

CONTRACT

between

KANSAS DEPARTMENT OF HEALTH AND ENVIROMENT

and

LOCAL KANSAS WIC AGENCY

SUBJECT: Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) (CFDA 10.557), Food and Nutrition Service, United States Department of Agriculture

DIVISION: Health

This contract is between the Kansas Department of Health and Environment, herein known as the State Agency, and the contracted agency herein known as the Local Agency. In consideration of the mutual promises contained hereinafter, the parties therefore covenant to:

SECTION I – LOCAL AGENCY RESPONSIBILITIES

1. Conduct the Special Supplemental Nutrition Program for Women, Infants, and Children, in accordance with fiscal and operational requirements set forth by the United States Department of Agriculture, Food and Nutrition Service, WIC Program Regulations contained in the Code of Federal Regulations 246 and the current Kansas State WIC Policies and Procedures Manual. The program shall also be conducted in accordance with the other state and federal regulations that are currently in effect, which govern administration, operation, and management. Funding is provided through CFDA 10.557
2. Employ a Competent Professional Authority (a licensed dietitian, registered nurse, licensed physician or registered physician assistant) on staff who shall have the capabilities that enable the Local Agency staff to perform certification procedures; provide nutrition education services to participants; and implement a food delivery system as prescribed by the State Agency. Employ and/or contract with a licensed dietitian to perform certain nutrition services as defined by policy. Make available appropriate health services to participants and inform applicants of the health services available; have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided by referral.
3. Be responsible for providing written information about Medicaid to each caregiver or participant on at least one occasion, preferably at the time of certification.
4. Complete a Nutrition Services Plan and submit to the State Agency by November 1st each year for approval. This plan is to be completed using the Nutrition Services Plan Guidance materials, provided by the State Agency, for the upcoming calendar year.
5. Maintain a list of community and food assistance programs within the community. The list must include local Medicaid information and other programs that may be of benefit to participants and applicants. The list must also include local resources for substance use counseling and treatment. Hotlines and self-help groups (e.g. Alcoholics Anonymous) can be included, especially if there are limited local resources.
6. Provide referrals to services and programs as appropriate. Referrals may be verbal or written. Referrals must be documented. Infants/children who have not had a blood lead test, or do not have up to date immunization records, must be referred to an appropriate resource.

7. Maintain confidentiality of WIC participants when making referrals and/or releasing information to other programs. When the participant/caregiver signs the Rights and Responsibilities statement, permission is given to release information for the listed programs to:
 - (a) Establish the eligibility of WIC applicants or participants for the programs that the organization administers;
 - (b) Conduct outreach to WIC applicants and participants for such programs;
 - (c) Enhance the health, education, or well-being of WIC applicants or participants who are currently enrolled in such programs, including the reporting of known or suspected child abuse or neglect that is not otherwise required by State law;
 - (d) Streamline administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC program; and/or
 - (e) Assess and evaluate the responsiveness of a State's health system to participants' health care needs and health care outcomes.

The Local Agency will not use the information for any other purpose or disclose the information to a third party. To release information to any other program not listed requires a separate release form be signed by the participant/caregiver.

8. Consider developing letters of collaboration or Memorandums of Understanding (MOUs) with community groups, organizations or agencies specifically outlining their relationship with the WIC program and WIC's relationship to them. These MOUs facilitate referral by outlining the procedures under which each organization should be operating. Special efforts should also be made by Local Agency's to maintain ongoing communication and referrals with organizations who serve the homeless in their WIC service area. WIC program information should be provided to these agencies to refer people to WIC and likewise.
9. Submit a monthly affidavit of expenditures by the 20th of each month following the reporting month that includes allowable administrative costs incurred for operation of the WIC Program. In addition and when necessary, submit monthly closeout reports (supplemental reports) within 60 calendar days from the end of the reporting month.
 - (a) Affidavits must be submitted (postmarked) to the State Agency no later than the 20th of the month following the reporting month. Affidavits postmarked after the 20th may be delayed for processing for a period of 30 days. The State Agency, on a case-by-case basis for unforeseen circumstances, may grant requests for exceptions or extensions. If it is not possible for the Local Agency to meet the above submission deadline, the Local Agency must submit to the State Agency written justification for review and approval at least annually.
 - (b) Account for administrative expenditures according to the following cost categories: Nutrition Education, Breastfeeding Promotion/Support, Client Services, and General Administration.
 - (c) Expend and claim at least one-sixth of the total funds for reimbursement through this contract for nutrition education costs. Additional to this one sixth nutrition education requirement, a State Agency assigned expenditure amount for breastfeeding promotion and support must be met. These expenditure amounts will be included with the Local Agency funding allocation information. Exceptions to these requirements for special circumstances not under the control of the Local Agency may be authorized by the State WIC Director. Without authorization, failing to meet the one sixth nutrition education requirement and the assigned amount for breastfeeding promotion and support may result in a claim by the State Agency against the Local Agency.

- (d) Maintain complete, accurate, documented, and current accounting of all program funds received and expended to provide an audit trail to source documentation. Local Agency shall submit other reports requested by the State Agency in a timely manner. A time study report or time sheets shall be submitted to the State Agency for one month every quarter.
10. Attend the statewide annual WIC meeting and other required training events as directed by the State Agency.
 11. File with the State Agency an approved indirect-cost plan or administrative cost allocation plan if such costs are to be claimed for reimbursement under this contract.
 12. Maintain on file and have available for review, audit and evaluation, all documentation used for certification of participants, including information about the geographic area served, location of service sites and time periods (clinic days and hours) when participants could receive service at these sites, income standards used, specific criteria used to determine nutritional risk, and nutrition education documentation. Local Agency shall maintain all records regarding this contract for a period of four years or until audits by representatives of the United States Department of Agriculture have been completed and any questions arising from the audits have been resolved, whichever is sooner.
 13. Meet the audit requirements of OMB Circular A-133 for the fiscal year if Local Agency receives \$500,000 or more in total federal funds from any source during the Local Agency's fiscal year. The audit may be a part of the Local Agency's annual audit. Submit one copy of the audit report pertaining to this grant program to the State Agency. The audit objective is to determine whether there is adequate compliance with regulation and grant agreement. The audit report should include a statement that the examination was made in accordance with generally accepted auditing standards and a statement that operations of the Local Agency are in conformance with the requirements of the grant contract.
 14. Be responsible for evaluating local retail vendors for participation in the WIC Program and for performing annual vendor training and any other training, monitoring, and investigating of these vendors. The Local Agency shall send written communications of warnings when vendors are in violation of contract agreements and resolve problems as necessary.
 15. Be responsible for safeguarding all check stock from the date the Local Agency receives the check stock through the date the WIC participant signs for and receives the checks, or through final disposition of any checks not received by a WIC participant.
 16. Obtain written approval from the State Agency before purchasing any piece of equipment or capital expenditure costing \$500 or more, if said equipment is to be purchased with WIC funds under this contract. KDHE reserves rights to all capital equipment purchased 100% with WIC funds. All capital expenditures reported on the monthly affidavits must be supported with photocopies of purchase prior-authorization and vendor invoices before reimbursement can be made.
 17. A Local Agency must maintain participation levels of at least 98% of the contractual assigned participation. Perform sufficient outreach activities throughout the year to maintain contractual assigned participation. At a minimum, the Local Agency shall conduct at least one (1) public outreach activity designed to enroll eligible women in the early stages of pregnancy, infants, and children in the WIC Program. This outreach activity shall involve offices and organizations that interact with potentially eligible persons, such as health and medical organizations, hospitals and clinics, welfare and unemployment offices, social service agencies, farm worker and other organizations serving target populations. If a Local Agency fails to maintain at least 98% of its assigned target participation level for a three-month period, the State Agency may reduce the amount of administrative funds allocated to the Local Agency.

18. Prohibit smoking in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.
19. Obtain written approval from the State Agency for any subcontract the Local Agency elects to enter with a second party for services provided for in this contract. The Local Agency shall submit the subcontract to the State Agency for approval along with this contract.
 - A. Include in the subcontract, a provision defining the services to be provided by the sub-agency. Said services may include, but are not limited to:
 - (1) Determining participant eligibility;
 - (2) Issuing checks/check stock;
 - (3) Providing nutrition education and counseling;
 - (4) Providing to the local agency, on a timely basis, all required information regarding fiscal and program administration;
 - (5) Following WIC policies and procedures;
 - (6) Making appropriate health services or referrals available to participants;
 - (7) Training, monitoring, and investigating retail vendors;
 - (8) Maintaining vendor files; and,
 - (9) Assuring documentation for all functions.
 - B. Include in the subcontract if compensation will be provided, a provision indicating how the Local Agency will compensate the sub-agency for the services indicated above.
 - C. Include in the subcontract a signed copy of the Federal Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions form.
 - D. Establish a management evaluation system to coordinate and review sub-agency operations, in the event the Local Agency elects to subcontract with a second party for services provided for in this contract.
 - E. The evaluation system shall include, but is not limited to:
 - (1) Conducting periodic, routine meetings with WIC staff for in-service training and problem solving.
 - (2) Monitoring all sub-agencies, including 20 percent of the clinic sites, annually for compliance with WIC operations and developing a corrective action process which includes: promptly notifying the sub-agency of any deficiencies, developing corrective action plans, and monitoring sub-agency implementation of such plans. Provide to the State Agency, a copy of the report to the sub-agency regarding the notification of deficiencies found in sub-agency operations and subsequent monitoring of the implementation of action plans.
 - (3) Providing on-site technical assistance to sub-agency sites as necessary.

20. Comply with the following requirements:
 - (a) Keep WIC equipment secure from theft or damage;
 - (b) Have and maintain a computer network to support KWIC use;
 - (c) Insure that reasonable protections are in place to avoid computer viruses and unauthorized access to computer files;
 - (d) Have information technology technicians available to help in the installation of new equipment and deal with problems with the network and existing equipment; and,
 - (e) Maintain access to the internet for KWIC operations and maintenance.

SECTION II – STATE AGENCY RESPONSIBILITIES

1. Provide a food delivery and management information system for all Local Agencies; provide technical assistance and training; and monitor the program for compliance as stated in (Section I (a)) above.
2. Reimburse the Local Agency on a monthly basis for approved administrative expenses in accordance with the Local Agency submitted affidavit of expenditures and within the funding allocation provided to the Local Agency. Payments are based on actual costs and are contingent upon the availability of Federal funds.
3. In the event this agreement is terminated by either party before the end of the contract period as stated in Section III (1) below, reimbursement for approved administrative expenses will be prorated to the date of termination.
4. Reimburse WIC vendors through the established redemption system for checks submitted in accordance with the requirements set forth in the Vendor Agreement, as signed and agreed to by each participating vendor.

SECTION III – GENERAL CONDITIONS

1. This contract may be terminated by the State by giving at least 60 days written notice to the Local Agency. The Local Agency may terminate the contract by giving at least 120 days written notice to the State.
2. This contract terminates on the date above specified and is not automatically renewed or renewable.
3. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

CONTRACTED

AGENCY: Sedgwick County Board of Commissioners

COUNTIES

INCLUDED: Sedgwick County

CONTRACT

AMOUNT: Up to \$2,220,978 plus any reallocated federal funds that may become available

CONTRACT PERIOD: October 1, 2011 through September 30, 2012

CONTRACT SIGNED BY:

Signature
Robert Moser, MD

Printed Name
Secretary

Title
Kansas Department of Health and Environment

Organization

Date

Signature

Printed Name

Title

Organization

Date

Approved As To Form



Attachment

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of October, 2011.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment to the U.S. Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

U.S. DEPARTMENT OF AGRICULTURE

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Federal Fiscal Year 2012 WIC Participation and Allocation

Contract Period: 10/01/11 TO 9/30/12

Assigned Participation, Budget Amount Submitted, Approved Allocation, Target Expenditures by Parents, Sub-agencies and clinics

September 1, 2011

Local Agency	Assigned Participation	FFY2012 Submitted Budget Amount	FFY2012 Approved Allocation	Difference Between Submitted Budget Amount vs. Approved Allocation	% Difference Between Submitted Budget Amount vs. Approved Allocation	Nutrition Education Target Expenditure (minimum of 16.7% of the total allocation)	Breastfeeding Promotion and Support Target Expenditure (Set amount)
SEDGWICK		\$2,448,034	\$2,220,978	\$227,056	9%	\$370,903	\$84,106
Colvin	4,049						
Main	6,300						
Stanley	4,670						
LA TOTALS	15,019	\$2,448,034	\$2,220,978	\$227,056	9%	\$370,903	\$84,106