INTERGOVERNMENTAL AGREEMENT(IGA)

Contract No. ADHS14-053062

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: WIC, BFPC, FMNP Services **Begin Date:** October 1, 2013

Geographic Service Area: Gila County **Termination Date:** September 30, 2018

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

- [X] **Counties:** A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
- [ ] **Indian Tribes:** A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
- [ ] **School Districts:** A.R.S. §§ 11-951, 11-952, and 15-342.
- [ ] **City of Phoenix:** Chapter II, §§ 1 & 2, Charter, City of Phoenix.
- [ ] **City of Tempe:** Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name:
Gila County Health Services
Address:
5515 S. Apache Avenue, Suite 100
Globe, Arizona 85501

FOR CLARIFICATION, CONTACT:

Name: Paula Horn

Phone: 928-425-3231

FAX No: 928-425-0794

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.

X Michael A Pastor 10-1-13

Signature of Person Authorized to Sign Date

Michael A. Pastor, Chairman
Gila County Board of Supervisors

This Contract shall henceforth be referred to as Contract No. ADHS14-053062 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

State of Arizona
Signed this 30th **day of** October, **2013**

Christie Ruth

Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

X 10-1-13

Approved as to form:
Bryan B. Chambers, Deputy Attorney Principal

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

Attorney General Contract, No.P0012012000033, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:

10-25-13

Signature **Date**

Assistant Attorney General: Jordan T Ellel

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:

1.1 *"Attachment"* means any document attached to the Contract and incorporated into the Contract.

1.2 *"ADHS"* means Arizona Department of Health Services.

1.3 *"Budget Term"* means the period of time for which the contract budget has been created and during which funds should be expended.

1.4 *"Change Order"* means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.

1.5 *"Contract"* means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.

1.6 *"Contract Amendment"* means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.

1.7 *"Contractor"* means any person who has a Contract with the Arizona Department of Health Services.

1.8 *"Cost Reimbursement"* means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.

1.9 *"Days"* means calendar days unless otherwise specified.

1.10 *"Fixed Price"* establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.

1.11 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.12 *"Materials"* unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.

1.13 *"Procurement Officer"* means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.14 *"Purchase Order"* means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.

1.15 *"Services"* means the furnishing of labor, time or effort by a Contractor or Subcontractor.

1.16 *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.

1.17 *"State"* means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

2. **Contract Type.**

This Contract shall be: (check one)

__X__ Cost Reimbursement

3. **Contract Interpretation.**

3.1 Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

3.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

3.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

3.3.1 Terms and Conditions;

3.3.2 Statement or Scope of Work;

3.3.3 Attachments;

3.3.4 Referenced Documents.

3.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

3.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

3.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

3.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.8 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. **Contract Administration and Operation.**

4.1 Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.

4.2 Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.

4.3 New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

4.4 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.5 Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.6 Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.

4.6.1 *Federal Funding.* Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.

4.6.2 *State Funding.* Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.

4.7 Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.

4.8 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.

4.9 Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.

4.10 Property of the State.

4.10.1 *Equipment.* Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.

4.10.2 *Title and Rights to Materials.* As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or received by the Contractor in performance of this Contract. Contractor acknowledges that all

Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

4.10.3 *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.

4.10.4 Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4.10.5 In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation' does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

4.11 E-Verify Requirements In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

4.12 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

5. **Costs and Payments.**

5.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2 Recoupment of Contract Payments.

5.2.1 *Unearned Advanced Funds.* Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

5.2.2 *Contracted Services.* In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

5.2.3 *Refunds.* Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

5.2.4 *Unacceptable Expenditures.* The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

5.3 Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4 Applicable Taxes.

5.4.1 *State and Local Transaction Privilege Taxes.* The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

5.4.2 *Tax Indemnification.* The Contractor and all subcontractors shall pay all federal, state and local

taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5.4.3 *I.R.S. W9 Form.* In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

5.5 Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

5.6 Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

5.6.1 Accept a decrease in price offered by the Contractor;

5.6.2 Reduce the number of goods or units of service and reduce the payments accordingly;

5.6.3 Offer reductions in funding as an alternative to Contract termination; or

5.6.4 Cancel the Contract.

6. **Contract Changes.**

6.1 Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

6.2 Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.

6.3 Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. **Risk and Liability.**

7.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

7.2 Mutual Indemnification. Each party (as "indemnitor") agrees to indemnify, defend and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses

(including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims, which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

7.3 Indemnification - Patent and Copyright. To the extent permitted by A.R.S. § 41-621 and A.R.S. § 35-154, the Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of performance of the Contract or use by the State of materials furnished by or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

7.4 Force Majeure.

7.4.1 *Liability and Definition.* Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.4.2 *Exclusions.* Force Majeure shall not include the following occurrences:

7.4.2.1 Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.4.3 *Notice.* If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.4.4 *Default.* Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials.**

The following provisions shall apply to Materials only:

8.1 Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event

the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for one year after acceptance by the State of the Materials, they shall be:

8.2.1 Of a quality to pass without objection in the Contract description;

8.2.2 Fit for the intended purposes for which the Materials are used;

8.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

8.2.4 Adequately contained, packaged and marked as the Contract may require; and

8.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

8.3 Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.

8.4 Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

8.5 Survival of Rights and Obligations After Contract Expiration and Termination.

8.5.1 *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

8.5.2 *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. **State's Contractual Remedies.**

9.1 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.

9.2 Stop Work Order.

9.2.1 *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

9.2.2 *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period

of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

9.3 Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.

9.4 Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination.**

10.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

10.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

10.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

10.4 Termination Without Cause.

10.4.1 Both the State and the Contractor may terminate this Contract at any time with thirty (30) days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

10.4.2 If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.

10.4.3 If the State terminates this Contact pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be

paid its reasonable actual costs for work in progress as determined by GAAP up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

10.5 Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

10.6 Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.

10.7 Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.

10.8 Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. **Arbitration.**

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. **Communication.**

12.1 Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.

12.2 Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. **Client Grievances.**

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. **Sovereign Immunity.**

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. **Fingerprint and Certification Requirements/Juvenile Services.**

15.1 Paid and Unpaid Personnel. Pursuant to A.R.S. § 36-425.03, the Contractor shall ensure that all paid and unpaid personnel who are required or are allowed to provide Services directly to juveniles have obtained fingerprint clearance cards in accordance with A.R.S. § 41-1758 et. seq.

15.2 Costs. The Contractor shall assume the costs of fingerprint certifications and may charge these costs to its fingerprinted personnel.

16. **Administrative Changes.**

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

17. **Survival of Terms After Termination or Cancellation of Contract.**

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

18. **Health Insurance Portability and Accountability Act of 1996 (HIPAA).**

18.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

18.2 If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

19. Comments Welcome.

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 1740 West Adams, Suite 303, Phoenix, Arizona, 85007.

1. Background

1.1 The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC), Breastfeeding Peer Counseling Program (BFPC), and the Women and Children's Farmers Market Nutrition Programs (FMNP) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.

1.1.1 WIC Nutrition Services

1.1.1.1 The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food instruments/benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five (5) years of age), a household income at or below 185% of federal poverty guidelines, residence within the service area, and nutrition risks.

1.1.1.2 To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potential eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1.2.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

1.1.1.2.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;

1.1.1.2.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;

1.1.1.2.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first (1st) year of their baby's life;

1.1.1.2.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;

1.1.1.2.1.5 To reduce the proportion of adults who are considered obese to thirty-one percent (31%);

1.1.1.2.1.6 To reduce the proportion of children ages two through five (2-5) who are considered obese to ten percent (10%);

1.1.1.2.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

1.1.1.2.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.2.1.9 To increase the proportion of children ages zero through two (0-2) who view no television or videos on an average day to forty-five (45%).

2. Breastfeeding Peer Counseling (BFPC)

2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.

2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.

2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

3. Farmer's Market Nutrition Program (FMNP)

3.1 The Women and Children Farmers' Market Nutrition Program (FMNP) is intended to increase consumption of locally grown fresh fruits and vegetables by providing FMNP checks to a limited number of WIC women and children to purchase these items directly from growers at ADHS-approved farmers' markets. FMNP is also intended to support local agriculture by expanding the awareness, use of, and sales at farmers' markets.

4. Objective

At a minimum, to provide WIC services while allowing each Local Agency to provide, at their discretion, Breastfeeding Peer Counseling Services and / or Farmers' Market Nutrition Program Services.

5. Scope of Work

5.1 WIC Services

5.1.1 The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

5.1.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;

5.1.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;

5.1.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

5.1.1.4 Issue WIC food instruments/benefits;

5.1.1.5 Ensure the collection and recording of accurate information;

5.1.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;

5.1.1.7 Provide administrative functions for operation of the WIC Program; and

5.1.1.8 Prepare and submit all required plans/reports in accordance with this contract and the WIC PPM.

5.2 Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the according to the WIC Policy and Procedure Manual in order to increase the breastfeeding rate and duration of breastfeeding.

5.3 Farmer's Market Nutrition Program (FMNP)

5.3.1 WIC FMNP Contractors shall perform all the work required to administer and provide WIC FMNP services to eligible participants including but not limited to:

5.3.1.1 Identifying participants and offering program services;

5.3.1.2 Distributing information to participants;

5.3.1.3 Providing competent staff to perform certification;

5.3.1.4 Issuing of FMNP checks;

5.3.1.5 Safeguarding FMNP checks;

5.3.1.6 Documenting accurately all required information;

5.3.1.7 Providing administrative functions necessary for operation of the FMNP;

5.3.1.8 Preparing and submitting all required reports in accordance with this Contract; and

5.3.1.9 Adhering to all provisions of the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6. Tasks and Requirements

6.1 WIC Services Outreach and Referrals

6.1.1 The Contractor shall:

6.1.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Contract;

6.1.1.2 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Contract;

6.1.1.3 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Contract; and

6.1.1.4 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Contract.

6.2 BFPC Outreach

6.2.1 The Contractor shall:

6.2.1.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

6.3 Participant Records

6.3.1 The Contractor shall:

6.3.1.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

6.3.1.1.1 Eligibility and ineligibility determinations;

6.3.1.1.2 Complete nutrition assessments;

6.3.1.1.3 Nutrition and breastfeeding education and support;

6.3.1.1.4 Nutrition and breastfeeding counseling;

6.3.1.1.5 Encourage participants in setting behavioral goals;

6.3.1.1.6 Appropriate referrals;

6.3.1.1.7 Program abuse; and

6.3.1.1.8 Food instrument issuances.

6.3.1.2 Maintain inventory and accountability records, as set forth in the WIC PPM, of paper food instrument stock and food instruments issued by the Contractor.

6.3.1.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 24626 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

6.3.1.4 Ensure staff only has access to the WIC Computer Data System and client files for business related reason(s).

6.3.1.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed according to the WIC PPM.

6.3.1.6 Notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.

6.3.1.7 Immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

6.3.1.7.1 What data elements were involved and the extent of the data involved in the breach;

6.3.1.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;

6.3.1.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

6.3.1.7.4 A description of the probable causes of the improper use or disclosure; and

6.3.1.7.5 Whether Arizona Revised Statues (A.R.S) § 44-7501 or any other federal or state laws requiring individual notifications of breaches are triggered.

6.3.1.8 Provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

6.3.1.9 Notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. Obtain approval of content and timeline from ADHS prior to sending out of notification to affected individuals.

6.3.1.10 Arrange and pay for any mitigation (e.g. credit monitoring services) for participants at risk of identity theft because of breach of security of information.

6.4 FMNP Participant Records Tasks:

6.4.1 The Contractor shall:

6.4.1.1 Document certification and distribution of FMNP checks and submit reports to ADHS according to the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual.

6.5 Service Delivery and Program Rules

6.5.1 The Contractor shall:

6.5.1.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; To be eligible, program participants shall meet the following requirements:

6.5.1.1.1 Household income does not exceed 185% of the current designated federal poverty guidelines or are adjunctively eligible;

6.5.1.1.2 Have a nutritional risk as defined in the WIC PPM; and

6.5.1.1.3 Reside in Arizona as defined by the WIC PPM.

6.5.1.2 Ensure that the program participants are in one (1) of the following categories:

6.5.1.2.1 Pregnant women,

6.5.1.2.2 Breastfeeding women up to twelve (12) months post-partum,

6.5.1.2.3 Non-breastfeeding women up to six (6) months post-partum,

6.5.1.2.4 Infants from birth to age one (1), or

6.5.1.2.5 Children from age one (1) year through the end of the month in which they turn five (5) years.

6.5.1.3 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual;

6.5.1.4 Provide participant-centered nutrition education to participants and appropriately utilize emotion-based materials provided by the State;

6.5.1.5 Assist participants in setting goals for behavioral change and follow-up on goals set;

6.5.1.6 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote BFPC Program, when appropriate;

6.5.1.7 Prescribe a food package appropriate to the participant's nutritional risk(s) and category, and issue food instruments/benefits as set forth in the WIC PPM;

6.5.1.8 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided

with written information regarding community services and referrals in accordance with the WIC PPM and Local Agency referral procedures;

6.5.1.9 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;

6.5.1.10 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, food instrument/benefit use and redemption including the WIC Cash Value Vouchers (CVV), and if applicable, FMNP checks. The training shall be documented in the participant's record as set forth in the WIC PPM and/or Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.5.1.11 Distribute information to all participants regarding the authorized WIC vendors and the location and hours of ADHS approved Arizona Farmers' Markets; and

6.5.1.12 Explain to all WIC participants that, in addition to FMNP checks, WIC CVVs may be used to purchase locally grown fresh fruits and vegetables at FMNP approved farmers' markets in Arizona and provide instructions as to how to redeem both types of food instruments.

6.6 Additional BFPC Service Delivery Tasks

6.6.1 The Contractor shall:

6.6.1.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;

6.6.1.2 Provide peer counseling services. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and

6.6.1.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors.

6.7 Additional FMNP Delivery Tasks

6.7.1 The Contractor shall:

6.7.1.1 Identify eligible participants, offer FMNP checks, and provide services to participants in accordance with the Arizona Farmers' Market Nutrition Program Policies and Procedures Manual;

6.7.1.2 Issue a unique series of ADHS-provided FMNP check numbers after participant has been certified as an eligible WIC participant and has expressed a desire to participate in the program, through the Arizona electronic participant record system;

6.7.1.3 Submit a written request to the ADHS FMNP Manager for authorization to utilize a Local Agency WIC staff to train and certify local growers at no extra cost to ADHS. Grower training shall be conducted only by ADHS authorized individuals. Each request to conduct training will be granted on a case-by-case basis, and shall not be performed without receipt of prior written approval from the ADHS FMNP Manager;

6.7.1.4 Distribute to participants a brief description of non-allowable and allowable items (Participant Guide and other information provided by ADHS) and the time period for redeeming FMNP checks and WIC CVV's;

6.7.1.5 Notify ADHS within five (5) working days of receipt of any notification of change to the date, time or location of an individual Farmers' Market; and

6.7.1.6 If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, the Contractor may choose whether or not to distribute the additional checks with no increase in the Contract budget.

6.8 Participant-Centered Nutrition Education

6.8.1 The Contractor shall:

6.8.1.1 Prepare and submit a two (2) year Nutrition Services Plan for participants to include, but not be limited to:

6.8.1.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan,

6.8.1.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one additional objective for each goal,

6.8.1.1.3 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period,

6.8.1.1.4 Provide and document professional supervision, mentoring and monitoring of paraprofessional staff at the clinic level on a regular basis, as often as necessary, to ensure competence,

6.8.1.1.5 Provide, as often as necessary, high- and medium-risk nutrition education/counseling by a Registered Dietitian RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD,

6.8.1.1.6 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, the Contractor shall return to ADHS an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:

6.8.1.1.6.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;

6.8.1.1.6.2 The cost of procuring and producing nutrition education materials;

6.8.1.1.6.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

6.8.1.1.6.4 The cost of conducting participant evaluations of nutrition education;

6.8.1.1.6.5 The salary and other costs incurred in developing the nutrition education plan; and

6.8.1.1.6.6 Other ADHS-approved costs.

6.8.1.2 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or Arizona Nutrition Network (AZNN) materials and messages to ensure common nutrition messages; and

6.8.1.3 Provide documentation that a minimum of four percent (4%) of its annual WIC expenditures have been used to support breastfeeding promotion and education, If the four percent (4%) is not expended for breastfeeding promotion and education activities, the Contractor shall return to ADHS an amount equal to the difference between the four percent (4%) and the actual amount expended.

6.9 Staffing

6.9.1 The Contractor shall:

6.9.1.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on staff to provide the WIC RD services and with prior approval from ADHS, the Local Agency shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration;

6.9.1.2 Identify an RD to serve as the Local Agency Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Local Agency. If the Local Agency has barriers to this staffing standard, the Contractor shall submit in writing to ADHS its plan for coordination of nutrition services within the Local Agency to be approved by ADHS;

6.9.1.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM, The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Local Agency has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants;

6.9.1.4 Provide staff to conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation;

6.9.1.5 Provide an appropriate number of adequately trained, competent, certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual competencies as set forth in the ADHS WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona WIC Program Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.6 Provide an appropriate number of adequately trained, competent, nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the competencies for Nutrition Education Specialists as set forth in the ADHS WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff must be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision;

6.9.1.7 Identify an International Board Certified Lactation Consultant (IBCLC) to serve as the local agency Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the local agency to ensure all participants have access to breastfeeding promotion and support services. If a local agency has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the local agency to be approved by ADHS;

6.9.1.8 Identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Local Agency including certifying that staff has met competencies prior to providing services without supervision. If a Local Agency has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Local Agency to be approved by ADHS;

6.9.1.9 Provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable; and

6.9.1.10 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS).

6.10 Additional BFPC Service Staffing

6.10.1 The Contractor shall:

6.10.1.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources;

6.10.1.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason; and

6.10.1.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants.

6.11 Staff Training

6.11.1 The Contractor shall:

6.11.1.1 Implement the Blended Learning ADHS training plan for new staff;

6.11.1.2 Ensure all WIC staff are registered and complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS LMS at www.azdhslearn.gov, in accordance with the ADHS WIC PPM;

6.11.1.3 In addition to state requirements for competency trainings, implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations;

6.11.1.4 Provide training for all new staff members regarding Civil Rights and Americans with Disabilities Act (ADA) during their orientation and, annually, provide all staff with training on Civil Rights and ADA issues by completing the ADHS LMS course on Civil Rights or other courses that will be required by ADHS;

6.11.1.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Local Agency to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards; and

6.11.1.6 Provide one (1) representative for a maximum of 12 iLinc teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings.

6.12 Additional BFPC Staff Training

6.12.1 The Contractor shall:

6.12.1.1 Send the WIC Director and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term;

6.12.1.2 Provide training of Breastfeeding Peer Counselors using the Loving Support through Peer Counseling curriculum within one (1) month of employment;

6.12.1.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others; and

6.12.1.4 Provide WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the Loving Support curriculum at least once per partnering clinic during each Peer Counseling Program contract term.

6.13 Data Collection

6.13.1 The Contractor shall:

6.13.1.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System;

6.13.1.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM; and

6.13.1.3 Ensure WIC Computer Data System users maintain integrity by keeping their username and password secure; and

6.13.1.4 Ensure users do not share their login information with others.

6.14 Administrative Services

6.14.1 The Contractor shall:

6.14.1.1 Comply with the Accounting and Auditing Procedures Manual for Contractors of ADHS Funded programs;

6.14.1.2 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as an official part of the official accounting system;

6.14.1.3 Ensure the capital equipment listing includes the following:

6.14.1.3.1 Tag or ID number,

6.14.1.3.2 Description,

6.14.1.3.3 Purchase cost or fair market value on date of donation,

6.14.1.3.4 Purchase or donation date,

6.14.1.3.5 Location, and

6.14.1.3.6 Disposal date.

6.14.1.4 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available;

6.14.1.5 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of $5,000 or more;

6.14.1.6 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any non-disposable automated data processing related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal;

6.14.1.7 Obtain specific approval from ADHS prior to the transfer or disposal of any equipment purchased with WIC funds exceeding $2,500 if purchased prior to October 1, 2010, and $5,000 or more beginning on October 1, 2010;

6.14.1.8 Submit to ADHS for approval any policy or procedure that deviates from those set forth in the Arizona WIC PPM;

6.14.1.9 Update the Local Agency information on a timely basis on the www.azwic.gov website including but not limited to:

6.14.1.9.1 Names of WIC Directors,

6.14.1.9.2 RDs,

6.14.1.9.3 Nutritionists,

6.14.1.9.4 Clinic staff,

6.14.1.9.5 Clinic names,

6.14.1.9.6 Addresses,

6.14.1.9.7 Phone numbers,

6.14.1.9.8 Days and hours of operations, closure days, and

6.14.1.9.9 Other pertinent information for the public to know.

6.14.1.10 Provide at least a six (6) month written notice when planning on suspending WIC services at any location;

6.14.1.11 Read, timely, all ADHS posted documents and provide requested response on the ADHS SharePoint site;

6.14.1.12 Ensure the State Agency has its most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account; and

6.14.1.13 Maintain documentation records of WIC services according to the WIC PPM, including but not limited to:

6.14.1.13.1 Signed consent forms for anemia screening and anthropometrics,

6.14.1.13.2 Signed Rights and Obligations Form for enrolled participant files (active and inactive),

6.14.1.13.3 Eligible participant files (active and inactive),

6.14.1.13.4 Ineligible applicant forms/files,

6.14.1.13.5 Monthly Participation Reports by Category and Ethnicity,

6.14.1.13.6 Outreach files,

6.14.1.13.7 Medical documentation,

6.14.1.13.8 Staff files:

6.14.1.13.8.1 Trainings attended;

6.14.1.13.8.2 Skill observations; and

6.14.1.13.8.3 Annual evaluations.

6.14.1.13.9 Documentation of dual participation actions,

6.14.1.13.10 Waiting lists (when applicable),

6.14.1.13.11 Reconciliation of voided food instruments,

6.14.1.13.12 Civil rights file to include documentation and resolution of all civil rights complaints,

6.14.1.13.13 Documentation of annual civil rights training of all employees, and

6.14.1.13.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

6.14.1.14 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM;

6.14.1.15 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Local Agency Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented;

6.14.1.16 Prepare and submit individual electronic and signed paper copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM;

6.14.1.17 Prepare and submit Final Yearly Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year;

6.14.1.18 Prepare and submit a WIC Local Agency Mid-Year and Annual Cost Summary that matches the amount in the month of March and Final Yearly Closeout CER invoice respectively in accordance with the requirements in the WIC PPM;

6.14.1.19 Prepare and submit an annual update on the Two (2) Year Contractor's Outreach Plan and a progress report on activities accomplished during the year;

6.14.1.20 Prepare and submit an annual update on the Two (2) Year Nutrition Education Plan and a progress report on activities accomplished during the year;

6.14.1.21 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes;

6.14.1.22 Prepare and submit a Local Agency Annual Summary of the Local Agency self-assessment(s). Local Agency self-assessments must be done annually in the year that the Local Agency has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation; and

6.14.1.23 Prepare and submit all required plans and reports in accordance with the requirements in the WIC PPM.

6.15 Additional Peer Counseling Administrative Services

6.15.1 The Contractor shall:

6.15.1.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS; and

6.15.1.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

6.16 Additional FMNP Administrative Services

6.16.1 The Contractor shall:

6.16.1.1 Assume liability for the distribution and reconciliation of all FMNP checks, and assume financial liability for any checks that cannot be accounted for and reconciled.

7. Reference Documents

7.1 Arizona WIC Program Policies and Procedures Manual: Refer to:
http://azdhs.gov/azwic/local_agencies_policyManual.htm

7.2 Arizona FMNP Manual: Refer to:
http://azdhs.gov/azwic/farmers_market.htm

7.3 Federal Regulations: Refer to
http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a6980ff847aff32ab535bd37f71ce93d&tpl=/ecfrbrowse/Title07/7cfr246_main_02.tpl

7.4 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information, and

7.5 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.

8. State Provided Items

8.1 Paper copies of the Arizona WIC Program and the Arizona FMNP Policies and Procedures Manual, upon request.

8.2 Hardware and software necessary for operation of the WIC Computer Database System.

8.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.

8.4 Paper WIC and/or FMNP Food Instrument stock or Blank Electronic Benefit Transfer Card when implemented.

8.5 CER invoice electronic template. The ADHS WIC Program Manager or designee will accept and approve the CER prior to payment.

8.6 Nutrition Education Materials for participants.

8.7 Quarterly Report template (electronic) for Peer Counseling Program.

8.8 Technical assistance and support.

8.9 Breastfeeding material lending and library for Peer Counselor use.

8.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.

8.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

8.12 FMNP Participant Guides.

8.13 Online, downloadable information regarding the location and hours of approved Arizona Farmers' Markets.

8.14 Monitoring of WIC Authorized Vendors and Farmers' Markets for compliance with regulations, and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

8.15 Periodic redemption reports for issued checks.

8.16 Formats for required reports.

8.17 Program Integrity staff monitoring reports (monthly).

9. Deliverables

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC, BFPC or FMNP shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program and / or Arizona Farmers' Market Nutrition Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

9.1 The Contractor shall prepare and submit to ADHS:

9.1.1 Updated copies of Local Agency Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

9.1.2 Individual electronic and signed paper copy of the CER invoice, not later than *thirty* (30) days following the end of each report month of the program year;

9.1.3 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

9.1.4 WIC Local Agency Annual Cost Summary matching the final WIC Contractor's CER, not later than *forty-five (45)* days following the end of each Contract year;

9.1.5 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

9.1.5.1 Request for Caseload to be served;

9.1.5.2 Request for budget and budget justification;

9.1.5.3 Updated Participant Nutrition Education Plan for the following contract year and a progress report of the previous year's activities;

9.1.5.4 Updated Outreach Plan of each contract year and a progress report of previous year's activities; and

9.1.5.5 Any additional services.

9.1.6 All required responses to federal and state audits and reviews submitted in a timely manner, according to the deadline dates specified in the audit letters.

9.1.7 Additional Peer Counseling Deliverables

9.1.7.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Contract year.

10. PERFORMANCE STANDARDS AND AWARDS

10.1 Upon Contract finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Contract, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

Caseload Assignment	% Maintained
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

10.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

10.3 Local Agencies shall be eligible for one (1) or more of the following awards:

10.3.1 Any Local Agency in which ninety percent (90%) or more of the certifications six (6) months (October 1 through March 31) have an appropriate TGIF note as verified by the "No notes" and "TGIF detail" reports may receive an award of $10,000.00 added to their following fiscal year WIC funding formula award if the Contract is extended and additional expenditure can be identified;

10.3.2 Any Local Agency which meets 98% of its documentation requirement in nutrition education for the previous contract year may receive an award of $5,000 added to that agency's following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.3 Any Local Agency in which 25% or more of the infant caseload for a six (6) month time period (October 1 through March 31) were at least six (6) months old and were IEN at six (6) months of age ay receive an award of $10,000 added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified;

10.3.4 Pursuant to 7 CFR 246. 14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

10.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average If funds are awarded to Arizona, each Local Agency program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

11. Notices, Correspondence and Reports

11.1 Notices, Correspondences and Reports from the Contractor to ADHS shall be sent to:

Arizona Department of Health Services
150 N. 18th Avenue
Phoenix, Arizona 85007
Attention: WIC Program Manager

11.2 Notices, Correspondence and Payments from the ADHS to the Contractor shall be sent to:

Contractor:	Gila County Health Services
Attention:	Michael O'Driscoll, Director
Address:	5515 South Apache Avenue, Suite 100
City, State, ZIP:	Globe, Arizona 85501
Phone:	(928) 425-3231
Fax:	(928) 425-0794
Email:	modriscoll@co.gila.az.us

Contract Number	INTERGOVERNMENTAL AGREEMENT PRICE SHEET ATTACHMENT A
ADHS14-053062	

Gila County

PRICE SHEET

October 1, 2013 to September 30, 2014

WIC Services

Account Classification	Amount
Personnel	**$150,286.00**
Employee Related Expenses	**$57,098.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$10,594.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$13,166.00**
Capital Expenditures	**$1.00**
Indirect Cost	**$13,428.00**
Registered Dietitian	**$24,000.00**
Total	**$268,575.00**

Breastfeeding Peer Counseling Services

Account Classification	Amount
Personnel	**$22,100.00**
Employee Related Expenses	**$8,232.00**
Professional & Outside Services	**$1.00**
Travel Expense	**$2,774.00**
Occupancy Expenses	**$1.00**
Other Operating Expenses	**$2891.00**
Capital Expenditures	**$1.00**
Indirect Costs	**$4,000.00**
Total	**$40,000.00**

Farmer's Market Nutrition Program Services

Type of Service	Unit Rate	Unit of Measure	Estimated Number of Participants
WIC FMNP Check Issuance	$1.25	WIC Participant	AS NEEDED

Additional Terms and Conditions:

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item is to fund additional Registered Dietitian positions to meet high risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) the Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) an additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

Additional WIC Program:

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2014 is: 1,250

Additional Breastfeeding Peer Counseling Program:

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids, written materials) are not allowable costs.

Farmer's Market Nutrition Program:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.