



**UTAH DEPARTMENT OF HEALTH & HUMAN SERVICES  
CONTRACT**

PO Box 144003, Salt Lake City, Utah 84114  
288 North 1460 West, Salt Lake City, Utah 84116

25169603  
DHHS Log Number

252700603  
State Agreement ID

1. **CONTRACT NAME:** The name of this contract is Local Health Dept WIC Program - San Juan County.
2. **CONTRACTING PARTIES:** This contract is between the Utah Department of Health & Human Services (DHHS) and San Juan County (CONTRACTOR)

**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:**

**Commodity Code:** 99999 Grants

3. **GENERAL PURPOSE OF CONTRACT:** The general purpose is to improve the nutrition of women, infants, and children enrolled in WIC.
4. **CONTRACT PERIOD:** The service period of this contract is 10/01/2024 through 09/30/2029, unless terminated or extended by agreement in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** DHHS agrees to pay \$140,622.00 in accordance with the provisions of this contract
6. **CONTRACT INQUIRIES:** Inquiries regarding this contract shall be directed to the following individuals:

**CONTRACTOR CONTACT:**

Grant Sunada  
(435) 587-3838  
gsunada@sanjuancounty.org

**DHHS CONTACT:**

Christopher Furner  
(801) 554-4509  
cfurner@utah.gov

7. **SUB – RECIPIENT INFORMATION:**

**UEI:** WCVABP2FEVA2

**Indirect Cost Rate:** 0.0 %

Federal Funds

<b>Funding Amount</b>	<b>Award Number</b>	<b>Assistance Listing Number</b>	<b>Assistance Listing Title</b>	<b>Federal Program Name</b>	<b>Federal Awarding Agency</b>	<b>Federal Award Identification Number</b>	<b>Federal Award Date</b>
\$23,528.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$34,600.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$45,672.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$3,460.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$31,140.00	6UT700709	10.557	WOMEN INFANTS AND CHILDREN	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	256UT709W1003	10/01/2024
\$2,222.00	6UT700809	10.557	WIC BREAST FEEDING PEER COUNSELING	WOMEN INFANTS AND CHILDREN	USDA - FOOD AND NUTRITION SERVICE	246UT809W5003	04/02/2024

8. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:

Attached A: Utah Department of Health and Human Services General Provisions Sub-Recipient

Attachment B: Scope of Work

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations, or actions applicable to services provided herein.
- B. All Assurances and all responses to bids as provided by the CONTRACTOR.

10. This contract, its attachments, and all documents incorporated by reference constitute the entire agreement between the parties and supersedes all prior written or oral agreements between the parties relating to the subject matter of this contract.

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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.

**CONTRACTOR**

Signature

**Signed by:** \_\_\_\_\_

\_\_\_\_\_  
Jamie Harvey  
County Commission Chair

Date Signed: \_\_\_\_\_

# Attachment A: Utah Department of Health and Human Services Subrecipient Terms

## 1. Definitions

**"Authorized Persons"** means the Subrecipient's employees, officers, partners, subcontractors, or other agents of the Subrecipient who need to access State Data to enable the Subrecipient to perform its responsibilities under this agreement.

**"Agreement Signature Page(s)"** means the DHHS cover page(s), including the page(s) signed by the parties.

**"C.F.R."** means the Code of Federal Regulations.

**"DHHS"** means the Utah Department of Health and Human Services.

**"Federal Pass Through Money"** means federal money received by the Subrecipient through a subaward or agreement but does not include federal money received as payment for goods or services purchased by DHHS.

**"Local Money"** means money that is owned, held or administered by a political subdivision of the State that is derived from fee or tax revenues but does not include money received as payment for goods or services purchased or contributions or donations received by the political subdivision.

**"State"** means the state of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.

**"State Data"** means all confidential information, non-public data, personal data, and protected health information that is created or in any way originating with the State whether such data or output is stored on the State's hardware, the Subrecipient's hardware, or exists in any system owned, maintained or otherwise controlled by the State or by the Subrecipient. State Data includes any federal data that DHHS controls or maintains, that is protected under federal laws, statutes, and regulations. DHHS may identify, during and after this agreement, additional reasonable types of categories of information that must be kept confidential under federal and State laws.

**"State Money"** means money that is owned, held, or administered by a State agency and derived from State fee or tax revenues but does not include contributions or donations received by the State agency.

**"Subrecipient"** means the non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program as per 200 C.F.R. § 200.93.

**"Uniform Guidance"** means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for the specified federal awarding agency set forth in Title 2 of the Code of Federal Regulations.

2. **Governing Law and Venue:** This agreement is governed by the laws, rules, and regulations of Utah. Any action or proceeding arising from this agreement must be brought in a court of competent jurisdiction in the State. Venue is in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **Federal Award:** The Subrecipient shall comply with the terms of the federal award(s).
4. **Nonprofit Registration:** If the Subrecipient is a nonprofit corporation that receives an amount of money requiring an accounting report under the Utah Code, it shall register and maintain the nonprofit corporation's registration as a limited purpose entity in accordance with code requirements.
5. **Amendments:** Amendments to this agreement must be in writing and signed by the parties except for the following for which written notification from DHHS will constitute an amendment to the agreement without the

Subrecipient's signature: 1) changes in the total agreement amount or rates; and 2) changes to financial reporting requirements.

- 6. No Automatic Renewals:** This agreement will not automatically renew.
- 7. Laws and Regulations:** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will take precedence over any conflict with this Attachment A.
- 8. Conflict of Interest:** The Subrecipient represents that none of its officers or employees are officers or employees of DHHS or the State, unless written disclosure has been made to DHHS. The Subrecipient shall comply and cooperate in good faith with all conflict of interest and ethic laws.
- 9. Independent Capacity:** The Subrecipient and any subcontractors, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of DHHS.
- 10. Reporting Receipt of Federal and State Funds.**
  - 10.1.** If the Subrecipient is a nonprofit corporation and receives Federal Pass Through Money or State Money, the Subrecipient shall disclose to DHHS, annually and in writing, whether it has received in the previous fiscal year or anticipates receiving any of the following amounts: (i) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money in the amount of \$750,000 or more; (ii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money at least \$350,000 but less than \$750,000; or (iii) revenues or expenditures of Federal Pass Through Money, State Money that is not payment for goods or services purchased from the Subrecipient, and Local Money of at least \$100,000 but less than \$350,000. This disclosure must be made when entering into this agreement and annually thereafter no later than six months after the end of the Subrecipient's fiscal year.
  - 10.2.** The Subrecipient shall provide to DHHS a written description and itemized report at least annually detailing the expenditure of State Money, and the intended expenditure of any State Money that has not been spent. The Subrecipient shall provide to DHHS a final written itemized report when all the State Money is spent. DHHS may require the Subrecipient to return an amount of money that is equal to the State Money expended in violation of the terms of this section. Reports must be submitted no later than July 31<sup>st</sup> of each year and no later than 30 days after the expenditure of all State funds, whichever is earlier.
  - 10.3.** The Subrecipient shall comply with all federal and State reporting requirements, including as applicable, but not limited to, 2 C.F.R. 200 and Utah Code sections 51-2a-201, 51-2a-201.5, and 63J-1-220.
  - 10.4.** Reports that are required to be sent to DHHS must be sent to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).
- 11. Timely Reporting:** The Subrecipient shall timely submit all reports and back-up data required by this agreement or requested by the federal awarding agency or DHHS.
- 12. Invoicing:** Unless otherwise stated in the scope of work, the Subrecipient shall submit invoices along with any supporting documentation within 20 days following the last day of the month in which the expenditures were incurred or the services provided. The Subrecipient shall list this agreement number on all invoices and correspondence relating to this agreement. The Subrecipient shall submit all final billings under this agreement within 14 days of expiration or termination of this agreement, regardless of the Subrecipient's billing period. Notwithstanding the foregoing, the Subrecipient shall submit all billings for services performed on or before June 30th of a given fiscal year no later than July 14th of the following fiscal year, regardless of Subrecipient's billing period or the expiration or termination date of this agreement.

- 13. Supporting Documentation:** The Subrecipient shall maintain documentation necessary to support the costs billed by the Subrecipient and shall submit the documentation with the billings, if requested. The Subrecipient shall store and file required documentation in a systematic and consistent manner.
- 14. Questioned Costs:** DHHS may question any billing by the Subrecipient if the billing is not supported by proper documentation.
- 15. Payment:**
- 15.1.** Payment to the Subrecipient will be based on allowable costs incurred by the Subrecipient in providing services pursuant to this agreement. The Subrecipient shall maintain documented expenditures that comply with federal cost principles and any attached budget. Expenditures must be reasonable and necessary to carry out agreement requirements. The Subrecipient shall be responsible for any expenditures DHHS finds to be improper or unallowable, including personal expenses, and shall repay these expenditures from funds other than those provided pursuant to this agreement or any other agreement between DHHS and the Subrecipient. This provision will survive the expiration or termination of this agreement.
- 15.2.** DHHS shall make payments within 30 days after a correct invoice is received. All payments to the Subrecipient will be remitted by mail, electronic funds transfer, or the State's purchasing card. If payment has not been made after 60 days from the date a correct invoice is received by DHHS, then interest may be added by the Subrecipient as prescribed in the Utah Prompt Payment Act. The acceptance by the Subrecipient of final payment, without a written protest filed with DHHS within 10 business days of receipt of final payment, will release DHHS and the State from all claims and all liability to the Subrecipient. DHHS's payment for the services will not be deemed an acceptance of the services and is without prejudice to any and all claims that DHHS or the State may have against the Subrecipient. The Subrecipient shall not charge end users electronic payment fees of any kind.
- 15.3.** If funding to DHHS is reduced due to an order by the legislature or the governor, or is required by State law, or if applicable federal funding is not provided to DHHS, DHHS shall reimburse the Subrecipient for products delivered and services performed through the date of cancellation or reduction, and DHHS shall not be liable for any future commitments, penalties, or liquidated damages.
- 15.4.** Upon 30 days written notice, the Subrecipient shall reimburse DHHS for funds DHHS is required to reimburse a third party funding source resulting from the actions of the Subrecipient or its subcontractors.
- 16. Related Party Payments.** The Subrecipient shall not make payments to related parties in any category of expenditure (administrative costs, capital expenditures, or program costs) without the prior written consent of DHHS. Among other items, payments to related parties include: salaries, wages, compensation under employment or service agreements, or payments under purchase, lease, or rental agreements. Payments made by the Subrecipient to related parties without prior written consent may be disallowed and require repayment to DHHS.
- 17. Repayment:** Upon written request by DHHS, any overpayments, disallowed expenditures, excess payments, or questioned costs will be immediately due and payable by the Subrecipient. In the alternative, DHHS may withhold any or all subsequent payments pursuant to this agreement until DHHS fully recoups these funds. In such cases, the Subrecipient shall not reduce the level of services required by this agreement.
- 18. Budget Adjustments:** If this agreement is budget based, the budget attached to this agreement will be the basis for DHHS's payments to the Subrecipient. The Subrecipient shall not transfer budgeted funds from program costs to either administrative costs or capital expenditures without DHHS's prior written approval. The Subrecipient shall not transfer budgeted funds between administrative costs and capital expenditures without DHHS's prior written approval. The Subrecipient may transfer funds from administrative costs or capital expenditures to program costs without prior approval. The Subrecipient may transfer funds between

subcategories within each major category without prior approval if there are no restrictions on expenditures within those subcategories.

**19. Excessive Expenditures:** If this agreement requires a budget, DHHS may question any amounts in excess of the total amount budgeted in either administrative costs or capital expenditures and may require the Subrecipient to refund the excesses to DHHS. Amounts in excess of the total amount budgeted in program costs will not normally result in questioned costs unless DHHS has placed restrictions on subcategories within this major category. If this agreement restricts expenditures within defined subcategories, DHHS will consider any unapproved excesses to be a questioned cost.

**20. Nonappropriation of Funds, Reduction of Funds, or Changes in Law:** Upon 30 days written notice delivered to the Subrecipient, DHHS may terminate this agreement in whole or in part, or proportionately reduce the services and the amounts due, if DHHS reasonably determines that: (i) a change in federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this agreement; or (ii) a change in appropriations, available funds, or budgets affects DHHS's ability to pay under this agreement. A change of available funds as used in this paragraph includes, but is not limited to, a change in federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, DHHS shall reimburse the Subrecipient for the services properly ordered until the effective date of said notice. DHHS will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

**21. Cost Accounting System:** The Subrecipient shall maintain an accounting system that provides a general ledger and cost accounting records adequate to assure that costs incurred are reasonable, allowable, allocable to agreement objectives, and separate from costs associated with other business activities of the Subrecipient. The Subrecipient shall ensure that its accounting system meets required reporting requirements and timely development of cost data in the required form.

## **22. Insurance:**

**22.1.** The Subrecipient shall at all times carry and maintain commercial general liability ("**CGL**") insurance from an insurance company authorized to do business in the State. The limits of the CGL insurance policy must be no less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

**22.2.** If the Subrecipient will use a vehicle in the performance of this agreement, the Subrecipient shall at all times carry and maintain commercial automobile liability ("**CAL**") insurance from an insurance company authorized to do business in the State. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in the performance of this contract whether owned, non-owned, leased, or hired. The minimum liability limit must be at least \$1,000,000 per occurrence, combined single limit.

**22.3.** The Subrecipient shall provide proof of the CGL insurance policy and other required insurance policies to DHHS within 30 days of contract award. The Subrecipient shall add the State as an additional insured with notice of cancellation.

**22.4.** Failure to provide proof of insurance as required will be deemed a material breach of this contract. The Subrecipient's failure to maintain this insurance requirement for the term of this contract will be grounds for immediate termination of this agreement.

**23. Suspension of Work:** DHHS shall give the Subrecipient written notice should DHHS suspend the Subrecipient's responsibilities under this agreement. The Subrecipient's responsibilities may be reinstated upon advance written notice from DHHS.

## **24. Indemnification:**

**24.1.** If the Subrecipient is a governmental entity, the parties mutually agree that each party assumes liability for the negligent and wrongful acts committed by its own agents, officials, or employees, regardless of



the source of funding for this agreement. Neither party waives any rights or defenses otherwise available under the Governmental Immunity Act.

**24.2.** If the Subrecipient is a non-governmental entity, the Subrecipient shall be fully liable for the actions of its agents, employees, officers, partners, and subcontractors. The Subrecipient shall fully indemnify, defend, and save harmless DHHS and the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Subrecipient's performance of this agreement caused by any intentional act or negligence of the Subrecipient, its agents, employees, officers, partners, or subcontractors, without limitation; provided, however, that the Subrecipient shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of DHHS. The Subrecipient is solely responsible for all payments owed to any subcontractor arising from the Subrecipient's performance under this agreement and will hold DHHS harmless from any such payments owed to the subcontractor. This provision survives the expiration or termination of this agreement.

**24.3.** The parties agree that if there are any limitations of the Subrecipient's liability, including a limitation of liability clause for anyone for whom the Subrecipient is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.

**25. Intellectual Property Indemnification:** The Subrecipient shall indemnify and hold DHHS and the State harmless from and against any and all damages, expenses (including reasonable legal fees), claims, judgments, liabilities, and costs in any action or claim brought against DHHS or the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of the Subrecipient's liability, such limitations of liability will not apply to this section.

**26. No Subrogation or Contribution:** The Subrecipient has no right of subrogation or contribution from the State or DHHS for any judgment rendered against the Subrecipient.

**27. Debarment:** DHHS may immediately terminate this agreement if DHHS determines that the Subrecipient has been debarred, suspended, or otherwise lawfully excluded from participating in any agreement issued by a governmental entity, including but not limited to, being determined ineligible as a subcontractor of any governmental entity. The Subrecipient certifies that it is not currently suspended, debarred, or otherwise prohibited to enter this agreement. The Subrecipient shall immediately notify DHHS if the Subrecipient becomes suspended, debarred, or otherwise ineligible for this or any other agreement issued by a governmental entity.

**28. Termination and Default:**

**28.1. Termination for Convenience.** DHHS may terminate this agreement without cause, upon 30 days written notice to the Subrecipient. If the Subrecipient terminates this agreement without cause, DHHS may treat the Subrecipient's action as a default under this agreement.

**28.2. Termination for Cause.** Each party may terminate this agreement with cause. If the cause for termination is due to the default of a party, the non-defaulting party shall give written notice to the defaulting party of its intent to terminate. The defaulting party may cure the default within 10 days of the notice. If the default is not cured within the 10 days, the party giving notice may terminate this agreement 40 days from the date of the initial notice of default or at a later date. Time allowed for cure will not diminish or eliminate the Subrecipient's liability for damages.

**28.3. Miscellaneous Grounds for Termination.** In addition to other grounds for termination, DHHS may immediately terminate this agreement if DHHS receives a notice of a lien against the Subrecipient's payments or if the Subrecipient becomes debarred, becomes insolvent, files for bankruptcy or reorganization proceedings, is subject to IRS withholding, sells 30% or more of the company's assets or corporate stock, or gives notice of its inability to perform its obligations under this agreement. The Subrecipient shall provide DHHS with proof of financial viability upon request.

**28.4. Payment After Termination.** DHHS shall pay the Subrecipient for the services properly performed under this agreement up to the effective date of the notice of termination. The Subrecipient agrees that in the event of termination, the Subrecipient's sole remedy and monetary recovery from DHHS or the State is limited to full payment for all services properly performed as authorized under this agreement up to the date of termination, as well as any reasonable monies owed as a result of the Subrecipient having to terminate other contracts necessarily and appropriately entered into by the Subrecipient pursuant to this agreement.

**28.5. Default.** Any of the following events will constitute cause for DHHS to declare the Subrecipient in default of this agreement: (i) the Subrecipient's non-performance of its contractual requirements and obligations under this agreement; or (ii) the Subrecipient's material breach of any term or condition of this agreement. If the Subrecipient defaults in any manner in the performance of any obligation under this agreement, or if audit exceptions are identified, DHHS may either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Default and audit exceptions for which payment may be adjusted or withheld include disallowed expenditures of federal or State funds as a result of the Subrecipient's failure to comply with federal regulations or State rules. In addition, DHHS may withhold amounts due the Subrecipient under this agreement, any other current agreement between DHHS and the Subrecipient, or any future payments due the Subrecipient to recover the funds. DHHS shall notify the Subrecipient of DHHS's action in adjusting the amount of payment or withholding payment. This agreement is executory until such repayment is made.

**29. Remedies:** In addition to terminating this agreement upon default or breach of the Subrecipient, DHHS may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) impose liquidated damages; (iii) debar or suspend the Subrecipient from receiving future contracts from DHHS or the State; and (iv) demand a full refund of any payment DHHS has made to the Subrecipient for services that do not conform to this agreement.

**30. Reviews:** DHHS may perform plan checks or reviews and require changes when needed. Such reviews do not waive the requirement of the Subrecipient to meet all of the terms and conditions of this agreement.

**31. Performance Evaluation:** DHHS may conduct a performance evaluation of the Subrecipient's services, including the Subrecipient's subcontractors. DHHS may make the results of any evaluation available to the Subrecipient. DHHS may make scheduled and announced visits. The Subrecipient shall allow DHHS monitors and auditors to have access to any records related to this agreement. The Subrecipient shall cooperate with all monitoring and audits.

**32. Public Information:** The Subrecipient agrees that this agreement, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State's Government Records Access and Management Act ("**GRAMA**"). DHHS and the State are not obligated to inform the Subrecipient of any GRAMA requests.

**33. Publicity:** The Subrecipient shall not advertise or publicize matters relating to this agreement without the prior written approval of DHHS.

**34. Information Ownership:** Except for confidential medical records held by direct care providers, DHHS shall own exclusive title to all information gathered, reports developed, and conclusions reached in performance of this agreement. The Subrecipient shall not use or disclose, except in meeting its obligations under this contract, information gathered, reports developed, or conclusions reached in performance of this agreement without prior written consent from DHHS. DHHS will own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the Subrecipient under this agreement. The Subrecipient shall not use confidential federal, state, or local government information without prior written consent from DHHS, and shall bind any subcontractor to the same requirement.

**35. Information Practices:** The Subrecipient shall establish, maintain, and practice information procedures and controls that comply with federal and State law including, as applicable, Utah Code Title 26B and the privacy and security standards promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") & the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"). DHHS may require the Subrecipient to enter into a business associate agreement if applicable. The Subrecipient shall receive or request from DHHS only information about an individual that is necessary to the Subrecipient's performance of its duties and functions. The Subrecipient shall use the information only for purposes of this agreement.

**36. Secure Protection and Handling of State Data:**

- 36.1.** If the Subrecipient is given access to or will be storing State Data as part of this agreement, the protection of State Data must be an integral part of the business activities of the Subrecipient to ensure that there is no inappropriate or unauthorized use of State Data. The Subrecipient shall safeguard the confidentiality, integrity, and availability of the State Data. The Subrecipient agrees to not copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this agreement. The improper use or disclosure of confidential information is strictly prohibited.
- 36.2.** Any and all transmission or exchange of State Data must take place via secure means. The Subrecipient shall create, store, and maintain any State Data on secure or encrypted computing devices or portable storage mediums. The Subrecipient agrees to protect and maintain the security of State Data with security measures including, but not limited to, maintaining secure environments that are patched and up to date with all appropriate security updates, network firewall provisioning, and intrusion detection. The Subrecipient agrees that any computing device or portable medium that has access to DHHS's network or stores any non-public State Data is equipped with strong and secure password protection.
- 36.3.** The Subrecipient shall: (i) limit disclosure of any State Data to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this agreement relates, and only for that purpose; (ii) advise its Authorized Persons of the proprietary nature of the State Data and of the obligations set forth in this agreement and require Authorized Persons to keep the State Data confidential; (iii) keep all State Data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (iv) not disclose any State Data received by it to any third parties, except as permitted by this agreement or otherwise agreed to in writing by DHHS.
- 36.4.** The Subrecipient shall promptly notify DHHS of any misuse or misappropriation of State Data that comes to the Subrecipient's attention. The Subrecipient shall be responsible for any breach of this duty of confidentiality by any of its officers, agents, subcontractors at any tier, and any of its respective representatives, including any required remedies or notifications under applicable law (Utah Code Ann. §§ 13- 44-101 through 301). This duty of confidentiality is ongoing and survives the term of this agreement. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.

**37. Ownership, Protection, and Return of Documents and Data upon Agreement Termination or Completion:**

Except for records that must be retained for a longer period under section 41.2 and for confidential medical records held by direct care providers, all documents and data pertaining to work required by this agreement will be the property of DHHS, and must be returned to DHHS or disposed of within 30 days after termination or expiration of this agreement, regardless of the reason for agreement termination, and without restriction or limitation to future use. If such return or destruction is not feasible, the Subrecipient shall notify DHHS. The Subrecipient shall extend any protections, limitation, and restrictions of this agreement to any information retained after the termination of this agreement and shall limit further uses and disclosures to those purposes

that make the return or destruction of the data infeasible. Any disposal of State Data must be disposed of in such a manner that it cannot be recovered or recreated. Notwithstanding the foregoing, if there is a discrepancy between a signed business associate agreement and this provision, the business associate agreement language will take precedence.

- 38. Intellectual Property Ownership:** DHHS and the Subrecipient recognize that each has no right, title, or interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Subrecipient prior to the execution of this agreement, but specifically created or manufactured under this agreement, is considered work made for hire, and the Subrecipient shall transfer any ownership claim to DHHS.
- 39. Equipment Purchase:** The Subrecipient shall obtain prior written DHHS approval before purchasing any equipment, as defined in the Uniform Guidance, with agreement funds.
- 40. Standard of Care:** The services of the Subrecipient and its subcontractors must be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, which similarities include the type, magnitude, and complexity of the services that are the subject of this agreement. The Subrecipient shall be liable to DHHS and the State for claims, liabilities, additional burdens, penalties, damages, or third party claims, to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
- 41. Record Keeping, Audits, and Inspections:**
- 41.1.** For financial reporting, the Subrecipient shall comply with the Uniform Guidance and Generally Accepted Accounting Principles (“GAAP”).
  - 41.2.** The Subrecipient shall maintain or supervise the maintenance of all records necessary to properly account for the Subrecipient’s performance and the payments made by DHHS to the Subrecipient under this agreement. The Subrecipient shall maintain all supporting documents, financial and statistical records, and other records related to this agreement and the federal award for six years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report as reported to DHHS, with the exception of those situations identified in 2 C.F.R. §200.333. DHHS shall have access to these records for as long as the records exist. This provision survives the expiration or termination of this agreement. The Subrecipient agrees to allow, at no additional cost, the State, federal auditors, and DHHS’s staff, access to all such records. The Subrecipient shall retain these records as required by GAAP, federal or state law, or specific program requirements, whichever is longer. The Subrecipient shall allow, at no additional cost, the State, federal auditors, and DHHS staff, access to all such records.
  - 41.3.** The Subrecipient shall retain all records which relate to disputes, litigation, audits, and claim settlements arising from agreement performance or cost or expense exceptions, until all disputes, litigation, audits, claims, or exceptions are resolved.
  - 41.4.** The Subrecipient shall comply with federal and state regulations concerning cost principles, audit requirements, and agreement administration requirements, including, but not limited to, the Uniform Guidance. Unless specifically exempted in the scope of work, the Subrecipient shall comply with applicable federal cost principles and agreement administration requirements if State funds are received. Counties, cities, towns, and school districts are subject to the State Legal Compliance Audit Guide. The Subrecipient shall send copies of required reports to [dhhsfinancialreports@utah.gov](mailto:dhhsfinancialreports@utah.gov).
- 42. Employment Practices:** The Subrecipient shall abide by the following employment laws, as applicable: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 C.F.R.

§ 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; (v) Utah Executive Order No. 2006-0012, dated December 13, 2006, which prohibits unlawful harassment in the work place; (vi) Utah Code Ann 26B-7-503., Utah Indoor Clean Air Act which prohibits smoking in enclosed public places; (vii) Utah Executive Order No. 2006-0012 which prohibits all unlawful harassment in any workplace in which State employees and employees of public and higher education must conduct business; (viii) 41 CFR part 60, Equal Employment Opportunity, and the Executive Order 11246, as amended by Executive Order 11375, which implements those regulations; (ix) 45 C.F.R. part 83, which prohibits the extension of federal support to any entity that discriminates on the basis of sex in the admission of individuals to its health manpower and nurse training programs; and (x) 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5), Agreement Work Hours and Safety Standards Act, for contracts that involve the employment of mechanics or laborers. The Subrecipient further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of the Subrecipient's employees or persons served.

**43. Federal Requirements:** The Subrecipient shall abide by the following federal statutes, regulations, and requirements: 2 C.F.R. § 200.326, Agreement Provisions as applicable; 45 C.F.R. § 46, 42 U.S.C. § 2899, 21 C.F.R. 50, & 21 C.F.R. 56 Protection of Human Subject in research activities; 45 C.F.R. part 84, prohibits discrimination of drug or alcohol abusers or alcoholics who are suffering from mental conditions from admission or treatment by any private or public hospital or outpatient facility that receives support or benefit from a federally funded program; 42 C.F.R. parts 2 and 2a which implements the Public Health Service Act, sections 301(d) and 543, which requires certain medical records that relate to drug abuse prevention be kept confidential when the treatment or program is directly or indirectly assisted by the federal government; 42 U.S.C. §§ 7401-7971q., the Clean Air Act and 33 U.S.C. §§ 1251-1387, the Federal Water Pollution Control Act, and all applicable standards, orders or related regulations; 31 U.S.C. § 1352, Byrd Anti-Lobbying Amendment; 42 U.S.C § 4331, the National Environmental Policy Act of 1969; 2 C.F.R. § 200.322, Procurement of recovered materials which outlines section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; 37 C.F.R. § 401, Rights to Inventions Made; 42 C.F.R. part 50, Subpart B, Sterilizations; 42 C.F.R. part 50, Subpart C, Abortions and Related Medical Services; 59 FR 46266, Recombinant DNA and Institutional Biosafety; 7 U.S.C. § 2131, Animal Welfare; 42 C.F.R. part 92, Misconduct in Science; 42 U.S.C. §§ 4728-4763, Merit System Standards for governmental entities only; 42 U.S.C. §§ 6101-6107 & 45 C.F.R. Part 91 Age Discrimination Act of 1975; 42 U.S.C. § 12101 et seq. & 28 C.F.R. Part 35, Part 39 Americans with Disabilities Act; 45 C.F.R. Part 80, 42 U.S.C. § 2000d et. seq. Civil Rights Act of 1964 as amended Title VI; 40 U.S.C. §§ 3701-3704 & 29 C.F.R. Part 5 Contract Work Hours and Safety Standards Act; 45C.F.R. 2543.82, 18 U.S.C. § 874 & 29 C.F.R. Part 3 Copeland Anti-Kickback Act; 40 U.S.C. § 3142 & 29 C.F.R. Part 5 Davis-Bacon Act; 41 U.S.C. § 701 through 707, Drug Free Workplace Act of 1988; 20 U.S.C. § 1681et. seq. & 45 C.F.R. Part 86, Education Amendments of 1972, Title IX; 8 U.S.C. § 1324a, Employment Eligibility Verification; 29 U.S.C. § 206(d) Equal Pay Act; 29 U.S.C. § 201 et seq. Fair Labor Standards Act; 8 U.S.C. § 1324 Immigration Control and Reform Act; 42 U.S.C. § 10801 et seq. Protection and Advocacy for Individuals with Mental Illness Act; 45 C.F.R. Part 84.53 Public Health Service Act, Section 522 and Section 526; 29 U.S.C. § 794 & 45 C.F.R. Part 84 Rehabilitation Act of 1973, as amended, Section 504; 42 U.S.C. § 6322 Energy Policy and Conservation Act; 42 U.S.C. § 4106 Flood Disaster Act of 1973 and other flood hazard provisions; 42 U.S.C. § 4321 et seq. & 40 C.F.R. Part 1500 et seq. National Environmental Policy Act of 1969; 42 U.S.C. §§ 7181-7184, Pro-Children Act of 2001; 31 U.S.C. § 3729-3733 and Chapter 38 Civil False Claims Act; Public L. 109-171 (2006) Deficit Reduction Act of 2005; P.L. 109-282, as amended by Section 6202 of P.L. 110-252 FFATA; 5 U.S.C. § 1501, et. seq. Hatch Act; 42. U.S.C. § 290dd-2; 42 C.F.R. § 2 and 2a Substance Abuse and Mental Health confidentiality; 45 C.F.R. Part 75 HHS Award requirements; and the Subrecipient shall include in any contracts termination clauses for cause and convenience, along with administrative, contractual, or legal remedies in instances where subcontractors violate or breach agreement terms and provide for such sanctions and penalties as may be appropriate.

**44. Background Screening:** The Subrecipient and any individuals associated with the Subrecipient shall comply with the background screening requirements in Utah Code §26B-2-120 and Utah Administrative Code R501-14.

- 45. Provider Code of Conduct:** If the Subrecipient and any individuals associated with the Subrecipient will be working with DHHS clients, the Subrecipient shall follow and enforce the DHHS Provider Code of Conduct. Before allowing any employee or volunteer to work with clients, the Subrecipient shall: 1) provide a current copy of the DHHS Provider Code of Conduct to each employee or volunteer currently working for the Subrecipient and to new employees or volunteers; and 2) retain in each employee's or volunteer's file a signed and dated statement in which that person certifies that he or she has read, understands, and will comply with the DHHS Provider Code of Conduct. Annually, the Subrecipient shall obtain the current DHHS Provider Code of Conduct poster and display the poster where its employees and volunteers can see it.
- 46. Abuse Reporting:** The Subrecipient shall comply with abuse reporting requirements in Utah Code §§ 80-2-602 and 26B-6-205.
- 47. Waiver:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.
- 48. Legal Fees:** In the event of any judicial action to enforce rights under this agreement, the prevailing party will be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
- 49. Subawards, Subcontracts and Assignment:** The Subrecipient shall not assign, sell, transfer, subcontract, subaward, or sublet rights or delegate responsibilities under this agreement, in whole or part, without the prior written consent of DHHS. The Subrecipient retains ultimate responsibility for performance of all terms, conditions, and provisions of this agreement that are subcontracted or performed by a subcontractor. When subcontracting, the Subrecipient agrees to use written subcontracts that conform to federal and State laws. The Subrecipient shall request DHHS approval for any assignment at least 20 days prior to its effective date.
- 50. Force Majeure:** Neither party will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond the party's reasonable control. DHHS may terminate this agreement after determining that the delay or default will likely prevent successful performance of this agreement.
- 51. Severability:** The invalidity or unenforceability of any provision, term, or condition of this agreement will not affect the validity or enforceability of any other provision, term, or condition of this agreement, which will remain in full force and effect.
- 52. Survival of Terms:** Termination or expiration of this agreement will not extinguish or prejudice DHHS's right to enforce this agreement with respect to any default or defect in the services that has not been cured.
- 53. Notice:** Notice must be in writing and sent to [dhhscontracts@utah.gov](mailto:dhhscontracts@utah.gov).
- 54. Order of Precedence:** The terms of this agreement will be reasonably interpreted and construed to avoid any conflict among the provisions. If there is any conflict between this agreement's terms, or the terms of the federal award or applicable federal regulation, the order of precedence (listed in order of descending precedence) among the terms is: (1) the terms of the federal award and any applicable federal regulations; (2) Agreement Signature Page(s); (3) this Attachment A; (4) DHHS scope of work; (5) Any other attachments.
- 55. Time is of the Essence:** The Subrecipient shall complete services by any deadline stated in this agreement. For all services, time is of the essence. The Subrecipient shall be liable for all reasonable damages to DHHS and the State, and anyone for whom the State may be liable, as a result of the Subrecipient's failure to timely perform the services required under this agreement.
- 56. Dispute Resolution:** DHHS and the Subrecipient shall attempt to resolve agreement disputes through available administrative remedies prior to initiating any court action. Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. DHHS, after consultation with the Subrecipient, may appoint an expert or panel of experts to assist in the resolution of a dispute. If DHHS appoints such an expert or panel, DHHS and the Subrecipient agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

**57. Entire Agreement:** This agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revised: 8/31/2023)

Attachment B: 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) \$138,400 NSA, and \$2,222 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	\$138,400.00
BFPC	\$2,222.00
Infrastructure	To be determined, annually
Total	\$140,622.00

#### 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.

## ATTACHMENT - C

### Assurance of Civil Rights Compliance

- 1.1 The Grantee 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.
- 1.2 By providing this assurance, the Grantee agrees to compile data, maintain records and submit records and reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department 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.
- 1.3 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.
- 1.4 This assurance is binding on the Grantee, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Grantee.