



UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES
AGREEMENT AMENDMENT
PO Box 144003, Salt Lake City, Utah 84114
288 North 1460 West, Salt Lake City, Utah 84116

25169603
Department Log Number

252700603
State Agreement ID

1. AGREEMENT NAME: The name of this contract is Local Health Dept WIC Program - San Juan County Amendment 1.
2. PARTIES: This amendment is between the Utah Department of Health & Human Services (DEPARTMENT) and San Juan County.

PAYMENT ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

MAILING ADDRESS

San Juan County
735 S 200 W, Ste 2
Blanding, UT 84511

Vendor ID: 06866HL

Commodity Code: 99999 Grants

3. PURPOSE OF AMENDMENT: The purpose of this amendment is to add funding to the agreement and provide an updated Scope of Work.
4. CHANGES TO AGREEMENT:
 1. The contract amount is being changed. The original amount was \$140,622.00. The funding amount will be increased by \$22,720.00 in federal funds. The new total funding is \$163,342.00.
 2. Attachment "A", effective 07/15/2025, is replacing Attachment "A", which was effective 10/1/2024. The Scope of Work is changed, Article "4" Funding, Section 1 & 2 are changed.

UEI: WCVABP2FEVA2

Indirect Cost Rate: 0.00 %

Federal Funds

Federal Program Name	WOMEN INFANTS AND CHILDREN	Award Number	6UT700709
Federal Awarding Agency	USDA - FOOD AND NUTRITION SERVICE	Federal Award Identification Number	256UT709W1003
Assistance Listing Title	WOMEN INFANTS AND CHILDREN	Federal Award Date	05/22/2025
Assistance Listing Number	10.557	Funding Amount	\$3,801.00

Federal Program Name	WOMEN INFANTS AND CHILDREN	Award Number	6UT700709
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Federal Awarding Agency	USDA - FOOD AND NUTRITION SERVICE	Federal Award Identification Number	256UT709W1003
Assistance Listing Title	WOMEN INFANTS AND CHILDREN	Federal Award Date	05/22/2025
Assistance Listing Number	10.557	Funding Amount	\$5,590.00

Federal Program Name	WOMEN INFANTS AND CHILDREN	Award Number	6UT700709
Federal Awarding Agency	USDA - FOOD AND NUTRITION SERVICE	Federal Award Identification Number	256UT709W1003
Assistance Listing Title	WOMEN INFANTS AND CHILDREN	Federal Award Date	05/22/2025
Assistance Listing Number	10.557	Funding Amount	\$7,377.00

Federal Program Name	WOMEN INFANTS AND CHILDREN	Award Number	6UT700709
Federal Awarding Agency	USDA - FOOD AND NUTRITION SERVICE	Federal Award Identification Number	256UT709W1003
Assistance Listing Title	WOMEN INFANTS AND CHILDREN	Federal Award Date	05/22/2025
Assistance Listing Number	10.557	Funding Amount	\$559.00

Federal Program Name	WOMEN INFANTS AND CHILDREN	Award Number	6UT700709
Federal Awarding Agency	USDA - FOOD AND NUTRITION SERVICE	Federal Award Identification Number	256UT709W1003
Assistance Listing Title	WOMEN INFANTS AND CHILDREN	Federal Award Date	05/22/2025
Assistance Listing Number	10.557	Funding Amount	\$5,031.00

Federal Program Name	WOMEN INFANTS AND CHILDREN	Award Number	6UT700810
Federal Awarding Agency	USDA - FOOD AND NUTRITION SERVICE	Federal Award Identification Number	256UT810W5005
Assistance Listing Title	WOMEN INFANTS AND CHILDREN	Federal Award Date	12/23/2024

Assistance Listing Number	10.578	Funding Amount	\$362.00
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All other conditions and terms in the original agreement and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 07/15/2025 .

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Contract with Utah Department of Health & Human Services and San Juan County , Log # 25169603

IN WITNESS WHEREOF, the parties enter into this agreement.

Signature

Signed by: _____

Silvia Stubbs
Commission Chair

Date Signed: _____

Attachment A: Scope of Work
San Juan County Health Department WIC Program

Article 1
GENERAL PURPOSE

- 1.1 **Purpose.** The general purpose of this Contract is to provide local WIC Program operations.

Article 2
DEFINITIONS

2. **Definitions.** In this Contract, the following definitions apply:

"BFPC" means Breastfeeding Peer Counseling Program.

"EBT" means electronic benefits transfer.

"FNS" means the Food and Nutrition Service of the United States Department of Agriculture.

"ME" means the Management Evaluation (audit) process described in 7 CFR, Part 246.19 of the WIC Federal Regulations.

"MER" means Monthly Expenditure Report used to seek financial reimbursement from the Department.

"NEP" means Nutrition Education Plan.

"NSA" means Nutrition Service Administration (funding for WIC administrative purposes).

"P&P" means WIC Policy and Procedures.

"PC" means Peer Counselor or Peer Counseling.

"UAWA" means Utah Association [of] WIC Administrators (local health department WIC directors).

"USDA" means the United States Department of Agriculture.

"WIC" means the Special Supplemental Nutrition Program for Women, Infants, and Children.

Article 3
SERVICE REQUIREMENTS

- 3.1 **Funding and Payments.** The Contractor shall:

(1) Nutrition Service Administration

(A) submit monthly expenditures to the DHHS using the MER:

- (i) the total amount of funds under this Contract in this section is subject to quarterly adjustments as required by State or Federal requirements and practices.
 - (ii) unused funds may lapse and revert back to the Department or USDA for reallocation;
- (B) the Contract will be amended annually or more frequently depending on funding received by FNS/USDA.

3.2 Peer Counseling:

- (A) The BFPC budget will be amended annually based on FNS/USDA funding allocations.
- (B) NSA funding can be used if BFPC monies do not sustain the work required of the Breastfeeding Peer Counseling Program activities.

3.3 Financial Reporting. The Contractor shall:

- (1) report costs in section 3.1 to the DHHS using the following categories:
 - (A) Administration – NSA
 - (B) Breastfeeding Promotion – NSA
 - (C) Client Services – NSA
 - (D) Nutrition Education – NSA
 - (E) Peer Counseling – PC
 - (F) Technology Services – NSA
- (2) spend at least one-sixth (16%) of the reimbursement amount on Nutrition Education;
- (3) report WIC Food Benefits issued to WIC participant accounts provided under the WIC Program:
 - (A) WIC Food Benefits are considered Federal Financial Assistance that must be reported in the LHD Single Audit Report; and
 - (B) the benefits redeemed amount will be provided to the Contractor by the DHHS at least annually in January of each year.
- (4) follow all provisions incorporated into this Agreement by reference, but are not attached:
 - (A) DHHS WIC Program Policy and Procedures manual as amended annually;

- (B) WIC Program Regulations found in Section 7 of the Code of Federal Regulations, part 246 – Supplemental Food Program for Women, Infants and Children;
- (C) WIC Program regulations found in US Code, Section 42 – Special Supplemental Food Program for Women, Infants, and Children;
- (D) Section 2 of the Code of Federal Regulations, part 200 uniform administrative requirements, cost principles, and audit requirements for federal awards; and
- (E) All other governmental laws, rules, regulations, policies or actions applicable that direct all services contained within this agreement.

3.4 Local and Clinic Services. The Contractor shall:

- (1) furnish services as specified herein to residents of the area served by the Contractor:
 - (A) these services shall be provided in the Contractor's facilities, by the Contractor's employees and by others designated by the Contractor to carry out the provisions of this agreement;
- (2) provide nutrition education to all adult participants, to parents or guardians of child participants and, when applicable, to child participants in order to conform to the DHHS and the Contractor's NEPs and to USDA Regulations;
- (3) adhere to the NEP submitted by the Contractor each January and approved by the DHHS:
 - (A) the NEP is the plan for improving the program quality and for meeting State performance objectives of the WIC program;
- (4) maintain competent professional authority staff, facilities and equipment needed to perform the measurements and tests necessary for determining the eligibility of persons for WIC participation;
- (5) utilize the WIC food delivery system approved by the DHHS for making WIC food benefits available to participants;
- (6) provide WIC food benefits to all categories of eligible participants: infants, children, and pregnant, postpartum and breastfeeding women;
- (7) exchange participant information with surrounding health agencies and with agencies with overlapping WIC services areas in accordance with Food and Consumer Services Instruction 801-1 (confidentiality) to prevent dual participation;
- (8) provide training and monitoring at assigned WIC vendors (grocery retailers) in the local service area of the Contractor;

- (9) operate the WIC Program in accordance with the provisions of DHHS current WIC Program Policies and Procedures Manual, as amended;
 - (10) ensure the Contractor's WIC Director or designee attends UAWA meetings, state hosted WIC Directors meetings, and any required training;
 - (11) securely store, maintain and convey all serialized inventory equipment, WIC cards and other disposables as required in DHHS WIC Policy and Procedures Manual;
 - (12) immediately conduct an initial investigation and follow-up of suspected fraudulent acts committed by WIC Program participants or WIC staff detected either by the Contractor or by DHHS, and notify the DHHS immediately in every case when fraud is discovered or is confirmed to have occurred;
 - (13) serve only participants who reside within the geographical area served by the Contractor; and
 - (14) serve residents outside of the Contractor's boundaries only when approved by the State WIC office which will be reviewed on a case-by-case basis;
- (A) any exception(s) to this provision requires prior written approval by the State WIC Director.

3.5 Assurance of Civil Rights Compliance. The Contractor:

- (1) hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000), all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.
- (2) provides this assurance, to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit DHHS personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance. This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or

at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

- (A) this assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the DHHS; and
- (B) the person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Contractor.

3.6 Computer Equipment and Supplies. The Contractor shall:

- (1) own the computers in operation at all local WIC clinics within the Contractor's jurisdiction.
 - (A) computers and equipment that must be maintained and/or purchased by the Contractor include:
 - (A) personal computers;
 - (B) laptop computers;
 - (C) screens/monitors;
 - (D) computer mice/keyboards;
 - (E) printers; and
 - (F) all other equipment required to maintain business operations.
- (2) replace any computer equipment that is out of warranty, lost, stolen, or abused; and
- (3) supply its WIC Program with the computers purchased with Technology Services funding from this Contract:
 - (A) computers and technology equipment for subcontractors or other local health Department programs may not be purchased using funding from this Contract.

3.7 Computer Equipment and Supplies. DHHS shall provide:

- (1) serially numbered WIC cards to the Contractor;
- (2) replacements for all scanners, signature pads, and WIC card reader devices that support the VISION (WIC) Information System.

3.8 Training and Certification. DHHS shall provide:

- (1) workshops, webinars and other training opportunities for Contractor employees;
 - (A) the Contractor shall ensure that all employees involved with the WIC Program have an opportunity to attend DHHS-sponsored seminars, training meetings and conferences;
- (2) training opportunities using the following methods:
 - (A) in-person conferences
 - (i) should the DHHS sponsor a statewide WIC conference, two identical back-to-back conferences will be held permitting local agency staff to attend one or the other, to ensure that local WIC business operations continues without interruption.
 - (B) video meetings using Google Meet or similar video conferencing platform.

3.9 Required Department Approvals. The Contractor shall:

- (1) obtain written approval from the DHHS to purchase capital equipment items:
 - (A) Capital equipment items are defined as items or a group of like items with a cost of \$5,000.00 or more and a useful life of at least one year. Examples are building signage, building upgrades/modifications and vehicles;
- (B) computers and computer equipment do not require DHHS approval to purchase:
 - (B) an inventory of all serialized equipment is required for all computer and Technology equipment assets;
- (3) cover the costs for all in-state and out-of-state travel for LHD WIC staff unless otherwise arranged by the DHHS; and
- (4) obtain written approval from the DHHS for all out-of-state travel.

Article 4
FUNDING AND BUDGET

4.1 Funding.

- (1) DHHS shall reimburse the Contractor monthly throughout the 5-year performance period of this Contract.
- (2) \$160,758 NSA, and \$2,584 BFPC for the period 10/01/2024 to 9/30/2025.

- (3) Future federal funding will be determined for 10/01/2025 – 9/30/2026.
- (4) Future federal funding will be determined for 10/01/2026 – 9/30/2027.
- (5) Future federal funding will be determined for 10/01/2027 – 9/30/2028.
- (6) Future federal funding will be determined for 10/01/2028 – 9/30/2029.

4.2 **Budget.**

<u>Budget Description</u>	<u>Amount</u>
NSA	\$160,758.00
BFPC	\$2,584.00
Infrastructure	To be determined, annually
Total	\$163,342.00

Article 5 INVOICING

5.1 **Invoicing.** The Contractor shall submit include one column for each funding source in the MER:

- (1) WIC Client Services;
- (2) WIC Administration;
- (3) WIC Nutrition Education;
- (4) WIC Technology Services;
- (5) WIC Breastfeeding; and
- (6) WIC Peer Counseling.

Article 6 OUTCOME MEASURES

6.1 **Outcomes.** The desired outcome of the contract is to improve the nutrition of women, infants, and children enrolled in the WIC Program. The Contractor will accomplish this by:

- (1) Providing eligibility determination for applicants of the WIC Program.
 - (A) Performance Measure: Contractor will process new WIC appointment requests within processing standards required by the Department.
 - (B) Reporting: Management Evaluation analysis, and VISION reports and will be used to determine success of this measure.
- (2) Maintaining or improving hemoglobin levels during the contract period.
 - (A) Performance Measure: Contractor will provide screening related to abnormal hemoglobin levels.
 - (B) Reporting: Management Evaluation analysis, VISION and ad-hoc reports will be used to determine success of this measure.
- (3) Maintaining or improving breastfeeding initiation and duration rates during the contract period.
 - (A) Performance Measure: Breastfeeding rates will be maintained or increased at initiation and at 6-months.
 - (B) Reporting: Management Evaluation analysis, VISION reports, including Breastfeeding Peer Counseling contact reports (prenatally and postpartum), will determine success of this measure.

6.2 **Reporting.** The State Agency shall use VISION reports as well as WIC ad hoc reports, and the ME evaluation tool to assess all activities of the Contractor. Reporting shall also be done through all of the usual meetings including WIC Director's and UAWA meetings to discuss reporting of local issues.