



UTAH DEPARTMENT OF HEALTH CONTRACT AMENDMENT

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

2026713

Department Log Number

202700369

State Contract Number

1. **CONTRACT NAME:** The name of this contract is Local Health Dept WIC Program - San Juan Amendment 4.
2. **CONTRACTING PARTIES:** This contract amendment is between the Utah Department of Health (DEPARTMENT) and San Juan County (CONTRACTOR).
3. **PURPOSE OF CONTRACT AMENDMENT:** The purpose of this amendment is to add NSA funding to FFY 2022.

Pursuant to Utah Code Ann. 26B-1-201, as of July 1, 2022, the parties agree that the contracting parties, with all its contractual obligations, duties, and rights, will be the Department of Health and Human Services ("Department") and Contractor.

4. **CHANGES TO CONTRACT:**

1. The contract amount is being changed. The original amount was \$377,440. The funding amount will be increased by \$14,857 in federal funds. New total funding is \$392,297.
2. Attachment A, effective 05/01/2022, is replacing Attachment A, which was effective 10/01/2021.

DUNS: WCVABP2FEVA2

Indirect Cost Rate: 0%

Add

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|----------------------------------|----------------------------|--------------------------------------|---------------|
| Federal Program Name: | Women Infants and Children | Award Number: | 6UT700709 |
| Name of Federal Awarding Agency: | USDA - Food and Nutrition | Federal Award Identification Number: | 226UT709W1003 |
| CFDA Title: | WOMEN INFANTS AND CHILDREN | Federal Award Date: | 4/27/2022 |
| CFDA Number: | 10.557 | Funding Amount: | \$943 |

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|----------------------------------|----------------------------|--------------------------------------|---------------|
| Federal Program Name: | Women Infants and Children | Award Number: | 6UT700709 |
| Name of Federal Awarding Agency: | USDA - Food and Nutrition | Federal Award Identification Number: | 226UT709W1003 |
| CFDA Title: | WOMEN INFANTS AND CHILDREN | Federal Award Date: | 4/27/2022 |

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|--------------|--------|-----------------|---------|
| CFDA Number: | 10.557 | Funding Amount: | \$12414 |
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|----------------------------------|----------------------------|--------------------------------------|---------------|
| Federal Program Name: | Women Infants and Children | Award Number: | 6UT700709 |
| Name of Federal Awarding Agency: | USDA - Food and Nutrition | Federal Award Identification Number: | 226UT709W1003 |
| CFDA Title: | WOMEN INFANTS AND CHILDREN | Federal Award Date: | 4/27/2022 |
| CFDA Number: | 10.557 | Funding Amount: | \$1500 |

All other conditions and terms in the original contract and previous amendments remain the same.

5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective 05/01/2022

6. 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.
 - C. Utah Department of Health General Provisions and Business Associate Agreement currently in effect until 6/30/2023.

7. 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.

Contract with Utah Department of Health and San Juan County, Log # 2026713

IN WITNESS WHEREOF, the parties enter into this agreement.

CONTRACTOR

STATE

By: _____
Willie Grayeyes Date
County Commission Chair

By: _____
Shari A. Watkins, C.P.A. Date
Director, Office Fiscal Operations

ATTACHMENT A

WIC Program Special Provision

For San Juan Public Health Department

I. FUNDING AND PAYMENTS

- A. Nutrition Service Administration (NSA) - The DEPARTMENT shall reimburse the CONTRACTOR up to \$126,538 for Federal Fiscal Year 2022 for WIC operational activities (as submitted on the monthly expense report) by the CONTRACTOR directly related to the program. This agreement will be amended to add funding each fiscal year.
- B. Peer Counseling (PC) - The DEPARTMENT shall reimburse the CONTRACTOR up to \$3,822 for Federal Fiscal Year 2022 for Peer Counseling (PC) activities (as submitted on the monthly expense report). NSA funding can be used to supplement the budget in this category. This agreement will be amended to add funding each fiscal year.
- C. The CONTRACTOR shall report the costs under Sections I.A. and I.B. to the DEPARTMENT based on the following categories:
 - 1. Breastfeeding Promotion - NSA
 - 2. Nutrition Education - NSA
 - 3. Administration - NSA
 - 4. Client Services - NSA
 - 5. Technology Services - NSA
 - 6. Peer Counseling - PC
- D. The CONTRACTOR shall spend at least one-sixth (17%) of the reimbursement amount under Section I.A. on Nutrition Education.
- E. WIC Food Benefits issued to eWIC cards provided under the WIC Program are considered Federal Financial Assistance that must be reported in the LHD Single Audit Report. The Food Benefit Redeemed Amount for the calendar year will be made available the following January by the DEPARTMENT.

II. PROVISIONS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, BUT NOT ATTACHED:

- A. Utah Department of Health WIC Program Policy and Procedures (P&P) manual (Utah WIC State Plan Section II), current version as amended annually.
- B. All other governmental laws, rules, regulations, or actions applicable to services provided herein.

III. PROVISIONS INCORPORATED INTO THIS AGREEMENT – ATTACHMENT B

- A. The Civil Rights Assurance language has been added as Attachment B.
- B. The entirety of Attachment B, Civil Rights Assurance language, found in Attachment B must be amended into all WIC contracts executed by the CONTRACTOR with sub-recipients for all goods and services every time WIC federal funds are used.

IV. SERVICES

- A. The CONTRACTOR shall furnish services as specified herein to residents of the area served by the CONTRACTOR. 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.

- B. The CONTRACTOR shall comply with the regulations and guidelines set forth in the Federal code (§42 U.S.C. 1786), and shall abide by the fiscal and operational policy requirements prescribed by the DEPARTMENT and the U.S. Department of Agriculture (USDA).
 - C. The CONTRACTOR shall 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 DEPARTMENT'S and the CONTRACTOR'S Nutrition Education Plans and to USDA Regulations.
 - D. The CONTRACTOR shall adhere to the Nutrition Education Plan submitted by the CONTRACTOR and approved by the DEPARTMENT each January. That document provides a plan for improving the program quality and for meeting State performance objectives for the WIC program.
 - E. The CONTRACTOR must maintain competent professional staff, facilities and equipment, as defined by Utah WIC policy, needed to perform the measurements and tests necessary for determining the eligibility of persons for WIC participation.
 - F. The CONTRACTOR shall utilize the WIC food delivery system approved by the DEPARTMENT for making WIC food benefits available to participants.
 - G. The CONTRACTOR shall provide WIC food benefits to all categories of eligible participants: infants, children, and pregnant, postpartum and breastfeeding women.
 - H. The CONTRACTOR shall exchange participant information with surrounding health agencies and with agencies with overlapping WIC services areas in accordance with Food and Consumer Services (FCS) Instruction 801-1 (confidentiality) to prevent dual participation.
 - I. The CONTRACTOR shall operate the WIC Program in accordance with the provisions of the DEPARTMENT'S current WIC Program Policies and Procedures Manual, as amended.
 - J. The CONTRACTOR shall ensure the CONTRACTOR'S WIC Director/Coordinator or designee attends all meetings of the Utah Association of WIC Administrators and all WIC Director Meetings hosted by the state. The CONTRACTOR shall ensure that WIC management and frontline staff participate in all training required by the DEPARTMENT.
 - K. The CONTRACTOR shall securely store, maintain and convey all serialized inventory equipment, eWIC cards and other disposables as required in the DEPARTMENT'S WIC Policy and Procedures Manual.
 - L. The CONTRACTOR shall immediately conduct an initial investigation and follow-up of suspected fraudulent acts committed by WIC Program participants detected either by the CONTRACTOR or by the DEPARTMENT, and notify the DEPARTMENT immediately in every case when fraud is discovered or is confirmed to have occurred.
 - M. The CONTRACTOR shall serve only participants who reside within the geographical area served by the CONTRACTOR. If CONTRACTOR serves specialty clients, it shall serve only those clients who reside within the geographical area served by the CONTRACTOR and shall serve only the special population(s) approved by the State WIC office. An exception(s) to this provision requires prior written approval by the State WIC Director, which will be reviewed on a case by case basis.
 - N. The CONTRACTOR agrees to participate in bi-annual management evaluations as described in the Utah WIC Policy and Procedures Manual; including but not limited to: completion of Self Evaluations, allowing state staff to conduct site visits at clinics, responding to findings in management evaluation reports, and completion of action plans in order to close findings within agreed upon time frames.
 - O. The CONTRACTOR agrees to conduct outreach as required in the Utah WIC Policy and Procedures Manual in order to notify the public of available services and promote program participation.
- V. NON-DISCRIMINATION
- A. The CONTRACTOR shall comply with all provisions required by the implementing regulations of the

USDA, Department of Justice Enforcement Guidelines at 28 CFR 50.3, and FNS directives and guidelines (available at <https://www.fns.usda.gov/cr/civil-rights-laws-regulations>). No person shall on the grounds of race, color, national origin, sex, religious creed, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity for which the CONTRACTOR receives Federal financial assistance from FCS. CONTRACTOR hereby gives assurance that the CONTRACTOR will immediately take measures necessary to effectuate all non-discrimination requirements.

- B. The CONTRACTOR shall compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If any violations of these provisions are discovered, the DEPARTMENT or the USDA Food and Nutrition Service shall have the right to seek judicial enforcement of these provisions. These provisions are binding on the CONTRACTOR, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the DEPARTMENT.
- C. The CONTRACTOR shall update all locally administered sub-recipient contracts with the quality assurance language found in the General Provisions, Part/Paragraph XX of this contract. Any time federal dollars are used to procure goods and services, the Civil Rights language must be applied into said contracts.

VI. COMPUTER EQUIPMENT AND SUPPLIES:

- A. The DEPARTMENT agrees to provide serially numbered food instruments also known as electronic benefit transfer (EBT) electronic WIC (eWIC), chip and pin smart cards, to the CONTRACTOR.
- B. The CONTRACTOR owns the computers in operation at all local WIC clinics within the CONTRACTOR's jurisdiction. Computers and equipment that must be maintained and/or purchased by the CONTRACTOR includes, but may not be limited to: Personal Computers, Laptop Computers, LCD Screens/Monitors, Computer Mice, LCD Projectors, ReportPrinters and all other equipment required to maintain business operations.
- C. The CONTRACTOR shall replace any computer equipment that is broken, obsolete/outdated, lost, stolen, or damaged.
- D. The DEPARTMENT shall provide card acceptor devices to the CONTRACTOR for purposes of placing food benefits on electronic WIC smart cards.
- E. The CONTRACTOR shall supply its WIC Program with the computers purchased with Technology Services funding from this Contract. Computers and equipment for other CONTRACTOR programs may not be purchased using funding from this Contract.
- F. At the time of computer replacement, the CONTRACTOR shall consider replacing desktop type computers with laptop computers to allow WIC to be administered wherever necessary due to pandemic or other natural, terror, or biological disasters.

VII. NSA FUNDS MODIFICATION:

- A. The total amount of NSA Funds under this Contract, as outlined in Section I.A., is subject to quarterly adjustments as required by State or Federal requirements and practices. Unused funds may lapse and revert back to the DEPARTMENT or USDA for reallocation.

VIII. TRAINING AND CERTIFICATION:

- A. The DEPARTMENT agrees to provide workshops and other training for CONTRACTOR'S employees regarding nutrition, medical certification, eWIC benefit issuance and maintenance, and fiscal/administrative, and operational aspects of WIC.
- B. The CONTRACTOR shall ensure that all employees of the CONTRACTOR involved in the WIC Program have an opportunity to attend DEPARTMENT-sponsored seminars and/or training meetings.

IX. REQUIRED DEPARTMENT APPROVALS:

- A. The CONTRACTOR must obtain written approval from the DEPARTMENT to purchase capital equipment items. 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. Computers and computer equipment does not require DEPARTMENT approval to purchase.
- B. The CONTRACTOR shall pay for all in-state and out-of-state travel of WIC staff. The CONTRACTOR must obtain written approval from the DEPARTMENT for out-of-state travel.

X. INTERGENERATIONAL POVERTY EFFORTS

- A. In an effort to support families who are experiencing intergenerational poverty and who desire to break the cycle for themselves and their children, the DEPARTMENT will reach out directly to families who self-identify or who have signed formal releases of consent to have their information shared with local health departments and other state agencies to be informed of resources and programs available that will promote positive health outcomes for themselves and their children.

XI. DISPUTE RESOLUTION

- A. If any dispute arises between the parties during the activities described by this Contract, the parties agree to seek a resolution through open communication and dialogue.
- B. Either party may request a conference to resolve a disputed issue (consistent with Utah Admin. Code R380-10-3, which supports dispute resolution at the lowest level possible).
- C. If a resolution cannot be reached, Department may bring supervisory personnel into the process to facilitate resolving issues and achieving agreement.
- D. The provisions in Sections B. and C. are not mandatory.
- E. If a dispute is not resolved within 30 days of Department decision, the Department's decision is considered the "initial agency determination," as defined by Utah Admin. Code R380-10- 2(3).
- F. These provisions do not preclude or affect the provisions, rights, limitations, or timelines for appealing Department actions that are provided or required by Utah Code §§ 26-23-2, 26-1- 4.1, or 26-1-7.1, Utah Admin. Code R380-10, or the Utah Administrative Procedures Act (Utah Code § 63G-4).
- G. In the event of any conflict between the Dispute Resolution provisions in the Special Provisions of this Contract with applicable law or rules, the provisions of the applicable law or rules shall control.