

## **WIC: Local Agency Nutrition Services**

### **1. GENERAL**

- 1.1 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.2 The contract amount shall not exceed the amount stated on the Budget Page, Attachment C, which is attached hereto and incorporated by reference as if fully set forth herein for the period of October 1, 2016 through September 30, 2017.
- 1.3 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of WIC and Nutrition Services  
Address: 930 Wildwood Drive, Jefferson City, MO 65109  
Phone: 573-751-6204  
Email: [WICOperations@health.mo.gov](mailto:WICOperations@health.mo.gov)

### **2. PURPOSE**

- 2.1 The Department of Health and Senior Services, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC / WIC Program / Department) was established to provide nutrition education and breastfeeding support, nutritious supplemental foods, and referrals to other health and social services at no cost to eligible persons.
- 2.2 The WIC Program serves as an adjunct to good health care during critical times of human growth and development, to prevent health problems and improve the health of those served.
- 2.3 The purpose of this contract is to allow the Department to provide funds to support the delivery of the food, nutrition education, breastfeeding support, and health referral services and benefits of the WIC Program to eligible participants through qualified community agencies (Contractors), such as local public health agencies.
- 2.4 The terms of this contract are derived from the language set forth in 7 C.F.R. Part 246 located at: <http://www.fns.usda.gov/sites/default/files/wic/WICRegulations-7CFR246.pdf>. The Contractor shall familiarize itself with these regulations and shall abide by their applicable parts. The Contractor shall abide by the requirements set forth in the current Missouri WIC Operations Manual (WOM) and its updates, which are

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available at: <http://health.mo.gov/living/families/wic/wiclwp/wom/> and is incorporated by reference as though fully set forth herein.

#### **3. CERTIFICATION DELIVERABLES**

- 3.1 The Contractor shall process all WIC applications within the timeframes set forth in 7 CFR 246.7(b)(5) and 246.7(f)(2), as defined in WOM Policy 3.01700.
- 3.2 The Contractor shall provide services to all WIC applicants based on the participant priority system defined in WOM Policy 2.03200.
- 3.3 The Contractor shall not establish a waiting list without prior approval of the Department. When the Department approves a waiting list, the Contractor must establish and manage the waiting list.
- 3.4 The Contractor shall certify applicants for the WIC Program, which includes, but is not limited to:
  - 3.4.1 Requiring that the applicant be physically present at the time eligibility for the WIC Program is determined, with limited exceptions set forth in WOM Policy 2.02700.
  - 3.4.2 Requiring the applicant's proof of identification, residency and income;
  - 3.4.3 Accurately assessing the income to determine income eligibility status according to WOM Policy 3.01200;
  - 3.4.4 Assessing the applicant for medical and nutritional risks to determine WIC Program eligibility status, using WIC Program standards and risk factors issued by the Department in effect at that time;
  - 3.4.5 Providing notification of ineligibility at the end of the interview process if the applicant does not meet income guidelines and/or risk criteria;
  - 3.4.6 Providing the applicant an explanation, as defined in WOM Policy 2.03200 and 2.0600 of the following:
    - a. Risk factors for which the applicant is qualified,
    - b. The collaborative aspect of the WIC program created through referrals to other health/social services,
    - c. The food package and its nutrient value, for which the applicant will receive,
    - d. Nutrition and breastfeeding education contact requirements,

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- e. Applicant's rights and responsibilities as a participant in the WIC Program, and
  - f. Purposes and procedures of the WIC Program.
- 3.4.7 Updating participant records in the Missouri WIC Information Network System (MOWINS) as necessary, including making changes, corrections, terminations, and reinstatements.
- 3.5 The Contractor shall use the Department's designated electronic nutrition assessments in MOWINS to determine the WIC participant's nutritional risk(s) and counsel participants according to United States Department of Agriculture (USDA) Nutrition Services Standards located <https://wicnss.fns.usda.gov/>.
- 3.6 The Contractor shall document in MOWINS all participant-centered nutrition and health goals as established between the Contractor and participant and ensure appropriate documented follow-up occurs within the required timeframe.
- 3.7 The Contractor shall have a plan in place to maintain separation of duties and to prevent a conflict of interest during the certification process as outlined in WOM Policy 1.07000.
- 3.7.1 The same employee should not determine eligibility and also issue food instruments (FI), Cash Value Vouchers/Benefits (CVV/Bs) or supplemental foods.
- 3.7.2 The Contractor shall ensure that WIC employees are not providing WIC services to themselves, their relatives and/or their close friends.
- 3.7.3 The Contractor must provide an alternate process to address the following when only one (1) employee is in the Contractor's WIC office:
- a. Conflict of Interest
  - b. Separation of Duties
- 4. FOOD PACKAGE ISSUANCE DELIVERABLES**
- 4.1 The Contractor shall issue food packages in compliance with the WOM Policies 1.07000, 2.06950 – 2.08500, 3.0145, and 3.0400 - 3.06400.
- 4.2 The Contractor shall ensure: 1) that they issue every participant determined eligible for the WIC Program the appropriate food package pursuant to WOM Policy 2.06600, and 2.06950 – 2.08500; and 2) that they provide the participants FI for the food package on the same day the applicant is determined eligible.

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- 4.3 Formula shall not routinely be provided to breastfeeding mothers before their infant is one (1) month of age.
- 4.4 The Contractor shall follow-up with WIC eligible individuals with metabolic disorders who require special medical foods to ensure the individual receives those foods through their private insurance, or through the Metabolic Formula Program as the primary source, if applicable.
- 4.5 The Contractor shall have a plan in place to ensure a Competent Professional Authority (CPA) staff is available at all times for approval and issuance of tailored food packages, special formulas and medical foods.

### **5. FOOD INSTRUMENT ISSUANCE, ACCOUNTABILITY AND SECURITY DELIVERABLES**

- 5.1 The Contractor shall provide FIs in compliance with the WOM as outlined in the Food Instrument Accountability Section which includes the following, but is not limited to:
  - 5.1.1 Ensuring proper FI printing, issuance, and recording of disposition to include receipt by participants, guardians, or their authorized proxies;
  - 5.1.2 Ensuring FIs are issued only to participants in a current period of eligibility, with a current WIC system certification record, and ensuring issuance of only one food package to match the current status of the participant, for each month of eligibility; and
  - 5.1.3 Ensuring that instructions are given to participants, guardian(s), or authorized proxies of participants on the proper use of the FIs.
- 5.2 The Contractor shall be accountable and liable for all FIs in the Contractor's and/or subcontractor's possession from the time FIs are created through the data system to issuance to the participant or other final non-issued disposition.
  - 5.2.1 The Contractor is responsible for issuing and maintaining support documentation in accordance with WOM Policy 3.04000.
  - 5.2.2 The Contractor shall, upon request, reimburse the Department from non-WIC funds for improperly issued FIs.

### **6. NUTRITION EDUCATION, BREASTFEEDING EDUCATION AND PROMOTION AND SUPPORT SERVICES DELIVERABLES**

- 6.1 The Contractor shall provide to participants nutrition education, breastfeeding education, promotion and support services. These services includes, but are not limited to:

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- 6.1.1 Making available a minimum of two (2) nutrition education contacts during each six (6) month period to every adult participant and to every parent/guardian of an infant or child. The contacts must be provided on two (2) different dates as outlined in WOM Policy 2.06400.
- 6.1.2 Developing and documenting participant-centered nutrition and/or health goals with every participant;
- 6.1.3 Conducting follow-up with the participant on their health and/or nutrition goal and documenting goal follow-up within the current certification period;
- 6.1.4 Providing participant-centered nutrition education contacts that are designed to be easily understood; that bear a practical relationship to the participant's risk factors, nutritional needs, and cultural preferences; that emphasize the relationships between proper nutrition and good health; and that assist the participant in achieving positive changes in food selection and physical activity habits;
- 6.1.5 Conducting Nutrition Education follow-up for approved nutrition education methods to include but are not limited to: individual, group, alternative (web-based [WICHealth.org], self-paced lessons, telephone, e-mail) and Tele-Nutritionist.
  - a. Document all Nutrition Education follow-up in MOWINS.
- 6.1.6 Ensuring that the Contractor does not deny participants supplemental foods for failure to participate in nutrition education;
- 6.1.7 Educating, supporting, and encouraging women to initiate and continue to breastfeed;
- 6.1.8 Providing substance abuse information at each certification, mid-certification, recertification, and referrals as appropriate to participants;
- 6.1.9 Providing a nutrition education counseling session and an exit brochure to all women participants who will be terminated from the WIC Program;
- 6.1.10 Documenting each nutrition and breastfeeding education contact by recording appropriate nutrition education topics provided, contact appointments missed or refused, follow-up on health/nutrition goal; and
- 6.1.11 Ensuring that nutrition and breastfeeding education materials are reviewed with participants and are consistent with current standards of professional practice, and are appropriate for use with the target audience pursuant to WOM Policies 2.06000 - 2.06500 and 6.05000.

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### **7. CLINIC ENVIRONMENT, ACCESSIBILITY OF SERVICES, CUSTOMER SERVICE DELIVERABLES**

- 7.1 The Contractor shall ensure that clinic locations and hours are available that minimize time away from work for employed applicants and parent(s) or guardian(s) of participants, and minimize travel time and distance for applicants and parent(s) or guardian(s).
- 7.2 The Contractor shall establish and maintain an environment that supports and encourages women to initiate and continue breastfeeding.
- 7.3 The Contractor shall ensure accessibility of WIC services to any eligible person including migrant farm workers and their families; Native American Indians; and homeless individuals.
- 7.4 The Contractor shall ensure WIC services are available in their service area by:
- 7.4.1 Notifying the Department in writing at least sixty (60) days prior to opening, relocating, changing hours or days of operation, or closing a clinic site, satellite facility or hospital certification site. This is done by completing an Impact Analysis Template - (WIC 34) located at <http://health.mo.gov/living/families/wic/wiclwp/forms.php>- (Administrative forms) and sending it to the Department's assigned technical assistance staff for approval. The assigned technical assistance staff can be found at <http://health.mo.gov/living/families/wic/wiclwp/pdf/TAMap.pdf>.
- 7.4.2 The Contractor shall ensure that continuity of WIC services is addressed in their local agency Emergency Response/Disaster Preparedness Plan (ERDP) pursuant to WOM Policy 3.00500.
- 7.5 The Contractor shall provide voter registration services and assure that services are made available in compliance with the National Voter Registration Act of 1993.
- 7.6 The Contractor shall prohibit smoking on the premises used to carry out the WIC Program, including near clinic entrances used by WIC participants.
- 7.7 The Contractor shall promote and enforce a drug free work environment.
- 7.8 The Contractor shall identify, in a highly visible manner, where WIC Program services are located at each Contractor's site. The Contractor shall identify where WIC Program Services are located at each Contractor's site through the use of signage or other means to direct WIC participants to the clinic.

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7.9 The Contractor shall have a written procedure for handling participant complaints and grievances. The grievance procedure must be approved by the Department as part of the Local Agency Plan (LAP). The Contractor shall ensure all of its staff follows the approved grievance procedure as outlined in WOM Policy 1.05700, 7 CFR 246.8, and FNS Instruction 113-1.

7.10 The Contractor shall ensure that its WIC staff does not share individual user identification and/or passwords to the data system. The Department will assess penalties to the Contractor according to WOM Policy 3.01400 when it discovers the sharing of individual user identification or passwords.

### **8. CLINIC MANAGEMENT, COORDINATION DELIVERABLES**

8.1 The Contractor shall provide to all WIC Program applicants, proxies, participants, and guardians information about and referrals to available health and social services specific to their needs, including, but not limited to, written information on MO HealthNet (formerly Medicaid) and brochures regarding newborn screening.

8.2 The Contractor shall 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 through referrals. Such services include, but are not limited to, screening of immunization status, blood lead level, MO HealthNet or MO HealthNet Managed Care, and substance abuse education.

8.3 A Contractor that is a public or private health service agency without ongoing routine pediatric and obstetric care shall have a written agreement in place with a health agency that provides those services.

8.3.1 The written agreement shall outline all WIC-related responsibilities of each agency as outlined in 7 CFR 246.5(d). The Department shall approve the signed agreement as part of the LAP and shall be kept on file at both the Department and the respective contractor.

8.3.2 WIC Program funds shall not be used to reimburse the other health agency or private physician for pediatric and obstetric care services provided.

### **9. ASSESSMENT, PLANNING, AND EVALUATION**

9.1 The Contractor shall, at least annually, assess the needs of its WIC participants and potential WIC participants using MOWINS tool(s) and use such assessments to improve the effectiveness of local service provision and to modify local operations to meet the needs of WIC participants, as appropriate within the allowances and

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guidelines and state policies as set forth in WOM Policy 1.05550 and 7 CFR 246.19(b)(6).

- 9.2 The Contractor shall develop a LAP for WIC services. The Contractor shall evaluate the LAP throughout the contract period.
- 9.2.1 The Contractor shall submit the LAP to the Department by the 1<sup>st</sup> of September of the current contract period if the Contractor wishes to continue to provide WIC services for the following contract period.
- a. The Contractor's failure to submit the LAP to the Department by the due date may cause delays of Department's approval and issuance of a new contract.
  - b. The Contractor shall set their priorities by writing goals, objectives, and strategies in their approved LAP.
- 9.2.2 The Contractor shall have a written plan for outreach appropriate to the local area and population. The plan shall include, but not be limited to:
- a. An active outreach referral network with agencies or organizations which serve similar populations which are potentially eligible; and
  - b. Activities targeting potentially high-risk individuals, and who are most in need of benefits, with emphasis on reaching and enrolling eligible migrants and Missouri women in the early months of pregnancy.
- 9.3 The Contractor shall, at least monthly during the contract period, follow up on no-show applicants and participants, reschedule missed appointments, and provide adequate and appropriate notice of upcoming appointments.
- 9.4 The Contractor shall attempt to contact any prenatal applicant who misses her initial appointment to determine WIC eligibility and shall document such contacts.
- 9.5 The Contractor shall publicly announce the availability of WIC Program benefits in the first quarter of each contract period, and when significant WIC Program changes have occurred which affect the local population and local participants.

## **10. STAFFING DELIVERABLES**

- 10.1 The Contractor shall ensure all staff is performing within their scope of practice.
- 10.2 The Contractor's staff may serve more than one staff role as long as it is clear which individual staff person fulfills each role. These staff roles shall include:

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- 10.2.1 A WIC Coordinator who is responsible for coordinating and ensuring that the local agency's WIC Program is managed in the most effective and efficient manner possible. ER# 1.01250; 2008 7CFR 246.3(f). 246.4(a)((26) & 246.6(b).
- 10.2.2 A Nutrition Coordinator who is a qualified nutritionist who is responsible for coordinating nutrition services as defined in WOM Policy 2.01450 and 7 CFR 246.11(d);
- 10.2.3 A Breastfeeding Coordinator;
  - a. The Contractor is required to employ or contract with a qualified person who has knowledge and experience to support, develop and implement all breastfeeding services.
- 10.2.4 A Qualified Nutritionist as defined in WOM Policy 2.01400 and 7 CFR 246.11(d), 246.2 and 246.4(a);
  - a. The Contractor is required to have a qualified nutritionist who will provide participant-centered nutrition education and counseling to high-risk participants and oversee the nutrition education aspect of the program.
- 10.2.5 A Retailer Contact Person;
- 10.2.6 A Competent Professional Authority (CPA);
- 10.2.7 A National Voter Registration Act (NVRA) Liaison; and
- 10.2.8 A Lead Skills Validator who shall be a CPA.
- 10.3 The Contractor may employ the following staff to assist with the WIC certification process:
  - 10.3.1 WIC Certifiers;
  - 10.3.2 A Registered Dietitian (RD) who must be licensed to practice dietetics in Missouri;
  - 10.3.3 Health Professional Assistants (HPAs); and
  - 10.3.4 Administrative/Clerical staff.

### **11. TRAINING AND TECHNICAL ASSISTANCE DELIVERABLES**

- 11.1 The Contractor shall ensure that the Contractor's staff (and subcontractor's staff, if applicable), who are performing WIC services have successfully completed all training required by the Department according to Missouri WOM policy 1.01550.

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- 11.1.1 The Contractor shall ensure that any staff/volunteers that perform specific WIC functions or duties are appropriately trained using resources from the Department listed in WOM Policy 1.01550 and are supervised for the function they are performing.
- 11.1.2 The Contractor shall ensure all its WIC staff has internet services to access e-Learning courses found at <http://health.mo.gov/living/families/wic/wictraining/programmanagement.php#gov>.
- 11.1.3 The Contractor shall ensure that its WIC staff completes required training provided by the Department for all staff roles and responsibilities and document all training completed as described in 7 CFR 246.11(c) and WOM Policy 1.01550.
- 11.1.4 The Contractor shall accept training on WIC procedures from the Department or its designee when required or deemed appropriate by the Department.
- 11.1.5 The Contractor shall require its WIC Coordinator or designee to document and maintain training records for all staff for audit purposes.
- 11.1.6 The Contractor shall pay for all WIC-allowable expenses incurred by Contractor personnel attending any State-WIC-approved training in any location. WOM Policy 1.03700 Conference and Training describes allowable training and costs.
- 11.2 The Contractor shall accept technical assistance and/or training from the Department when the Department finds non-compliance or deficiencies in components of WIC Program policies and procedures as the Department determines necessary.
  - 11.2.1 The Contractor's staff may be required to attend training or refresher training as deemed necessary by the Department.
  - 11.2.2 The Contractor may request technical assistance at any time from their assigned Department WIC technical assistance staff.
- 11.3 The Contractor shall ensure compliance with 7 CFR 246.8 in all aspects of their WIC Program operations.
  - 11.3.1 The training shall include all the basic requirements in 7 CFR 246.8 and the FNS 113-1 Civil Rights Instruction, which can be found at <http://www.fns.usda.gov/sites/default/files/113-1.pdf>.
- 11.4 Pursuant to WOM Policies 1.01550 and 3.01400, the Contractor shall require designated staff to complete the following WIC trainings annually: Data Security; Immunizations; Breastfeeding Promotion and Support; Civil Rights; and National Voter

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Registration Act. A list of required annual training can be found at <http://health.mo.gov/living/families/wic/wictraining/lwpannualtraining.php>.

- 11.5 The Contractor shall use designated training funding for approved expenses for either required WIC training or training approved by WIC.
- 11.5.1 Allowable training expenses include expenses for travel to and from training, staff time to attend training, lodging, parking fees, and meals.
- 11.5.2 Training for nutrition education and breastfeeding promotion and support shall be documented for each employee on the WIC Staff Training Record, which can be found at <http://health.mo.gov/living/families/wic/wictraining/lwpnewemployeetraining.php>.

## **12. REPORTS**

- 12.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment D, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve (12) months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve (12) months, the Contractor shall submit this report annually and at the time the final invoice is due.

## **13. BUDGET AND ALLOWABLE COSTS**

- 13.1 The Department will reimburse the Contractor for necessary and allowable costs incurred specifically for the proper and efficient performance of the contract consistent with the WOM. The Contractor should refer to the Funding Accountability Section of the WOM for guidance on what is considered necessary and allowable costs.
  - 13.1.1 To provide WIC services, the Contractor shall submit a budget through the LAP process to obtain the Department's written approval. The Department shall not reimburse the Contractor for any costs incurred prior to the contract period and not approved by the Department.
  - 13.1.2 The Contractor shall define in the LAP budget the components of operational costs that are related to nutrition education and breastfeeding promotion and support. At a minimum, one sixth (1/6<sup>th</sup>) of the Contractor's funds received and documented under this contract must be spent on nutrition education and breastfeeding promotion and support.
  - 13.1.3 The Contractor shall designate staff time by category in the LAP budget.

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- 13.1.4 The Contractor shall use the funds for activities and materials as budgeted and approved by the Department in accordance with the contractor's approved LAP. This applies to all caseload and special funding projects as stated on the attached Budget Page (Attachment C). The Contractor shall request changes among budgeted categories using the online Budget Adjustment form and obtain approval prior to expending funds.
- 13.2 Caseload:
- 13.2.1 Caseload participation is defined as the number of program participants served in a month. The Department reserves the right to reallocate funds based on the Contractor's cumulative caseload participation counts captured and documented in MOWINS.
- 13.3 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment C. The contract amount will be based on the number of participants provided service during the twelve month period, counted from April 1 through March 31 beginning the previous year.
- a. The Department may increase the contract amount based on an increase in the Contractor's projected annualized caseload participation during the Department's six month review of the contract. An increase in the contract amount will only be considered if:
    1. Additional funds are available.
    2. The Contractor's percentage of participants served is more than two percent (2%) over the contract starting caseload participation amount.
    3. The increase shall be the net amount served above two percent (2%) over the contract starting caseload participation amount.
    4. The Contractor requests an increase in writing through its assigned technical assistance team by close of business May 3<sup>rd</sup> of the current contract period.
  - b. In the event of a natural disaster or other circumstances that cause an increase in caseload to occur, the Department reserves the right to adjust the contract amount upon the request of the Contractor.
  - c. The Department will notify the Contractor of any increase in the caseload participation.

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- 13.3.1 The contract amount for caseload participation and any special projects funds is based on availability of federal funds, which is subject to change. The Department will provide thirty (30) days written notice to the Contractor prior to an effective change.
- 13.4 Allowable costs for this contract include personnel compensation and benefits, contract services, conference and training, travel, equipment, nutrition education materials, administrative office costs, computer hardware, medical materials, stipend, facility costs.
- 13.5 The Contractor shall maintain a complete, accurate, documented, and current accounting of all contract funds received and expended. The Contractor shall comply with a state WIC office request for documentation of contract funds received and expended within fifteen (15) working days of the date of the request.
- 13.6 The Contractor shall document and report when non-WIC Program funds are used to meet the requirements of this contract or to provide services. These funds must be for allowable expenses and shall be included in the LAP budget and reported in the monthly billing as in-kind.
- 13.7 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.
- 13.8 The Contractor shall follow competitive procurement practices.

### **14. INVOICING AND PAYMENT**

- 14.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.
  - 14.1.1 A copy of the Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:  
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
  - 14.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 14.2 The Contractor shall submit invoices monthly. Invoices shall be due by the tenth (10<sup>th</sup>) day of the month following the month in which the Contractor provided services under

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- the contract. The Contractor shall perform the services prior to invoicing the Department.
- 14.2.1 An exception to this requirement is the June invoice. The Department will notify the Contractor in advance of the June submission date, which will be coordinated with the end of the state fiscal year. All documentation shall remain on file at the Contractor's facility.
  - 14.2.2 Each monthly invoice shall be submitted via the online WIC invoicing application.
  - 14.2.3 The Contractor shall be reimbursed not greater than forty percent (40%) of their caseload-based assigned amount in the 1st quarter, sixty-five percent (65%) in the 2nd quarter and ninety percent (90%) in the 3rd quarter, with the remainder billed in the 4th quarter.
  - 14.2.4 The Contractor shall define on each invoice, the components of operational costs that are related to nutrition education and breastfeeding promotion and support.
  - 14.2.5 The Contractor shall designate staff time by category on the reimbursement request.
  - 14.3 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
  - 14.4 The Contractor shall submit the final invoice by no later than December 12, 2017. The Department shall have no obligation to pay any invoice submitted after the due date.
  - 14.5 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
  - 14.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
  - 14.7 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
  - 14.8 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check made payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.

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- 14.8.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services  
Division of Administration, Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

- 14.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.

## **15. AMENDMENTS**

- 15.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

## **16. MONITORING**

- 16.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 16.2 The Contractor agrees to on-site monitoring from the Department to assess contract compliance.
- 16.3 The Contractor shall prepare a local agency Corrective Action Plan (CAP) in response to Department on-site monitoring findings that will be provided in writing by the Department. The Contractor shall provide the CAP within the timeframe requested and it must be approved by the Department pursuant to WOM Policy 1.05500.
- 16.4 The Contractor shall complete and submit a CAP Progress Report to document the status of the CAP within the timeframe requested, which must be approved by the Department.
- 16.5 The Contractor shall comply with any written request for a self-monitor report within the timeframe requested by the Department.
- 16.6 When the Department determines through patterns of repeated findings, consultations, or desk audits that the Contractor has failed to demonstrate efficient and effective

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administration of the WIC Program, or to comply with other requirements contained in this contract, the Department may withhold up to one hundred percent (100%) of the contract funds. Upon correction of the deficiency by the Contractor, the Department may provide the withheld funds to the Contractor.

- 16.7 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 16.8 The Department has the right to disqualify the Contractor when, through a review, the Department determines the Contractor has failed to meet the terms of the contract or when the Contractor has failed to meet the needs of the service area. The Contractor will have the right to an administrative appeal of the Department's decision pursuant to the procedures outlined in WOM Policy 1.05800.
- 16.9 The Department has the right to penalize or fine the Contractor up to ten thousand dollars (\$10,000) for the misuse or illegal use of WIC Program funds, property, or assets as set forth in 7 C.F.R. 246.23 (d).
- 16.10 The Contractor shall investigate and document alleged or suspected participant, authorized representative and/or alternate authorized representative violations and take appropriate action.
- 16.11 The Contractor shall be responsible for the monitoring of any subcontractors for compliance with contract guidelines.

### **17. DOCUMENT RETENTION**

- 17.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 17.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

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- 17.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 17.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 17.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.
- 17.6 The Contractor shall have available for review, audit and evaluation all criteria used for certification, including information on the geographic areas served, verification of income standards used and specific criteria used to determine nutritional risk, nutrition education, high risk care plans, and special formula issuance.

### **18. CONFIDENTIALITY**

- 18.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 18.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

### **19. LIABILITY**

- 19.1 The relationship of the Contractor to the Department shall be that of an independent Contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers

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compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 19.2 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

## **20. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

- 20.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 20.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
- 20.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 20.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

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20.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

### **21. EQUIPMENT/SOFTWARE**

21.1 The Contractor shall maintain an inventory list of all equipment, resources, and software purchased with WIC funds, either by the Contractor or by the Department and provided to the Contractor. All equipment, resources, and software purchased with WIC funds, both by the Contractor and purchased by the Department and provided to the Contractor, belong to the Department and must be returned to the Department if WIC services are no longer provided by the Contractor. This inventory list must include, but is not limited to:

- a. Multi-user hospital grade electronic breast pumps.
- b. Items having a value of \$500.00 or higher and sensitive items.
- c. Items having a useful life of two years or more.

21.2 The Contractor shall be responsible for ensuring that the equipment, resources, and software it purchases with WIC Program funds, or that was purchased by the Department and provided to the Contractor for use in its or a subcontractor's facility, if applicable, are available to conduct WIC Program services. All equipment, resources, and software used for the WIC program shall meet Department requirements and comply with Department specifications, be properly maintained and repaired as needed, and kept secure from theft or vandalism.

- a. The Contractor shall contact the Department for instructions prior to disposing of equipment that has a WIC inventory tag and was placed for use in the Contractor's facility or purchased with WIC funds.
- b. The Contractor shall maintain and make available a filing system for Department Non-Expendable Property Transfer/Reassignment forms (form # DH-60) in order to ensure accountability of equipment disposal.

21.3 The Contractor shall ensure extended administrative privileges to Department staff to access all computers purchased with WIC funds, or purchased by the Department and on loan to the Contractor, to be able install software necessary to conduct WIC business. The administrative privileges shall include having a designated local profile with administrative rights for State Information Technology Services Division (ITSD)

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staff on all WIC computers. This will enable State staff to repair and maintain WIC computers without delay.

- a. If the Contractor's information technology (IT) management and support, or Contractor's management, does not allow the Department's ITSD staff to have access and administrative rights to WIC computers, the local IT support will be responsible for the installation and repair of WIC computers and the associated cost.
- b. The Contractor shall have current anti-virus and anti-spy ware software installed and operating on every computer connected to the state network or used for WIC business. The Contractor shall regularly update the anti-virus and anti-spy ware software for network security.

21.4 The Contractor shall respond to Department requests for inventory verification of equipment and software within fourteen (14) calendar days of the date of the request. Failure to comply will result in the Department withholding the Contractor's monthly reimbursements until compliance is complete.

21.5 The Contractor shall use information technology for authorized purposes as set forth in WOM Policy 3.01400.

## **22. COMMUNICATIONS/RECORD-KEEPING**

22.1 The Department will provide updates to the WOM when the updates become effective and shall be shared with all WIC staff. The Contractor is responsible for ensuring all staff use current policies and guidance.

22.2 The Contractor shall be responsible for ensuring that its entire WIC staff receives information sent from the Department regarding the WIC Program. The Contractor may obtain such information electronically via email or online, available on the Department web site at <http://health.mo.gov/living/families/wic/wicupdates/index.php> or via hard copy by mail. The Department may require the Contractor to provide written acknowledgement for receipt of policy changes and commodity deliveries. The Department will notify the Contractor when written acknowledgement of receipt is required.

- a. The Contractor shall ensure that its WIC Coordinator and the Nutrition Coordinator have unique Department-provided or Contractor-provided email addresses if those roles are filled by separate persons. The Contractor cannot use unsecure email addresses to transmit confidential information.

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22.3 As stated in WOM Policy 1.05700, the Contractor shall collect and report racial and ethnic data with regards to applicants, participants, and potentially eligible populations through the electronic data system provided by the State.

#### **23. AUTHORIZED PERSONNEL**

23.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.

23.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

23.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

23.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the

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employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- 23.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 23.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 23.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 23.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

### **24. TERMINATION**

- 24.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:
  - 24.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
  - 24.1.2 A change in federal or state law relevant to this contract occurs; or
  - 24.1.3 A material change of the parties to the contract occurs; or
  - 24.1.4 By request of the Contractor.
- 24.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
  - 24.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.

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- 24.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 24.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

### **25. SUBCONTRACTING**

- 25.1 Any subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 25.2 Pursuant to subsection 1 of section 285.530, RSMo no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the Contractor and subcontractor affirmatively states that:

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- 25.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
- 25.2.2 Shall not henceforth be in such violation and
- 25.2.3 The Contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 25.3 The Contractor shall be responsible for ensuring that any subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 25.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.