controller, Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Agencies :** Individuals with final executive authority for an Agency (regardless of title), Individuals with a delegation agreement with the State Controller (i.e. Chief Financial Officer, Agency Controller, Chief Procurement Officer)
- ☐ **Government:** Individual given actual authority based on governmental resolution.
  - **Counties** – Board of County Commissioners Chairperson or Executive Director
  - **County or District Board of Health** – Board of Health President or Executive Director
  - **County or District Board of Social Services** – Board of Social Services Chairperson
  - **Cities and Towns** – Mayor
  - **Cities and Towns** – City Manager (if city manager structure)
  - **School District** – School District Superintendent

Signature of an individual with a <u>position title that is not listed</u> on the accepted signature authority list requires additional supporting documentation*.

3. Supporting Documentation

***Proof of Signing Authority (If applicable**): A signature authority letter or other regulatory document (resolution, charter, ordinance, etc) confirming the individual signing the contract is authorized to enter into contracts on behalf of the organization. The signatory on the signature authority letter must possess a title listed on the accepted signature authority list by entity. (Attached Sample Non-Profit Signature Authorization Letter, customize according to entity type).

4. Submission

Return: the two (2) original signed contract documents, and proof of signing authority (if applicable).

All contract documents should be submitted by: mail, courier service, delivery service such as FedEx or UPS, or hand delivered to the CDPHE Mailroom, to the address below, between the hours of 8:00am – 5:00pm, Monday through Friday. Delivery attempts outside the delivery times will not be accepted.

Colorado Department of Public Health & Environment
Division Address PSD-WIC-A4
Attention: Cyril Padilla
4300 Cherry Creek Drive South
Denver, CO 80246-1520

5. Contract review and approval

CDPHE will provide notification of the date work can begin under the contract. Work is not authorized to begin until the contract is fully executed (signed by all parties). An original fully executed contract will be mailed.

Signature Authority Letter

(Insert name of entity) exists as a non-profit corporate entity and as such does not have a President or Vice-President, but instead is governed by a Board of Directors. In addition, **(insert name of entity)** operates under the leadership of **(insert name of individual signing the contract)**, our Chief Operating Officer (COO). **(Insert name of individual signing the contract)** has the authority to sign contracts on behalf of **(insert name of entity)** which are binding

_____
Signature

_____
Print Name

_____
Title

_____
Date

SAMPLE
customize and print on
organizational letterhead