



RESOLUTION NO. 17-480

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT A02 TO THE RENEWAL AGREEMENT NUMBER 15-10096 WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE WOMEN, INFANTS, AND CHILDREN (WIC) SUPPLEMENTAL NUTRITION PROGRAM (RES. 15-444) (RES. 16-344)

WHEREAS, per Resolution 15-444 the Board of Supervisors approved Agreement Number 15-10096 with the California Department of Public Health (CDPH) for the County's Women, Infants, and Children (WIC) Supplemental Nutrition Program; and

WHEREAS, the Agreement was subsequently amended as approved per Resolution 16-344, which increased the maximum amount; and

WHEREAS, the WIC Program provides beneficial services to the community including: supplemental food vouchers, nutrition education, and referral services for eligible pregnant, breastfeeding, and postpartum women, infants and children under the age of five; and

WHEREAS, Amendment A02 shifts funds for Federal Fiscal Years 2016/17, 2017/18 and 2018/19 and revises the Scope of Work to coincide with Federal Guidelines.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that Amendment A02 to Agreement Number 15-10096 with the California Department of Public Health which shifts funds for Federal Fiscal Years 2016/17, 2017/18 and 2018/19 and revises the Scope of Work to coincide with Federal Guidelines for the Women, Infants, and Children (WIC) Supplemental Nutrition Program in the maximum amount of \$2,683,081 for the agreement term of October 1, 2015 through September 30, 2019 be and hereby is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40102-492-3401/446080.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 26th day of September, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

9/26/2017 cc: PH (2)
AC* (Hold)

10/30/2017 cc: PH*
AC* (Release)

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A (Rev 6/03)

Check here if additional pages are added: 1 Page(s)

Agreement Number 15-10096	Amendment Number A02
Registration Number:	




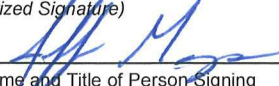
- This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name: California Department of Public Health (Also known as CDPH or the State)
 Contractor's Name: Nevada County Public Health WIC Department (Also referred to as Contractor)
- The term of this Agreement is: October 1, 2015 through September 30, 2019
- The maximum amount of this Agreement after this amendment is: **\$ 2,683,081** Two Million Six Hundred Eighty-Three Thousand Eighty One Dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- Purpose of amendment:** Is shifting of funds for fiscal years 2 through 4 of the Exhibit B, Attachments I and II, Budget and Detail Worksheet, in order to compensate the contractor for actual expenditures invoiced and to revise the Scope of Work accordingly to coincide with the Federal guidelines.
- Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Nevada County Public Health WIC Department		
By (Authorized Signature) 	Date Signed (Do not type) 9/26/2017	 
Printed Name and Title of Person Signing Hank Weston, Chair, Board of Nevada County Supervisors		
Address 950 Maidu Avenue, Suite 200 Nevada City, CA 95959		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type) 10/2/17	
Printed Name and Title of Person Signing Jeffrey Mapes, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.262, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

- III. Exhibit A, Scope of Work, has been revised in its entirety as attached.
- IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, has been revised in its entirety as attached.
- V. Exhibit A, Attachment II, Semi-annual Report Sample, has been deleted in its entirety.
- VI. Exhibit A, Attachment III, RAE Sample, has been updated to replace Exhibit A, Attachment II. All references to this attachment within this contract shall now read as follows:

Exhibit A, Attachment II, RAE Sample

- VII. Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System, has been updated to replace Exhibit A, Attachment III. All references to this attachment within this contract shall now read as follows:

Exhibit A, Attachment III, Template Service Agreement for Third Party Entity's Data Reporting System

- VIII. Exhibit B, Attachments I through II, have been revised in its entirety as attached.

Exhibit A

Scope of Work

1. Service Overview

- A. Contractor agrees to provide for the California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division (CDPH/WIC Division) the direct services at the local level described herein to operate the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) and to comply with all fiscal, administrative and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.
- B. The CDPH/WIC Division administers funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support and referrals to health care services.
- C. The purpose of this contract is to provide funds and expectations to support the delivery of services and benefits of the WIC Program to eligible participants through qualified community agencies.
- D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies and procedures as detailed in Exhibit E, Provision 1.
- E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CFDA Program Title is Special Supplemental Nutrition Program for Women, Infants and Children.

2. Definitions

This list of definitions is for use with this Agreement.

- A. **Applicant** - An individual who has applied to participate in the WIC Program.
- B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the United States Department of Agriculture's (USDAs) Loving Support® Model for a Successful Peer Counseling Program. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to WIC Program breastfeeding services and support.
- C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the local agency.

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- D. **CDPH/WIC Division** means California Department of Public Health, Special Supplemental Nutrition Program for Women, Infants and Children Division - The Division within the California Department of Public Health that administers and oversees the WIC Program.
- E. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement.
- F. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is also referred to as a WIC local agency.
- G. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.
- H. **Designee** - A person who has been designated by the Contractor's ~~WIC Director~~ **Agency Director** and is authorized to sign an invoice on behalf of the Contractor.
- I. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration funds and funding from another source.
- J. **EBT** means Electronic Benefit Transfer - An electronic system that allows the issuing of food benefits via a magnetically encoded payment card.
- K. **Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, Administrative Sites, Training Centers, Warehouses and Storage Areas.
- L. **FFY** means Federal Fiscal Year - October 1 through September 30.
- M. **FMNP** means Farmers' Market Nutrition Program - A Federally-funded and regulated program that provides resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from farmers' markets to WIC participants.

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- N. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.
- O. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.
- P. **INEP** means Individual Nutrition Education Plan - An individualized plan developed for each WIC participant to follow during participation in the WIC Program.
- Q. **LAIS** means Local Agency Inventory System - The inventory system used by the WIC Program to track all equipment purchased with WIC funds.
- R. **LVL** means Local Vendor Liaison - Local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.
- S. **MIS** means Management Information System - The CDPH/WIC Division's centralized data processing system used to collect and store information concerning participant eligibility, enrollment, food benefit issuance and redemption for local agencies.
- T. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.
- U. **NSP** means Nutrition Services Plan - The NSP is a tool for the CDPH/WIC Division to use in planning overall WIC Program Nutrition Services. Components of the plan include 1) the review of the effectiveness of current and/or past services, 2) the consideration of the most urgent needs of WIC participants in California, and 3) the planning of activities at the CDPH/WIC Division that will focus on addressing WIC participants' needs in the coming two years.
- V. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide consultative services related to nutrition and other topics.
- W. **Nutrition Coordinator** - A designated CPA that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.
- X. **Participant** - An individual who meets all WIC Program eligibility criteria and is enrolled in the WIC Program and receives nutrition benefits.

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- Y. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.
- Z. **QAP** means Quality Assurance Plan - A general description of the methodology used to evaluate individual staff performances and areas of program management and operations to include at a minimum certification, nutrition education, breastfeeding promotion and support, provision of referrals and food instrument integrity and distribution.
- AA. **RAE** means Report of Actual Expenditure - The Contractor's year-end financial report.
- ~~BB. **Semi-Annual Report** - The report that is submitted by the Contractor to the CDPH/WIC Division regarding program operations. The first report will cover October 1 through March 31 and is due on April 30 of each FFY of the contract period. The second report will cover April 1 through September 30 and is due on October 31 of each FFY of the contract period.~~
- CC. **BB. Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.
- DD. **CC. ULO** means Unliquidated Obligations - Unpaid WIC Program financial commitments within a budget period.
- EE. **DD. USDA** means United States Department of Agriculture - the Federal agency that funds and implements the WIC Program throughout the United States.
- FF. **EE. WIC Clinic Sites** - A site that is solely designated for WIC services.
- GG. **FF. WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.
- HH. **GG. WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.
- II. **HH. WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.
- JJ. **II. WPPM** means the WIC Policy and Procedure Manual.

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3. Service Location

A. The services shall be provided at authorized WIC clinic sites within Contractor's service area, as listed in Exhibit B, Attachment III of this Agreement. Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.

B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of Nevada County.

4. Service Hours

A. The services shall be provided during the Contractor's normal business hours in addition to extended hours of operation to accommodate the needs of working and student applicants/participants.

B. When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated.

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5. Project Representatives

A. The project representatives during the term of this Agreement will be:

California Department of Public Health	Nevada County Public Health Department
Amanda Williams <u>Paul Melnikov</u> Contract Manager Telephone: (916) 928-8680 <u>8616</u> Fax: (916) 263-3314 <u>440-8850</u> E-mail: Amanda.williams@cdph.ca.gov <u>paul.melnikov@cdph.ca.gov</u>	Jill Blake Public Health Director, MPA Telephone: (530) 265-1732 Fax: (530) 271-0837 E-mail: jill.blake@co.nevada.ca.us

B. Direct all inquiries to:

California Department of Public Health	Nevada County Public Health Department
CDPH/WIC Division Attention: Amanda Williams <u>Paul Melnikov</u> Local Operations Section I 3901 Lennane Drive Sacramento, CA 95834 Telephone: (916) 928-8680 <u>8616</u> Fax: (916) 263-3314 <u>440-8850</u> E-mail: Amanda.Williams@cdph.ca.gov <u>paul.melnikov@cdph.ca.gov</u>	Nevada County Public Health Department Attention: Debra Wilson Senior Nutritionist, MPH, RD, CLE 988 McCourtney Road Grass Valley, CA 95949 Telephone: (530) 470-2439 Fax: (530) 273-8290 E-mail: debra.wilson@co.nevada.ca.us

C. Either party may change the information in paragraphs A or B above by giving written notice to the other party. These changes shall not require an amendment to this Agreement.

6. Contractor Responsibilities

A. Administrative Contract Requirements

1) Caseload Management and Performance Standard

- a) The Contractor is provided a participant annual caseload for the term of this Agreement. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

<u>Budget Period</u>	<u>Caseload</u>
1. 10/1/15 – 9/30/16	1410
2. 10/1/16 – 9/30/17	1430

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3. 10/1/17 – 9/30/18 1440

4. 10/1/18 – 9/30/19 1460

- b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's authorized caseload and associated funding through a formal contract amendment.

2) Quality Assurance Plan

- a) The Contractor shall continue to maintain an internal Quality Assurance Plan and continuously review and evaluate the program services provided.
- b) **If the Contractor is identified by CDPH/WIC as performing low on a statewide performance measure, then the Contractor shall incorporate the identified statewide performance measure into its Quality Assurance Plan (per WPPM 100-01). The Contractor shall collaborate with CDPH/WIC staff to (a) identify and implement one or more appropriate quality improvement activities that address the measure with the objective of improving performances on the measure and (b) routinely monitor results. These improvement activities and monitoring shall follow traditional Quality Improvement (QI) methods.**
- c) **For further information on QI methods, in its Nutrition Services Standards, Standard 16 Quality Improvement, USDA/FNS refers WIC agencies to the Quality Improvement Methodology web page hosted by the Health Resources and services Administration (HRSA): (<https://www.hrsa.gov/quality/toolbox/methodology/index.html>).**

3) Program Monitoring

The CDPH/WIC Division shall conduct an on-site visit to ensure that the Contractor's program operations and fiscal management procedures are in compliance. On-site monitoring visits shall be performed at least once every two (2) years. The Contractor shall comply with all requirements of the program monitoring process.

4) Staffing Standards

- a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment II.
- b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and clinical duties relating to certification, referral, outreach, education, planning and supervisory functions. Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.

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c) The Contractor shall employ RDs for activities that support participant nutrition needs and oversee the development, implementation, and evaluation of the nutrition services plan, the quality assurance plan and nutrition related education, assessments, and nutrition related activities. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

d) The Contractor shall ensure there are adequate and qualified personnel to perform administrative and clinical duties relating to certification, referral, outreach, education, planning, and supervisory functions.

e) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the principle liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to their CDPH/WIC Division Contract Manager explaining how they will meet the fiscal, administrative, and operational requirements and services to be performed in accordance with Exhibit A, Attachment I.

f) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the WIC Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

g) Breastfeeding Coordinator

The Contractor shall designate a CPA to serve in the role of the WIC Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to their CDPH/WIC Division Contract Manager explaining how they will coordinate and provide breastfeeding services to participants in accordance with Exhibit A, Attachment I.

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h) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point of contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

i) Dietetic Career Development Coordinator (**Only applies to contract with San Diego State University Research Foundation.**)

The Contractor shall designate one or more staff to serve in the role of the Dietetic Career Development Coordinator to be the point of contact to the CDPH/WIC Division and provide the following services:

1. Provide technical assistance to the five (5) WIC-based dietetic internships and WIC staff interested in becoming a dietitian.
2. Provide outreach services related to dietetic internships to various state and national organizations.
3. Provide written and verbal communication updates regarding meeting performance outcomes to the CDPH/WIC Division.
4. Ensure that dietetic internships comply with Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). This includes the requirements to have a full-time internship program director and for dietetic internships to provide at least 1200 hours of supervised practice to meet defined competencies by ACEND.
5. Work with dietetic interns to complete the mandatory review process to pass the Registered Dietitian (RD) exam. Funding of project is contingent on meeting performance outcome standards.

j) Dietetic Intern Program (**Only applies to contracts with Clinica Sierra Vista, Northeast Valley, PHFE, San Diego State University Research Foundation and United Health Centers of the San Joaquin Valley.**)

The Contractor shall coordinate and maintain an Academy of Nutrition and Dietetics accredited WIC-based dietetic internship program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Qualified applicants seeking Community Nutrition focus are to be given priority in the candidate selection process. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide; i.e., letter and/or WIC website. Provide quarterly status reports and information to the CDPH/WIC Division's Dietetic Intern (DI) Coordinator, regarding the RD exam pass rate, intern data, site visit evaluations, costs, and other relevant information related to the in kind internships. Work with other internship directors, DI Coordinator, and state representatives to address challenges, acknowledge accomplishments, and make

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recommendations on ways to sustain quality of services. Funding of project is contingent on meeting performance outcome standards.

5) Professional Certifications

The Contractor shall ensure professional staff listed in Exhibit A, Paragraph 6.A.4) above, and identified on Exhibit B, Attachment II maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant subscriptions or memberships to businesses, and professional and technical periodicals or organizations.

6) Program Materials

The Contractor shall utilize CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. Prior to purchasing, using, or developing other materials, the Contractor shall request and receive approval from the CDPH/WIC Division.

7) Staff Training Requirements

- a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.
- b) The Contractor shall provide mandatory training on Civil Rights, Alcohol and Drug Abuse, National Voter Registration Act, and Code of Conduct training once every 12 months to all staff. Newly hired staff shall have the mandatory training within three (3) months of employment, and subsequently, once every 12 months.
- c) The Contractor is responsible for assessing staff and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.
- d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at WIC clinic sites; and provide community outreach activities.

Exhibit A Scope of Work

9) Data Collection

Data collection and management information systems required by the CDPH/WIC Division shall be utilized to address and minimize fraud opportunities.

- a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).
- b) The Contractor shall only utilize the data collection and/or management information system provided by the CDPH/WIC Division.

10) Program Reporting Requirements

- ~~a) The Contractor shall complete and submit a Semi-annual Report on program operations.~~
 - ~~• The first report will cover October 1 through March 31 and is due on April 30 of the each budget period of the contract.~~
 - ~~• The second report will cover April 1 through September 30 and is due on October 31 of each budget period of the contract.~~
 - ~~• The Semi-annual Report will include updates regarding the services outlined in Exhibit A, Attachment I. Refer to Exhibit A, Attachment II, Semi-annual Report Sample.~~
- b) The Contractor shall complete, submit, and update a NSP every two years that is consistent with the CDPH/WIC Division nutrition education goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Clinic Site Changes

- a) The Contractor shall keep open and continue services at the approved WIC clinic sites under this Agreement as approved and listed in Exhibit B, Attachment III.
- b) The Contractor may not create temporary sites, and/or outreach, enrollment, or education sites without written approval from the CDPH/WIC Division.
- c) The Contractor must receive written approval from CDPH/WIC Division prior to entering into any contractual agreement for new WIC clinic sites.
- d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a site that is not approved by CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.

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- e) If the opening or closure of WIC clinic sites will result in a caseload increase or decrease, appropriate funding changes will be made through a formal contract amendment.
- f) Based on unmet need data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC clinic sites need to be opened to serve an unmet need in a specific service area. If so determined, the CDPH/WIC Division will first work with existing contractors already providing services in the identified service area to ensure uninterrupted participant access to services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential contractors to open additional sites based on CDPH/WIC service site location needs. If CDPH/WIC Division determines that a site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the site, address participant access needs, and amend the contract accordingly.
- g) The Contractor shall obtain CDPH/WIC Division written approval prior to relocating or closing an existing WIC clinic site. The Contractor shall submit a justification package to their CDPH/WIC Division Contract Manager.
- h) The CDPH/WIC Division will base their decision on reviewing the Contractor's justification, as well as using state-derived data reports and/or other verifiable data sets that demonstrate unmet need among eligible WIC populations. Other evaluation criteria may be considered at the discretion of the CDPH/WIC Division.

12) Time Reporting Requirement

The Contractor shall make available all time studies upon request of the CDPH/WIC Division.

- a) **Time Studies**
The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week a month or one (1) month per quarter. All staff providing WIC services, directly and indirectly are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding.
- b) The Time Studies shall be reported in accordance with Paragraph 13) below as part of the Report of Actual Expenditure (RAE) process.
- c) **Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)**
The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties as outlined in Exhibit A, Attachment I, Task 7.

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- d) Continuous Time Reporting - Breastfeeding Peer Counseling (if applicable)
The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 8.

13) Report of Actual Expenditure Requirement

- a) The Contractor shall submit, no later than December 15th, following the end of each FFY of this Agreement, a Report of Actual Expenditures (RAE) packet (Refer to Exhibit A, Attachment III, RAE Sample). The RAE packet must be submitted to the CDPH/WIC Division in physical and electronic form, and must include:
 - 1. A copy of the final undisputed invoice for the FFY. The RAE packet cannot be completed until the final invoice for the FFY has been approved and all obligations have been liquidated.
 - 2. An Expenditure Worksheet;
 - 3. A RAE NSA Operating Expenses Worksheet;
 - 4. An Agency Time Sheet Summary; and,
 - 5. A RAE Worksheet.
- b) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure

- a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth (1/6) (approximately 18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.
- b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth (1/6) (approximately 18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

- a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA minimum expenditure requirement published each year around October. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.

Exhibit A
Scope of Work

- b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

16) Subcontract Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 5.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

17) Procurement Requirements

- a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any procurement purchase exceeding \$2,500 in accordance with requirements specified in Exhibit D(F), Provision 3.
- b) The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D (F), Provision 4.

19) Motor Vehicles and Vehicle Maintenance

- a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed in Exhibit A, Paragraph 6.A.8) and also for transportation of supplies needed for WIC Program operations.
- b) The Contractor shall follow the requirements detailed in Exhibit D(F), Paragraph 4.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows: Legal Owner is the California Department of Public Health; Registered Owner is the Contractor's Legal Name.
- c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph 4.B.

Exhibit A
Scope of Work

- d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.
- e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance over \$500; the Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

20) Information Technology and Technical Support Services

- a) The Contractor shall secure local information technology support services and infrastructure to maintain an appropriate network.
- b) The Contractor is responsible for the implementation and ongoing support of its wide area network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, hardware, and security on the local side of the network.
- c) The Contractor must have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).
- d) The Contractor shall secure local information technology support services and infrastructure to fulfill the following responsibilities:
 - 1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment;
 - 2. Allow workstations and other WIC devices to communicate via TCP/IP through the CDPH/WIC Division router to access WIC resources in the CDPH/WIC Division network; and
 - 3. Allow printers and other WIC devices to be able to receive TCP/IP communication through the CDPH/WIC Division router from resources within the CDPH/WIC Division network. Allow video conferencing equipment to be able to communicate with CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.
- e) The Contractor shall support implementation and maintenance of WIC technology activities:
 - 1. Implement infrastructure and devices needed to perform WIC Program business; and
 - 2. Maintain workstations, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.

Exhibit A Scope of Work

- f) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:
 - 1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed; and
 - 2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or in the State network.

- g) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:
 - 1. Install, maintain, and configure the operation systems, device drivers, and applications software used by the Contractor's staff for performing WIC Program operations; and
 - 2. If software or hardware is not performing as expected, contact the manufacturer for resolution.

- h) The Contractor shall ensure proper security of local network systems and WIC data:
 - 1. Ensure that the devices in the local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network; and
 - 2. When data traverses wireless networks and/or the internet, communications shall be protected with a minimum of 128 bit encryption through an encryption network.

- i) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, video conferencing, implementation of a new management information system, and implementation of an electronic benefit transfer system. The Contractor shall support the implementation of State information technology projects by following the instructions provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

Exhibit A
Scope of Work

22) Emergency and Disaster Planning

- a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to schedule enrollment appointments and to ensure WIC services are delivered to eligible participants.
- b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (Only applies to contracts with Alameda County, American Red Cross, Community Resource Project, Planned Parenthood of Orange and San Bernardino Counties, Riverside County, Shasta County and United Health Centers of the San Joaquin Valley.)

The Contractor shall provide a Regional Training Center for use by local agency trainers and/or the CDPH/WIC Division trainers to conduct breastfeeding trainings, breastfeeding peer counseling trainings, and various local agency training and vendor training provided to local agency staff. The Contractor shall maintain a training room facility; site logistics including tables and chairs; and appropriate equipment such as computers, CDPH/WIC Division authorized management information system, copiers, screens, and other training equipment and internet access necessary for trainings.

24) Release of Contractor's WIC Administrative data for inclusion in a third-party data reporting system (only applies to WIC Local Agencies that elect to use a third-party data reporting system).

- a) If the Contractor elects to use a third-party data reporting system, the Contractor must:
 - i. Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);
 - ii. Using the sample agreement template provided by CDPH/WIC Exhibit A, Attachment III), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;

Exhibit A
Scope of Work

- iii. Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;
- iv. Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and
- v. To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

25) Translation Review Services – Education Materials (only applies to Local Agencies that receive funding for this service).

The contractor shall designate one or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to contractor will include timeframes with specific delivery dates expected for completion of the translation services.

B. Local Agency Specific Services

Please see Exhibit A, Attachment I, Local Agency Specific Services, Services to be performed.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide WIC Program benefits.

Activities to Support the Objective

Function 1: Assess that applicants meet eligibility criteria: 1) categorical, 2) residential, 3) financial and 4) nutritional risk. If applicants meet these four criteria, enroll eligible applicants and document ineligibles.

Function 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information.

Function 3: Provide and document health and social service referrals as appropriate.

Function 4: Accurately prescribe food benefits based on category preferences and individual nutritional need.

Function 5: Document an individual nutrition education plan (INEP) in the CDPH/WIC Division authorized management information system.

Deliverables

- A. Eligible participants are enrolled and receiving appropriate WIC benefits.
- B. Nutrition assessments are completed on all eligible WIC participants.
- C. Food benefits are prescribed accurately to all WIC participants.
- D. Appropriate referrals are provided to all WIC participants.
- E. All information on enrolled applicants is accurately documented in the CDPH/WIC Division authorized management information system. Each participant shall have an INEP which includes a goal and appropriate secondary education follow up plan.
- F. Ineligible applicants receive Notice of Ineligibility, and referrals if appropriate.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide nutrition education to all WIC participants.

Activities to Support the Objective
<p>Function 1: Provide and document appropriate, evidenced-based, participant-centered education that is based on nutritional risk and participant concerns.</p> <p>Function 2: Provide and document the minimum number of required nutrition education contacts per the participant's category and certification period.</p> <p>Function 3: Provide high risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high risk criteria based on the participant's nutrition assessment.</p> <p>Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, 6.A.6).</p>
Deliverables
<ul style="list-style-type: none">A. Participants have appropriate initial and secondary nutrition education provided, based on the INEP and subsequent assessments.B. Document all participant nutrition education information in the CDPH/WIC Division authorized management information system.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using the CDPH/WIC Division authorized management information system.

Activities to Support the Objective

Function 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors.

Function 2: Maintain and adhere to procedures for ensuring food benefits security, including the safe and secure transportation, receiving, handling and storage of all check stock, food benefits, laptops and portable printers.

Function 3: Maintain and adhere to procedures for fraud prevention including separation of duties.

Deliverables

- A. Food benefits are accurately issued.
- B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities.
- C. The handling procedures for check stock, food benefits, laptops, and portable printers meet program security standards.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective

Function 1: Contractor shall promote breastfeeding to all pregnant and postpartum women unless medically contraindicated.

Function 2: Provide and document evidenced-based, participant-centered breastfeeding education that enables women to make an informed decision regarding infant feeding.

Function 3: Refer participants to the peer counseling program or lactation specialist, as requested by the participant or recommended by the CPA.

Function 4: Make breast pumps and kits available to postpartum women.

Deliverables

- A. Participants are provided accurate breastfeeding information.
- B. Document all participant breastfeeding education information in the CDPH/WIC Division authorized management information system.
- C. Document breast pump issuance and the reasons for issuance in the CDPH/WIC Division authorized management information system.
- D. Maintain an accurate inventory of breast pumps.
- E. Maintain all breast pumps in a clean and working condition.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective

Function 1: Provide WIC Program information to and coordinate with health and social service organizations to encourage referrals to the WIC Program.

Function 2. Annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and local agency contact information.

Deliverables

- A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations.
- B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, 6.A.6).
- ~~C. Include outreach activities in the Semi-annual Report.~~

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide technical assistance to WIC authorized vendors.

Activities to Support the Objective

Function 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly site visits, serving as a resource to existing WIC authorized vendors (vendor) both during the site visit and upon request in between visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

Function 3: Attend CDPH/WIC Division conducted LVL training as directed.

Function 4: Attend CDPH/WIC Division conducted vendor training at least once within the period of the contract.

Deliverables

- A. Assist the Contractor's Training Coordinator to ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- B. Assist the Contractor's WIC Director or designee to ensure the Contractor's local agency staff review and sign the Conflict of Interest Statement.
- C. Meet a minimum 90 percent performance standard of vendor onsite visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.
- D. Document results of every WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- E. Provide WIC Program information and referrals to vendors, upon request.
- F. Conduct onsite preauthorization visits (OPV) on an as needed basis.
- G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.
- ~~H. Include LVL activities in the Semi-annual Report.~~

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 7: Farmers' Market Nutrition Program:

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using the CDPH/WIC Division authorized management information system; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance.

Activities to Support the Objective

Function 1: Issue WIC FMNP benefits to eligible participants based on established distribution protocol.

Function 2: Provide nutrition education to FMNP benefit recipients and document in the CDPH/WIC Division authorized management information system.

Function 3: Provide instruction and information to FMNP recipients on the proper use of the benefit and locations where it may be used.

Function 4: Designate an FMNP Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Function 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Function 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP benefits assigned to the WIC local agency by CDPH/WIC Division.

Deliverables

- A. Prior to season start up, the Contractor shall submit an FMNP Season Start Up Package that includes the following components:
1. Name and contact information of the WIC local agency's FMNP Coordinator;
 2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
 3. A printed list of local WIC-authorized markets informing FMNP recipients of where to use FMNP benefits;
 4. Instructional guidance for recipients on how to use FMNP benefits;
 5. Plan for providing in-service training to WIC local agency staff on FMNP procedures; and
 6. Activities planned with local farmer's markets and market associations to promote program benefits and participation.
- B. Contractor shall document nutrition education contacts in the CDPH/WIC Division authorized management information system for all FMNP benefit recipients.
- C. Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.
- D. Contractor shall submit by February 15 a completed FMNP Year End Report reconciling the disposition (issued, lost, damaged, etc.) of all FMNP benefits assigned to the WIC local agency in the previous year.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 8: Breastfeeding Peer Counseling Program:

Objective: The WIC Breastfeeding Peer Counseling (BFPC) Contractors shall perform all the work required to administer and provide mother to mother breastfeeding support services to WIC mothers following the Loving Support guidelines for peer counseling services.

Activities to Support the Objective

Function 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program.

Function 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support.

Function 3: Provide regular supervision and monitoring of peer counselors.

~~Function 4: Prepare and submit activities and information regarding the BFPC Program as part of the required Semi-annual Report.~~

Deliverables

- A. A process for referring participants who would most benefit from mother to mother breastfeeding support to the Peer Counseling program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process.
- B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high risk issues outside of their scope of practice to the WIC designated breastfeeding expert.
- C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC designated breastfeeding expert, are documented in the program database.
- ~~D. Include BFPC information and activities in the Semi-annual Report.~~
- E. D. Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded staff performing BFPC-related duties.

Exhibit A, Attachment I
Local Agency Specific Services
Services to be performed

Task 9: Regional Breastfeeding Liaison Program: N/A Not Applicable – Not part of this contract, content intentionally omitted

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotion defined by the agency's RBL Plan of Action. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective

Function 1: The RBL will serve as a breastfeeding subject matter expert and WIC liaison to promote WIC Program services and resources within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care. (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.).

Function 2: The RBL will work with health care providers to improve their understanding of breastfeeding and WIC's role as a breastfeeding resource and to increase referrals.

Deliverables

- A. Contractor shall develop an RBL Plan of Action using the CDPH/WIC Division's RBL Plan of Action template.
- ~~B. Include RBL Program information and activities in the Semi-annual Report.~~
- ~~C.~~ B. Contractor shall adhere to all fiscal procedures required for NSA restricted funds and keep continuous time reports for all staff performing RBL-related duties.
- ~~D.~~ C. RBL shall provide activity updates to Regional WIC Directors each quarter or as requested by the CDPH/WIC Division.
- ~~E.~~ D. RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, also attend approved conferences, for e.g., the California Breastfeeding Summit and California WIC Association (CWA) conferences.

**Exhibit B, Attachment I A2
Budget**

	Year 1 10/1/2015 - 9/30/2016		Year 2 10/1/2016 - 9/30/2017		Year 3 10/1/2017 - 9/30/2018		Year 4 10/1/2018 - 9/30/2019				Totals	Total Adj.	Totals Amendment A02	
	Budget		Budget		Budget		Budget		Budget					
	Budget	Amendment A02	Budget	Amendment A02	Budget	Amendment A02	Budget	Amendment A02	Budget	Amendment A02				
Personnel														
Total Salaries and Wages	304,288		316,207		319,491		319,491		327,237		327,237		1,287,223	
Fringe Benefits	202,321		203,921		207,637		207,637		207,959		207,959		821,838	
Personnel	506,609		520,128		527,128		527,128		535,196		535,196		2,089,061	
Operating Expenses														
Minor Equipment	7,200		(6,000)		4,993		(4,993)		2,500		(2,500)		20,693	(13,493)
General Office Expenses	15,070		17,576		14,950		14,950		13,332		13,332		60,928	14,168
Training	3,000		3,600		3,275		3,275		2,375		2,375		12,250	
Travel	4,860		5,290		3,835		3,835		3,315		3,315		17,300	
Professional Certifications			675		(675)								675	(675)
Outreach	1,000		500		500		500		500		500		2,500	
Media/Promotion														
Program Materials														
Vehicle Maintenance														
Audit														
Facility Costs (See Exhibit B Attachment III for breakdown)	38,772		38,772		38,772		38,772		38,772		38,772		155,088	
Operating Expenses	69,902		72,413		66,325		66,325		60,794		60,794		269,434	
Major Equipment														
Telephone System														
Information Technology Equipment														
Vehicle (\$)														
Photocopy Equipment														
Major Equipment														
Subcontracts														
Subcontracts	20,800		17,700		17,700		17,700		17,700		17,700		73,900	
Indirect Costs														
Indirect Costs	60,793		62,415		63,255		63,255		64,223		64,223		250,686	
TOTAL COSTS	658,104		672,656		674,408		674,408		677,913		677,913		2,683,081	

Exhibit B, Attachment II A2
Detail Worksheet

Position Title	Year 1 10/1/2016 - 9/30/2016				Year 2 10/1/2016 - 9/30/2017				Year 3 10/1/2017 - 9/30/2018				Year 4 10/1/2018 - 9/30/2019				Totals Adj.	Totals Amendment A02	
	Exhibit A SOW 6.A Attach 1	Current Base Annual Salary Minimum A02	Current Base Annual Salary Maximum Amendment A02	Current Base Annual Salary Amendment A02	FTE	Budget Amend A02	Budget Adj.	FTE Amend A02	Budget Amend A02	Budget Adj.	FTE	Budget Amend A02	Budget Adj.	FTE Amend A02	Budget Amend A02	Budget Adj.			
WC Director	1-18, 20-22	70,589	74,561	86,663	1.00	78,355	86,663	1.00	86,663	86,663	1.00	86,663	86,663	1.00	86,663	86,663	338,354	-	338,354
WC Nutritionist	1-8, 12, 15	64,250	67,501	78,536	0.75	50,674	55,484	0.75	57,443	57,443	0.75	57,443	57,443	0.75	57,443	57,443	221,048	-	221,048
Senior WC Nutrition Assistant	1-4, 5-7	38,631	40,595	47,160	1.00	38,824	42,248	1.00	44,389	44,389	1.00	44,389	44,389	1.00	44,389	44,389	170,850	-	170,850
WC Nutrition Assistant ①	1-9, 12	34,963	40,595	42,863	0.40	18,320	18,320	0.40	18,320	18,320	0.40	18,320	18,320	0.40	18,320	18,320	73,260	-	73,260
WC Nutrition Assistant / Peer Counselor	1-9, 12	34,963	36,732	42,863	1.00	32,621	35,319	1.00	35,319	35,319	1.00	35,319	35,319	1.00	35,319	35,319	143,897	-	143,897
WC Nutrition Assistant ①	1-9, 12	31,644	33,245	38,631	1.00	31,001	33,528	1.00	33,528	33,528	1.00	33,528	33,528	1.00	33,528	33,528	135,078	-	135,078
Peer Counselor	8, 12	28,640	33,245	34,863	1.40	45,164	42,566	1.40	42,566	42,566	1.40	42,566	42,566	1.40	42,566	42,566	173,089	-	173,089
Program Manager	10/1/16, 11/16/17	91,831	95,477	112,107	0.01	8,315	2,079	0.01	2,079	2,079	0.01	2,079	2,079	0.01	2,079	2,079	11,627	-	11,627
Corrine ③	10/1/16, 11/16/17	91,831	95,477	112,107	0.01	8,315	2,079	0.01	2,079	2,079	0.01	2,079	2,079	0.01	2,079	2,079	11,627	-	11,627
Total Salaries and Wages						304,288	316,207		316,207	319,481		319,481	319,481		319,481	327,237	1,867,223		1,867,223
Fringe Benefits ④																			
Total Personnel						806,609	806,609		806,609	806,609		806,609	806,609		806,609	806,609	821,838		821,838
Operating Expenses																			
Minor Equipment ⑤	17, 18					7,200													
General Office Expenses ⑥	EXHIBIT 18-19					15,070													
Travel	7					3,000													
Travel	8					4,880													
Outreach	4, 9					1,000													
Media/Promotion	5					500													
Program Materials	8, 19					500													
Vehicles Maintenance ⑥	8, 19					500													
Audio/Visual (See Exhibit B Attachment III for breakdown) ⑦	11					38,772													
Total Operating Expenses						58,102	58,102		58,102	58,102		58,102	58,102		58,102	58,102	61,838		61,838
Major Equipment																			
Telephone System	17					13,000													
Information Technology Equipment	17, 18, 19, 21					7,800													
Photocopy Equipment	8, 17, 18					13,000													
Total Major Equipment						33,800	33,800		33,800	33,800		33,800	33,800		33,800	33,800	37,600		37,600
Subcontract ⑧																			
Provides Breadfeeding/Lincoln support services to participants	17, 18, 19, 21					20,800													
Provides Breadfeeding/Lincoln support services to participants	17, 18, 19, 21					7,200													
Total Indirect Costs						68,104	68,104		68,104	68,104		68,104	68,104		68,104	68,104	74,400		74,400
Total Costs						858,104.00	858,104.00		858,104.00	858,104.00		858,104.00	858,104.00		858,104.00	858,104.00	923,081.00		923,081.00
Revised Yr. 2 Budget						872,656.00	872,656.00		872,656.00	872,656.00		872,656.00	872,656.00		872,656.00	872,656.00	923,081.00		923,081.00
Yr. 2 - Budget Increase						14,552.00	14,552.00		14,552.00	14,552.00		14,552.00	14,552.00		14,552.00	14,552.00	0		0
Yr. 3 - Check/Balances						0	0		0	0		0	0		0	0	0		0
Revised Yr. 3 Budget						872,656.00	872,656.00		872,656.00	872,656.00		872,656.00	872,656.00		872,656.00	872,656.00	923,081.00		923,081.00
Yr. 3 - Budget Increase						14,552.00	14,552.00		14,552.00	14,552.00		14,552.00	14,552.00		14,552.00	14,552.00	0		0
Yr. 4 - Check/Balances						0	0		0	0		0	0		0	0	0		0
Revised Yr. 4 Budget						872,656.00	872,656.00		872,656.00	872,656.00		872,656.00	872,656.00		872,656.00	872,656.00	923,081.00		923,081.00
Yr. 4 - Budget Increase						14,552.00	14,552.00		14,552.00	14,552.00		14,552.00	14,552.00		14,552.00	14,552.00	0		0
Yr. 4 - Check/Balances						0	0		0	0		0	0		0	0	0		0

① Bilingual - Positions that receive bilingual pay will show a higher salary, justification will be kept on file with the original contract.
 ② Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary, justification and Union Contract will be kept on file with the original contract.
 ③ Overtime - is budgeted for up to a 3% increase for each year.
 ④ Fringe Benefits - Any fringe benefit years 1-4 that exceeds 50% will need a written justification.
 ⑤ General Office Expense - Effective this year, pursuant to new OMB rules, Minor Equipment, and General Office Expenses, will include Desks, Computers, Chairs, Tables, Modular furniture, Monitors and printers.
 ⑥ Vehicle Maintenance - maintenance over \$500 will need CDPH/WVC Division approval.
 ⑦ Facility Costs - include Rent, Janitorial, Security, Maintenance and Utilities.
 ⑧ Major Equipment - Refer to Exhibit D/F page 3, Paragraph 3 for instructions, Vehicle(s) will be used for Facility Site Visits, Conferences, Trainings, and Outreach. Unit cost must be \$5,000 or more.
 ⑨ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.