



NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION  
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT BOARD OF DIRECTORS  
Wednesday, December 4, 2019

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX  
BOARD OF SUPERVISORS HEARING ROOM  
135 N. PINAL STREET  
FLORENCE, AZ 85132

---

PLEDGE OF ALLEGIANCE - INVOCATION  
BUSINESS BEFORE THE BOARD  
(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

- \* A. Discussion/approval/disapproval of Minutes from September 4, 2019 Board of Directors Public Health Services District meeting. (Natasha Kennedy)
- \* B. Discussion/approval/disapproval of Independent Contractor Agreement with St. Mary's Food Bank Alliance for the Commodity Supplemental Food Program (CSFP). The term of this agreement will be July 1, 2019 to December 31, 2020. The total contract amount is not to exceed \$22,133. (Shauna McIsaac/Leo Lew)

- (2) Discussion/approval/disapproval of the creation of 2 Breastfeeding Peer Counselor positions and 1 Breastfeeding Peer Counselor Supervisor position related to the WIC & BFPC IGA. The job descriptions and market study of the new proposed positions were not finalized at the time the IGA was previously approved by the Board of Directors at the 8/23/19 Public Health Services District meeting. Approval of this item authorizes Human Resources to create the new grant funded positions and assign them to the BFPC business unit/cost center (3592800). (Shauna McIsaac/Leo Lew)

ADJOURNMENT

**(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE BOARD OF SUPERVISORS' OFFICE)**

The Board may go into executive session for purposes of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).



AGENDA ITEM

December 4, 2019 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

---

**REQUESTED BY:**

**Funds #:**

**Dept. #:**

**Dept. Name:** Clerk of the Board

**Director:** Natasha Kennedy

---

**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of Minutes from September 4, 2019 Board of Directors Public Health Services District meeting. (Natasha Kennedy)

---

**BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:**

---

**BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:**

---

**MOTION:**

Approve as presented.

---

History		
Time	Who	Approval
11/21/2019 11:58 AM	Clerk of the Board	Yes

---

**ATTACHMENTS:**

Click to download

☐ [2019 09.04 Health Minutes](#)



**PINAL COUNTY**  
WIDE OPEN OPPORTUNITY

**PINAL COUNTY PUBLIC HEALTH SERVICES  
BOARD OF DIRECTORS  
MEETING MINUTES  
Wednesday, September 4, 2019  
10:54 a.m.**

**BOARD OF DIRECTORS**

**Chairman Mike Goodman**  
Director, District 2

**Vice-Chairman Stephen Q. Miller**  
Director, District 3

**Pete Rios**  
Director, District 1

**Anthony Smith**  
Director, District 4

**Todd House**  
Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX  
BOARD OF SUPERVISORS HEARING ROOM  
135 N. PINAL STREET  
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:

<http://agendasearch.pinalcountyz.gov/MeetingView.aspx?MeetingID=1270>

and a Video Recording of this meeting can be viewed at:

<http://pinalcountyz.swagit.com/play/09042019-1497>

The Pinal County Public Health Board of Directors convened at 10:54 a.m. this date. The meeting was called to order by Chairman Goodman.

**Members Present:** Chairman Mike Goodman; Vice-Chairman Stephen Q. Miller; Director Pete Rios

**Members Absent:** Director Anthony Smith; Director Todd House

**Staff Present:** County Manager, Louis Andersen; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Diane Gardner.

- (1) **CONSENT ITEMS: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.**

Chairman Goodman asked if there were any requests from a Board member, staff or the audience to remove a consent agenda item for discussion. There were none.

Item Result: Approved

Motion Made By: Director Rios

Seconded By: Director Miller

To approve consent agenda items A through C as presented. Motion carried by the following vote:

AYES: Rios, Goodman, Miller, Smith, House (3)

ABSENT: Smith, House (2)

- \* A. Discussion/approval/disapproval of Minutes from August 7, 2019 Board of Directors Public Health Services District meeting. (Natasha Kennedy)

- \* B. Discussion/approval/disapproval of Intergovernmental Agreement Contract #CTR045464 for Title X Family Planning & Reproductive Health Services. The term of this agreement is August 1, 2019 to March 31, 2020. The total amount of this agreement is \$61,000. This is a final agreement that will rescind and replace the original agreement that was mistakenly issued prematurely to Pinal County Health Services District and later approved during the August 7, 2019 Public Health Services District meeting. (Shauna McIsaac/Leo Lew)
- C. Discussion/approval/disapproval of IGA Amendment #2 to contract ADHS-CTR040850, with the Arizona Department of Health Services for WIC & BFPC services. The term of the amendment will be October 1, 2019 through September 30, 2020. The total amount of the amendment will not exceed \$1,541,306 for WIC and \$94,454 for BPCS. (Shauna McIsaac/Leo Lew)

**10:55 a.m.** – Chairman Goodman adjourned the Pinal County Public Health Services District Board of Directors meeting and convened the Pinal County Flood Control District meeting.

PINAL COUNTY  
PUBLIC HEALTH SERVICES DISTRICT  
BOARD OF DIRECTORS

---

Mike Goodman, Chairman of the Board

ATTEST:

---

Natasha Kennedy, Clerk of the Board

Minutes Prepared By:

---

Diane Gardner, Deputy Clerk of the Board

Approval of Minutes: December 4, 2019



AGENDA ITEM

December 4, 2019 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

---

**REQUESTED BY:**

**Funds #:**

**Dept. #:**

**Dept. Name:** Public Health

**Director:** Shauna McIsaac

---

**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of Independent Contractor Agreement with St. Mary's Food Bank Alliance for the Commodity Supplemental Food Program (CSFP). The term of this agreement will be July 1, 2019 to December 31, 2020. The total contract amount is not to exceed \$22,133. (Shauna McIsaac/Leo Lew)

---

**BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:**

This funding agreement is part of the annual Public Health Services District budget. There is no impact on the General Fund.

---

**BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:**

The Commodity Supplemental Food Program (CSFP) is a USDA nutrition program providing food commodities to low-income sixty years of age or older.

---

**MOTION:**

Approve as presented.

---

History		
Time	Who	Approval
11/20/2019 3:19 PM	Public Health/ME	Yes
11/21/2019 12:10 PM	Administrative Services	Yes
11/26/2019 12:13 PM	County Attorney	Yes
11/26/2019 12:15 PM	Clerk of the Board	Yes

---

---

**ATTACHMENTS:**

Click to download

☐ [CSFP agreement](#)

## INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the "Agreement") is made and entered into as of July 1, 2019, (the "Effective Date") between St. Mary's Food Bank Alliance, (the "Organization") and Pinal County Public Health, (the "Contractor"). The Organization requests the Contractor to perform services for it and may request the Contractor to perform other services in the future. The Parties therefore agree as follows:

### **1.0. Term and Termination.**

1.1. This Agreement takes effect July 1, 2019, and remains in full force and effect for eighteen months (the "Term"), unless earlier terminated.

The Term is expected to end on or around December 31, 2020, however, the Parties may end the Agreement if necessary with 30 days written notice (email is acceptable) to the other Party.

1.2. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

### **2.0. Contractor Services.**

2.1. During the Term, the Organization may engage the Contractor to provide the services described in Exhibit A - Scope of Work (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable).

2.2. Contractor shall cooperate with St. Mary's Food Bank Alliance to ensure that the work of the project will be prosecuted harmoniously, orderly, and in proper sequence without causing undue interference. Contractor shall become acquainted with the work and daily schedule of the Organization so that coordination of services are performed fairly for all clients.

2.3. St. Mary's Food Bank Alliance shall be the primary coordinator of the Work of the Project and, as such, shall be responsible for the general management of the Work and shall have full directing and coordinating authority over Contractor in matters concerned with enrollment, recertification, outreach and follow-up efforts.

2.4. The Contractor shall notify the Organization of any change(s) to the Contractor's operations schedule that could adversely affect this contract, whether known or unknown at the time of this Agreement, no later than one week prior to such change(s) or at the earliest available time.

2.5. In consideration for the services to be performed by Contractor, the Organization agrees to pay Contractor the total sum of up to \$22,133 for the scope of work to be performed. The Contractor shall submit monthly all supporting documentation for the month's expenses (invoices including itemized breakdown and timesheets for personnel), along with a summary sheet of the requested amount (to be

provided to Contractor). Monthly invoices must be received by the eleventh (11<sup>th</sup>) of each month (email is acceptable). The Organization shall remit payment to Contractor once the Organization receives the reimbursement from the Department of Economic Security (DES).

2.6. The Organization shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

2.7. The Contractor will carry standard levels of liability and vehicle insurance and name Organization as additional insured.

### **3.0. Independent Contractor Status.**

3.1. The Parties intend that the Contractor be engaged as an independent contractor of the Organization. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.

3.2. The Contractor will act as agent for, or on behalf of, the Organization, or to represent the Organization, as required to complete the services.

3.3. The Contractor will not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of the Organization.

### **4.0. Contract Administration and Operation.**

4.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

4.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

4.3. Notices. Notices to the Contractor required by this Contract shall be made by the Organization to the person indicated on the Contact Person of this agreement unless otherwise stated in the Contract. Notices to the Organization required by the Contract shall be made by the Contractor to the Contact Person indicated on this agreement, unless otherwise stated in the Contract. An authorized Organization representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

### **5.0. Confidential Information.**

5.1 Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, employee, agency partner and client information and any other information that the receiving Party reasonably should know is confidential ("Confidential Information") as confidential and protect the



Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.

5.2 Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

#### 6.0 Miscellaneous Provisions.

6.1 This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.

6.2 This Agreement is to be governed by and construed in accordance with the laws of the State of Arizona, without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of Arizona. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF ARIZONA.

The Parties are signing this Agreement on the date stated in the introductory clause.

**St. Mary's Food Bank Alliance.**

**Pinal County Public Health**

By: \_\_\_\_\_

Name: Marcos J. Gaucin

Title: Chief Programs Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

#### Contact Information:

St. Mary's Food Bank Alliance

Marcos J. Gaucin

Chief Programs Officer

(602) 343-3114

mjgaucin@firstfoodbank.org

#### Contact Information:

Pinal County Public Health

Merissa Mendoza

971 N. Jason Lopez Circle, Building D

Phoenix AZ 85132

520-866-7313

## EXHIBIT A

**PROGRAM REQUIREMENTS OF THE APPLICANT AGENCY:** The Applicant Agency (Distribution Site) agrees that for each site listed on the site sheet of the application, it shall use United States Department of Agriculture (USDA) CSFP commodities in accordance with USDA regulations contained in 7 CFR Parts 247, 250, 251, 253, and 254 and the Arizona Department of Economic Security (ADES) policies and procedures and shall conform to the following requirements:

1. Provide CSFP enrollment, recertification, outreach and follow-up to eligible individuals. Eligible individuals are low-income, with incomes at or below 130% of the Federal Poverty Level. No supporting documentation is required for income eligibility determination. Individuals receiving commodities will self-certify they meet the income guidelines, by signing their names on the CSFP Application for Benefits.
2. Current income guidelines **must** be posted where it is visible to individuals.
3. Ensure completion of the CSFP Application for Benefits by individuals interested in receiving commodities.
4. Length of residency or intent to remain in a geographic location must not be used as a criterion of eligibility.
5. Ensure that ability to make a financial donation is not a condition for receiving commodities. Donations cannot be solicited from individuals presenting to receive CSFP commodities.
6. Proof of household income shall not be required in order for a client to receive contract-related food. Income eligibility is a self-declaration by clients after reviewing posted current income eligibility guidelines. Clients shall not be denied CSFP food if they refuse to reveal any information that is not a requirement of CSFP (e.g. demographics).
7. If it is determined that Contractor is collecting client social security numbers and/or requiring verification of household income, this will be cause for the Organization to terminate the CSFP agreement immediately.
8. Maintain full and accurate record of operations under this agreement, and retain such records for a period of (5) years after the end of the federal fiscal year to which they pertain unless such records are part of an unresolved audit, which thereby extends the five (5) year period.
9. Maintain eligible participant files (active and inactive), ineligible participant files with reason for ineligibility and waiting lists, as applicable.
10. Collect and maintain program participant demographic information and complete all data elements required by CSFP regulations.
11. Provide each program participant with information about available health and social services that the participant may be eligible and make referrals as necessary.

12. Notify the Organization, in writing, within 15 days of any changes related to name or address change, hours of operation, or IRS determination status.

13. Make available to the Organization, the Arizona Department of Economic Security (ADES), the United States Department of Agriculture (USDA) or any other state entity or statutory authorized person conducting an inspection, review, or audit; accounts and records pertaining to operations under this agreement. Such records shall be produced at the office(s) designated by the applicable person conducting such inspection, review, or audit.

14. Comply with the requirements of all state and federal regulations regarding nondiscrimination. Specifically, the Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) (42 U.S.C.2000d et seq.) "Title VI"; Section 504 of the Rehabilitation Act of 1973 (P.L.93-112) (29U.S.C. 794); with the Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities; the Age Discrimination Act of 1975 (P.L.94-135) (42 U.S.C. 6101 et seq.), and all requirements imposed by the regulations of the USDA; United States Department of Justice Enforcement Guidelines; and Food and Consumer Service ("FCS") directives and guidelines to the effect that, no person in the United States shall, on the grounds of race, color, national origin, age, sex, handicap, or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the program applicant receives assistance from USDA: and hereby assurance that it will immediately take any measures necessary to effectuate this agreement.

15. All Food and Nutrition Service (FNS) assistance programs must include a public notification system. The purpose of this system is to inform applicants, participants, and potentially eligible persons of the program availability, program rights and responsibilities, the policy of nondiscrimination, and the procedure for filing a complaint.

16. Basic Elements of Public Notification. The public notification system must include the following three basic elements:

- a. Program Availability. Each State agency, local agency, or other sub-recipient that distributes program benefits and services must take specific action to inform applicants, participants, and potentially eligible persons of their program rights and responsibilities and the steps necessary for participation.
- b. Complaint Information. Applicants and participants must be advised at the service delivery point of their right to file a complaint, how to file a complaint, and the complaint procedures.
- c. Nondiscrimination Statement. All information materials and sources, including Web sites, used by FNS, State agencies, local agencies, or other sub-recipients to inform the public about FNS programs must contain a nondiscrimination statement. It is not required that the nondiscrimination statement be included on every page of the program information Website. At the minimum, the nondiscrimination statement, or a link to it, must be included on the home page of the program information.

17. Equal Opportunity Employer/Program • Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008; the Department prohibits discrimination services, activities, or employment based on race, color, religion, sex, national origin, age, disability, genetics and retaliation. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact 602-542-0303; TTY/TDD Services: 7-1-1. • Free language assistance for DES services is available upon request. “In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

a. If the material is too small to permit the full statement to be included, the material will at a minimum include the statement, in print size no smaller than the text that “This institution is an equal opportunity provider.”

18. Must have a posted Client Grievance Policy and maintain and report information on discrimination complaints to the Regional Food Bank if any, and their resolutions.

19. Food and Nutrition Services (FNS) requires civil rights training for people involved in all levels of the administration of programs that receive Federal financial assistance. Staff and all frontline volunteers, such as individuals who regularly interact with program applicants and participants or determine eligibility must receive full civil rights training on an annual basis as outlined in FNS Instruction 113-1, Section XI.

20. Post "Justice For All" posters on site directly next to where the commodities are distributed and, for religious organizations operating CSFP, provide an individual written notice of beneficiary protections, including the right to be referred to another organization, to all applicants at the time that they apply for CSFP benefits.

21. Follow the CSFP Policies and Procedures manual with regard to services provided.

No right or interest in this agreement shall be assigned or delegated without the written permission of the other party and the concurrence of the Arizona Department of Economic Security (ADES).

Organization may cancel this agreement immediately upon receipt of evidence that the terms hereof have not been complied with by Contractor.



AGENDA ITEM

December 4, 2019 ADMINISTRATION BUILDING A  
FLORENCE, ARIZONA

---

**REQUESTED BY:**

**Funds #:**

**Dept. #:**

**Dept. Name:** Public Health

**Director:** Shauna McIsaac

---

**BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:**

Discussion/approval/disapproval of the creation of 2 Breastfeeding Peer Counselor positions and 1 Breastfeeding Peer Counselor Supervisor position related to the WIC & BFPC IGA. The job descriptions and market study of the new proposed positions were not finalized at the time the IGA was previously approved by the Board of Directors at the 8/23/19 Public Health Services District meeting. Approval of this item authorizes Human Resources to create the new grant funded positions and assign them to the BFPC business unit/cost center (3592800). (Shauna McIsaac/Leo Lew)

---

**BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:**

These positions are included in the current FY19/20 BFPC budget, as part of the FY19/20 WIC & BFPC IGA.

---

**BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:**

The overall goal of all USDA Nutrition programs is to improve the health status of eligible participants through the adoption of health behavioral lifestyle changes and to help prevent the occurrence of health problems.

---

**MOTION:**

Approve as presented.

---

History		
Time	Who	Approval
11/20/2019 3:28 PM	Public Health/ME	Yes
11/21/2019 12:10 PM	Administrative Services	Yes
11/26/2019 12:12 PM	County Attorney	Yes
11/26/2019 12:15 PM	Clerk of the Board	Yes

---

**ATTACHMENTS:**

Click to download

☐ [BFPC position creation memo](#)

<input type="checkbox"/>	<a href="#">BFPC job description</a>
<input type="checkbox"/>	<a href="#">BFPC supervisor job description</a>
<input type="checkbox"/>	<a href="#">FY19/20 WIC BFPC executed IGA</a>
<input type="checkbox"/>	<a href="#">BFPC position creation approval</a>

## **PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT MEMORANDUM**

**Date: October 22, 2019**

**To: Mary Ellen Sheppard, Director, Human Resources**

**Cc: Leo Lew, Assistant County Manager**

**From: Shauna McIsaac, Public Health Director**

**Subject: Position Creation Request**

For Federal Fiscal Year 2020, beginning October 1, 2019, the Pinal County Public Health Services District WIC Program has been awarded an additional \$94,454 to implement the Breastfeeding Peer Counseling Program. This funding will allow for the creation of two Breastfeeding Peer Counselor positions, both of which will be fully funded by this additional grant money. In addition, a Breastfeeding Peer Counselor Supervisor position is required, which will be funded partially by this additional grant money and partially by the WIC grant.

Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates.

I am requesting to create two Breastfeeding Peer Counselor positions and one Breastfeeding Peer Counselor Supervisor position within the Pinal County Public Health Services District. The funding for these positions was awarded with the Federal Fiscal Year 2020 WIC contract, which was effective as of October 1, 2019.



PCN	Position Name	Cost Center	Fund	Grade	Job Code	Current/Proposed Salary	Proposed ERE's	Total
Create	Breastfeeding Peer Counselor	TBD	82	3	TBD	\$27,920	\$11,168	\$39,088
Create	Breastfeeding Peer Counselor	TBD	82	3	TBD	\$27,920	\$11,168	\$39,088
Create	Breastfeeding Peer Counselor Supervisor	TBD	82	11	TBD	\$53,619	\$18,827	\$72,446
	Total Salary & ERE					\$109,459	\$41,163	\$150,622



## Classification Description

---

*Work in this classification requires an individual to be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary classification functions herein described. Since every duty associated with this classification may not be described herein, employees may be required to perform duties not specifically spelled out in this classification description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this description.*

---

**Classification:** **BREASTFEEDING PEER COUNSELOR**

---

**Department:** Public Health

**Pay Grade:** 03

**FLSA Status:** Non-Exempt

### **JOB SUMMARY**

Performs breastfeeding peer counseling duties. Provides basic breastfeeding information and encouragement to promote and support breastfeeding among pregnant and breastfeeding WIC clients. Provides services according to Pinal County Public Health Services District (PCPHSD) policies and procedures under basic supervision.

### **TYPICAL CLASSIFICATION ESSENTIAL DUTIES:**

- Support WIC clients in their breastfeeding efforts using principles from the Loving Support curriculum.
- Provide individual counseling, education, and anticipatory guidance. Identify signs of concerns with breastfeeding, help problem solve and provide timely support.
- Adhere to the Breastfeeding Peer Counselor (BFPC) scope of practice role and yield to the International Board Certified Lactation Consultant (IBCLC), the WIC designated breastfeeding expert, or client physician for any breastfeeding cases outside of that scope.
- Document each contact in the TGIF Note format and complete daily and monthly call back log reports.
- Promote the principles of the WIC Breastfeeding Peer Counseling Program to pregnant and postpartum WIC clients for referrals generated from the Pinal County WIC staff and refer clients to the Arizona Department of Health Services (ADHS) Pregnancy and Breastfeeding Hotline.
- Collaborate with community resources for purposes of program outreach, provide program information, and attend health fairs and other community events to promote the program.
- Attend mandatory meetings and other continuing education opportunities.
- Actively participate in ADHS, PCPHSD and other community committees and groups related to the delivery and improvement of public health.
- Attend training sessions at ADHS and additional continuing education meetings and present at when requested.
- Assist clients with access to other health care professionals, regional agencies, and community services programs.

- Maintain case file records and collect, compile, and report data on program participation.
- Assist with community outreach programs and special projects as assigned.
- To promote and adhere to the workplace values of accountability, commitment, and teamwork to help enrich lives beyond expectation.
- Maintain absolute confidentiality of work-related issues, customer records and restricted County information.
- Perform other related duties as required.

**POSITION SPECIFIC DUTIES:**

- None.

**MINIMUM REQUIREMENTS TO PERFORM WORK:**

- High school diploma or GED equivalent.
- Valid Arizona State Driver's License at time of hire.
- At least three months personal breastfeeding experience
- Or an equivalent combination of relevant education and/or experience may substitute for the minimum requirements.

**Preferred Qualifications:**

- Bi-lingual English-Spanish language skills
- One (1) year of experience in a medical or social services program
- Current or recent breastfeeding experience

**Knowledge, Skills and Abilities:**

- Knowledge of breastfeeding practices.
- Knowledge of breastfeeding education.
- Knowledge of methods, practices, and procedures for assisting public health clients.
- Knowledge of regional community service agencies, community resources, public health programs, and other public assistance programs for appropriate referrals, including WIC.
- Knowledge of principles of record keeping and records management.
- Ability to explain state laws and County policies and procedures governing public health functions.
- Ability to use courtesy and respect in providing client services.
- Ability to operate a personal computer utilizing standard and specialized software.
- Ability to give basic breastfeeding information and support to new mothers, including telling them about the benefits of breastfeeding, overcoming common barriers, and how to get started with breastfeeding.
- Ability to work independently and prioritize and complete job responsibilities, including completing thorough documentation in a timely manner.

**PHYSICAL DEMANDS:**

The work is medium and requires exerting up to 50 pounds of force occasionally, and/or up to 30 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. The work also requires the ability to crouch, feel, finger, grasp, handle, reach, perform repetitive motion, kneel, lift, pull, push, to operate motor vehicles, hear, speak, stand, stoop, walk, and demonstrate mental and visual acuity.

**WORK ENVIRONMENT:**

Work is performed in a relatively safe, secure, and stable work environment.

*Pinal County has the right to revise this description at any time, and does not represent in any way a contract of employment.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (or HR) Signature

\_\_\_\_\_  
Date



## Classification Description

---

*Work in this classification requires an individual to be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary classification functions herein described. Since every duty associated with this classification may not be described herein, employees may be required to perform duties not specifically spelled out in this classification description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this description.*

---

**Classification:** **BREASTFEEDING PEER COUNSELOR SUPERVISOR**

---

**Department:** Public Health

**Pay Grade:** 11

**FLSA Status:** Exempt

### **JOB SUMMARY**

Under minimal supervision, the Breastfeeding Peer Counselor Supervisor is responsible for breastfeeding promotion, services and managing the WIC breastfeeding program and WIC Breastfeeding Peer Counselor (BFPC) program. This position will ensure quality service and meet the assigned objectives for initiation and duration rates as well as the policies of the Arizona WIC Program. This position will also oversee breastfeeding training for all staff and assist clients with breastfeeding complications. The Breastfeeding Peer Counselor Supervisor will supervise the Breastfeeding Peer Counselors.

### **TYPICAL CLASSIFICATION ESSENTIAL DUTIES:**

- Oversee and participate in the planning, implementation and evaluation of PCPHSD breastfeeding activities; coordinate breastfeeding promotion and other support activities. Manage and oversee breastfeeding counseling provided by WIC staff.
- Collaborate with the Nutrition Services Coordinator, Training Coordinator, and Nutrition Program Supervisors to support, protect, promote, and sustain breastfeeding within the Pinal County WIC Program.
- Conduct assessments, observations, chart audits, and determine training to ensure staff are competent.
- Use the state approved materials to create and implement training.
- Ensure breast pump issuance is logged and breast pump inventory is monitored. Troubleshoot problems with breast pumps and send for repair.
- Keep current with up-to-date breastfeeding information and provide monthly training to WIC and BFPC staff. Provide breastfeeding training for new employees.
- Run breastfeeding reports and monitor Pinal County WIC breastfeeding rates.
- Attend annual mandatory Breastfeeding Coordinators meeting and any other assigned meetings.
- Complete quarterly Breastfeeding Peer Counseling Report.
- Collaborate with the Nutrition Services Coordinator and Public Health Division Manager to establish program goals and objectives and complete the Nutrition Services and Training Plan.
- Conduct outreach with community organizations to promote WIC breastfeeding and peer counseling services.

#### Breastfeeding Peer Counselor Supervisor

- Identify gaps in breastfeeding resources and services both within the PCPHSD and within the community that can be addressed through the WIC and peer counseling programs.
- Monitor/audit peer counselor contacts with new mothers.
- Supervise, train, and coach BFPCs, prioritize and assign tasks, and resolve conflicts. Hold monthly meetings with BFPC staff.
- Help clients be successful with breastfeeding.
- Interview clients, evaluate client breastfeeding needs. Work with client to develop personal goals and establish a breastfeeding plan.
- Provide breastfeeding consultations by phone and in person.
- Teach breastfeeding classes and coordinate breastfeeding support and/or partner support groups.
- Ensure Pinal County is following ADHS Chapter 19 breastfeeding policy.
- To promote and adhere to the workplace values of accountability, commitment, and teamwork to help enrich lives beyond expectation.
- Maintain absolute confidentiality of work-related issues, customer records and restricted County information.
- Perform other related duties as required.

#### **POSITION SPECIFIC DUTIES:**

- None.

#### **MINIMUM REQUIREMENTS TO PERFORM WORK:**

- Associates Degree
- Three (3) years of experience in breastfeeding support
- Or an equivalent combination of relevant education and/or experience may substitute for the minimum requirements.

#### **Preferred Qualifications:**

- International Board Certified Lactation Consultant (IBCLC) Credential or other lactation management training
- At least 1 year of WIC experience
- Valid Arizona State Driver's License.

#### **Knowledge, Skills and Abilities:**

- Knowledge of breastfeeding, current adult learning and training methods applicable to breastfeeding education.
- Ability to coordinate, develop and present training workshops to meet program goals and objectives.
- Ability to follow written and verbal instructions.
- Ability to communicate effectively orally and in writing.
- Ability to establish and maintain effective working relationships with employees, other agencies, and the public.

#### **PHYSICAL DEMANDS:**

The work is light and requires exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force to move objects. The work also requires the ability to crouch, finger, feel, grasp, handle, reach, perform repetitive motion, kneel, lift, hear, speak, walk, operate motor vehicles, and demonstrate mental and visual acuity.

**WORK ENVIRONMENT:**

Work is performed in a dynamic environment that requires the ability to be sensitive to change and responsive to changing goals, priorities, and needs.

*Pinal County has the right to revise this description at any time, and does not represent in any way a contract of employment.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor (or HR) Signature

\_\_\_\_\_  
Date



# INTERGOVERNMENTAL AGREEMENT (IGA)

## Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 260  
Phoenix, Arizona 85007

Contract No.:  
CTR040850

IGA Amendment No: 2  
Arizona Procurement Portal Amendment No.: 3

Procurement Officer  
**Whitni Markotic/Felicia  
Marquez**

### WIC AND BFPC SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:
  - 1.1 The Scope of Work is revised and replaced by the Scope of Work of this Amendment Two (2).
  - 1.2 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Two (2).
  - 1.3 The Title above has changed from WIC, BFPC, FMNP and ONED SERVICES to WIC and BFPC SERVICES of this Amendment Two (2).

All other provisions of this agreement remain unchanged.

Contractor Name: **PINAL COUNTY PUBLIC HEALTH SERVICES  
DISTRICT**

*Mike Goodman*  
Authorized Signature

Address: **500 S. CENTRAL AVENUE, PO BOX 2495**

**MIKE GOODMAN**  
Print Name

**FLORENCE**                      **ARIZONA**                      **85232**  
City                                      State                                      Zip

**CHAIRMAN**                      **9/4/2019**  
Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

*Christopher C. Keller*                      **9-4-19**  
Signature                                      Date

Signed this **13<sup>th</sup>** day of **September** 20**19**

**CHRISTOPHER C. KELLER**  
Print Name

*Christie Ruth*

Procurement Officer

Contract No.: **CTR040850**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

*Aubrey Jay Corcoran*                      **9/13/19**  
Signature                                      Date

**Aubrey Jay Corcoran** Assistant Attorney General  
Print Name



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>

## SCOPE OF WORK

### 1. BACKGROUND

The Arizona Department of Health Services (ADHS) Bureau of Nutrition and Physical Activity (BNPA) administers funds provided by the United States Department of Agriculture (USDA) for the operation of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and Breastfeeding Peer Counseling Program (BFPC) for the State of Arizona. The USDA nutrition programs are discretionary, and each provides a specific service to women, infants, and children who are low income and at nutrition risk. The overall goal of all the USDA Nutrition Programs is to improve the health status of eligible participants through adoption of healthy behavioral lifestyle changes and to help prevent the occurrence of health problems.


#### 1.1 WIC Nutrition Services

The WIC Program accomplishes this goal by providing participant-centered services (PCS) including nutrition and breastfeeding information and support, specific supplemental healthy foods through the issuance of food benefits that can be used at ADHS-approved grocery stores and farmers' markets, and referrals to other health and human services as an adjunct to good health care during critical times of growth and development. Service population eligibility for the WIC Program is based upon federal regulations such as participant category (pregnant and breastfeeding woman, infant or child under five years of age), a household income at or below one hundred and eighty-five percent (185%) of federal poverty guidelines, residence within the service area, and nutrition risks.

To be considered as a WIC Local Agency, the organization must be a local public or private non-profit organization, County health department, or tribal entity under contract with ADHS to provide WIC services according to the WIC Program federal regulations and state policies and procedures. The State awards a WIC Contract based on the ability of the organization to provide WIC services, potentially eligible population, need, response to the Scope of Work, information technology capacity, and available funds. The State determines and awards the WIC contract amount based on a funding formula using several factors such as a base level for a program to function, the amount of caseload negotiated with each Local Agency, and quality of performance.

1.1.1 Specific objectives for nutrition services (based on Healthy People 2020 goals) are:

- 1.1.1.1 To increase the incidence of breastfeeding to eighty-two percent (82%) of women initiating breastfeeding;
- 1.1.1.2 To increase the duration of breastfeeding to sixty-one percent (61%) of women breastfeeding for the first six (6) months of their baby's life;
- 1.1.1.3 To increase the duration of breastfeeding to thirty-four percent (34%) of women breastfeeding for the first year of their baby's life;
- 1.1.1.4 To increase the rate infants are exclusively breastfed to forty-four percent (44%) at three (3) months and twenty-four percent (24%) at six (6) months;
- 1.1.1.5 To reduce the proportion of adults who are considered obese to thirty-one (31%);
- 1.1.1.6 To reduce the proportion of children ages two to five (2-5) who are considered obese to ten (10%);
- 1.1.1.7 To increase the consumption and variety of fruits and vegetables by those two (2) and older;

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR040850	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

1.1.1.8 To increase the consumption of whole grains by those two (2) and older; and

1.1.1.9 To increase the proportion of children ages birth to two (0-2) who view no television or videos on an average day to forty-five percent (45%).

## 1.2 Breastfeeding Peer Counseling (BFPC)

- 1.2.1 In 2003, the USDA Food and Nutrition Service (FNS) entered into a cooperative agreement with Best Start Social Marketing (Best Start) to gather information to obtain a clear understanding of the components that are necessary to sustain effective peer counseling programs and how to structure these programs so they are cost effective and manageable. They developed the program "Using Loving Support to Implement Best Practices in Peer Counseling", which is a training and technical assistance project that will be used as a model to aid WIC in designing, building, maintaining, and sustaining peer counseling programs that will improve breastfeeding initiation and duration rates. Arizona will be using this program to guide and develop the state peer counseling program.
- 1.2.2 The discretionary peer counseling services are considered an adjunct support to WIC breastfeeding services to help achieve the WIC Nutrition Services objectives regarding breastfeeding.
- 1.2.3 Peer counseling has been a significant factor in improving initiation and duration rates of breastfeeding among women in a variety of settings, including disadvantaged and WIC populations representing diverse cultural backgrounds and geographical locations. Peer counselors are especially effective in communities where role models for breastfeeding behaviors, knowledgeable health care providers, and cultural practices that include breastfeeding as the norm, are scarce. Combining peer counseling with the ongoing WIC breastfeeding promotion and support efforts has the potential to significantly impact breastfeeding rates among WIC participants, and most significantly, increase the harder to achieve breastfeeding duration rates. WIC Local Agencies are strongly encouraged to provide peer counseling services in addition to the ongoing breastfeeding support to their WIC participants. Contractors must provide a breastfeeding friendly environment and have policies to accommodate participants and staff who are breastfeeding.

## 2. OBJECTIVE

At a minimum, to provide WIC services while allowing each County Health Department Local Agency (Contractor) to provide, at their discretion, Breastfeeding Peer Counseling Services.

## 3. SCOPE OF WORK

### 3.1. WIC Services

The WIC Program Contractor shall perform all the work required to administer and provide WIC services to eligible participants according to the Arizona WIC Program Policies and Procedures Manual (WIC PPM). These include, but are not limited to the following activities:

- 3.1.1 Perform WIC certification procedures such as categorical and income screening and health and nutrition assessments;
- 3.1.2 Provide participant centered nutrition and breastfeeding support services to WIC participants;
- 3.1.3 Provide the mandatory and appropriate additional referrals reflecting the needs of the individual WIC participants;

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>

- 3.1.4 Issue WIC food benefits tailored to meet the needs of the participants;
- 3.1.5 Ensure the collection and recording of accurate information;
- 3.1.6 Provide professional training, mentoring and monitoring of WIC staff competencies necessary for delivery of required services;
- 3.1.7 Provide administrative functions for operation of the WIC Program; and
- 3.1.8 Prepare and submit all required plans/reports in accordance with this Agreement and the WIC PPM.

#### 3.2. Breastfeeding Peer Counseling (BFPC)

WIC BFPC Contractors shall perform all the work required to administer and provide additional breastfeeding support services to WIC mothers following the Loving Support best practice guidelines for peer counseling services and according to the original Contractor's proposal in order to increase the breastfeeding rate and duration of breastfeeding.

## 4. TASKS AND REQUIREMENTS

#### 4.1. WIC Services Outreach, Retention, and Referrals


- 4.1.1 Conduct outreach activities targeting high risk and underserved populations by developing written and verbal presentations or utilizing available materials to inform potentially WIC eligible individuals of the availability of the WIC Program and to explain the benefits of participation according to the outreach plan proposal submitted and accepted with this Agreement.
- 4.1.2 Conduct retention activities to maintain and increase the participation of current WIC enrollees.
- 4.1.3 Establish community partnerships with, at a minimum, the mandatory referral agencies, local hospitals, OB/GYN and pediatricians offices, and provide regular contacts according to the outreach and plan proposal submitted and accepted with this Agreement.
- 4.1.4 Establish community partnerships with community organizations such as food banks, community organizations, human and social services, school districts, etc. according to the outreach and referral plan proposal submitted and accepted with this Agreement.
- 4.1.5 Establish a referral system with breastfeeding/lactation specialists, including but not limited to, International Board Certified Lactation Consultants (IBCLC), Certified Lactation Counselors (CLC), Certified Breastfeeding Counselors (CBC), and Certified Lactation Educators (CLE) according to the outreach and referral plan proposal submitted and accepted with this Agreement.

#### 4.2. Additional BFPC Outreach Tasks:


- 4.2.1 Develop and document an internal referral link between WIC Program and WIC Peer Counseling Program when applicable. Interaction between WIC Program and WIC Peer Counseling Program shall occur at least monthly and may be in the form of site visits from Peer Counselors, participation of Peer Counselors in WIC clinic meetings, and/or additional training for WIC clinic staff and Peer Counselors.

#### 4.3. Participant Records:

- 4.3.1 Follow and maintain documentation of participant centered certification and administrative procedures as described in the WIC PPM, including but not limited to:

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR040850	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

- 4.3.1.1 Eligibility and ineligibility determinations;
- 4.3.1.2 Nutrition assessments;
- 4.3.1.3 Nutrition and breastfeeding education and support;
- 4.3.1.4 Nutrition and breastfeeding counseling;
- 4.3.1.5 Encourage participants in setting behavioral goals;
- 4.3.1.6 Appropriate referrals;
- 4.3.1.7 Program abuse; and
- 4.3.1.8 Food benefit issuances.
- 4.3.2 Maintain inventory and accountability records, as set forth in the WIC PPM for eWIC cards.
- 4.3.3 Assure participant confidentiality by obtaining written permission from affected program participant(s) prior to the release of participant information to any agency. The Contractor shall have a written agreement, completed in accordance with 7 CFR (Code of Federal Regulations) 246.26 (h)(3), and the Arizona WIC Policy and Procedure Manual, with any agency or program that will share participant information. The above federal regulation details the implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information.
- 4.3.4 Staff shall only access the WIC Computer Data System and client files for business related reason(s).
- 4.3.5 Ensure paper files containing confidential participant information are stored in a secure location in the clinic, archived when appropriate, and destroyed according to the retention schedule. All files should be destroyed in an appropriate manner.
- 4.3.6 The Contractor shall notify the State Agency immediately by telephone call and email upon the discovery of a breach of a participant's confidentiality.
- 4.3.7 The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:
  - 4.3.7.1 What data elements were involved and the extent of the data involved in the breach;
  - 4.3.7.2 A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
  - 4.3.7.3 A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;
  - 4.3.7.4 A description of the probable causes of the improper use or disclosure; and
  - 4.3.7.5 Whether Arizona Revised Statutes (A.R.S) § 18-545 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 4.3.8 The Contractor shall provide a written report of the investigation to the Chief of the Bureau of Nutrition and Physical Activity (BNPA)/WIC Director and Program Integrity Manager within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include the information

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>


specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

- 4.3.9 The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach using non WIC funds. The BNPA Chief/WIC Director, Program Integrity Manager, and Assistant Attorney General shall approve the time, manner and content of any such notifications. The Contractor will arrange and pay for any mitigation (e.g. LifeLock) for participants at risk for identity theft because of breach of security of information.

#### 4.4. Service Delivery and Program Rules

The Contractor shall:

- 4.4.1 Determine eligibility of persons requesting WIC services by screening individuals in accordance with procedures set forth in the WIC PPM; Eligible program participants shall include the following categories whose household income does not exceed 185% of the current designated federal poverty guidelines, who have a nutritional risk as defined in the WIC PPM, and reside in Arizona as defined by the WIC PPM;
- 4.4.1.1 Pregnant women, breastfeeding women up to twelve (12) months post-partum, and non-breastfeeding women up to six (6) months following the end of a pregnancy,
- 4.4.1.2 Infants from birth to age one (1), and
- 4.4.1.3 Children from age one (1) year up to five (5) years of age.
- 4.4.2 Provide complete nutrition assessment and document results and follow-up in accordance with Value Enhanced Nutrition Assessment (VENA) initiative as outlined in Chapter 2 and 7 of the Arizona WIC Policy and Procedure Manual.
- 4.4.3 Provide participant-centered nutrition education to participants and appropriately utilize materials provided by the State;
- 4.4.4 Assist participants in setting goals for behavioral change and follow-up on goals set;
- 4.4.5 Promote breastfeeding to WIC participants and provide breastfeeding education and support, and refer to and promote the Breastfeeding Peer Counseling Program, when appropriate;
- 4.4.6 Prescribe and tailor a food package appropriate to the participant's nutritional risk(s), category, and cultural preferences and issue food benefits as set forth in the WIC PPM;
- 4.4.7 Provide program participants with information about available health and social services to which the participant could be referred. The participant shall be provided with written information regarding community services and referrals in accordance with the WIC PPM and Contractor referral procedures;
- 4.4.8 Coordinate WIC Services with other health and social services available within the service area, including but not limited to immunizations, voter registration, and breastfeeding support;
- 4.4.9 Provide information, check for understanding, and document training to participants on program rules, regulations, WIC approved foods, use of eWIC cards, and food benefit use and redemption. The training shall be documented in the participant's record as set forth in the WIC PPM;
- 4.4.10 Consider the impact of scheduling practices, hours of operation, and clinic closures on caseload and WIC applicants' access to services.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>


**4.4.11 Additional BFPC Service Delivery tasks:**

- 4.4.11.1 Accept referrals generated from calls to the ADHS Pregnancy and Breastfeeding Hotline into the Peer Counseling Program;
- 4.4.11.2 Provide peer counseling services, when appropriate. Services shall be made available outside of usual clinic hours and outside of the WIC clinic, but may also be available during usual clinic hours and in the WIC clinic; and
- 4.4.11.3 Provide supervision, mentoring, monitoring, and evaluation of peer counselors, when appropriate.

**4.5. Participant-Centered Nutrition Education**

The Contractor shall:

- 4.5.1 Prepare and submit a two (2) year Nutrition Services and Training Plan for participants to include, but not be limited to:
  - 4.5.1.1 Adoption and Implementation of ADHS goals for nutrition services. In addition, Local Agencies will identify their own goals for nutrition services in this plan.
  - 4.5.1.2 Adoption and implementation of the State objectives for staff training and client interventions related to the goals for nutrition services. In addition, Local Agencies are required to provide at least one (1) additional objective for each goal.
- 4.5.2 Provide and document participant-centered nutrition education to all WIC adult participants, and to parents or caretakers of participants according to the guidelines of the State Nutrition Services Plans. A minimum of two (2) nutrition education contacts in each six (6) month certification period shall be made and documented in the participant's record. Breastfeeding women, children, infants and migrants from any eligibility category are certified for one (1) year and will receive one (1) nutrition education contact for each three (3) month period. Pregnant women certified through six (6) weeks postpartum will receive one (1) nutrition education contact for each three (3) month period.
- 4.5.3 Provide and document professional supervision, mentoring and monitoring of staff at the clinic level on a regular basis, in accordance with Contractor Self-Assessment requirements and as often as necessary, to ensure competence.
- 4.5.4 Offer, as often as necessary, high- and medium-risk nutrition education/counseling by an RD to all participants deemed high-risk upon assessment. As defined in the WIC PPM Local Agencies may designate a Bachelor's degree nutritionist or Dietetic Technician Registered to provide medium-risk counseling to participants under the supervision of the RD.
- 4.5.5 Expend for nutrition education activities an aggregate amount that is not less than the sum of one-sixth (1/6) of the amount the Contractor receives for provision of WIC services each contract year. If the one-sixth (1/6) amount is not expended for nutrition education activities, ADHS may request the Contractor to return an amount equal to the difference between the one-sixth (1/6) requirement and the actual amount expended IF ADHS must pay a penalty to the Federal Government. Costs that can be applied to meet the one-sixth (1/6) requirement for nutrition education include:
  - 4.5.5.1 Salary and other costs for time spent on nutrition education, whether with an individual or group;
  - 4.5.5.2 The cost of procuring and producing nutrition education materials;

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>

4.5.5.3 The cost of training nutrition educators, including costs related to conducting training sessions and purchasing and producing training materials;

4.5.5.4 The cost of conducting participant evaluations of nutrition education;

4.5.5.5 The salary and other costs incurred in developing the nutrition education plan; and

4.5.5.6 Other ADHS-approved costs.

4.5.6 Coordinate nutrition education activities and messages. Wherever possible, the Contractor shall utilize USDA and/or AZ Health Zone materials and messages to ensure common nutrition messages.

4.5.7 The Contractors will provide documentation that a minimum of four percent (4%) of their annual WIC expenditures have been used to support breastfeeding promotion and education. If the 4% is not expended for breastfeeding promotion and education activities, ADHS may request the Contractor to return an equal to the difference between the four percent (4%) and the actual amount expended IF ADHS must pay a penalty to the Federal Government.

#### 4.6. Staffing


The Contractor shall:

4.6.1 Designate a WIC Program Director/Manager who is an RD, with previous WIC and/or community health experience to manage and administer the WIC Program and may provide high-risk nutrition counseling and/or formula authorization to WIC participants. If an RD is on *staff* to provide the WIC RD services and with prior approval from ADHS, the Contractor shall designate a Director with a minimum of an undergraduate degree from an accredited institution in nutrition (community nutrition, public health nutrition, nutrition education, human nutrition or nutrition science) or a related field such as home economics or biochemistry with an emphasis in nutritional science or public health administration. With prior approval from ADHS, number of years working in a WIC Program Director/Manager capacity may substitute for some years of education.

4.6.2 All Contractors will identify an RD to serve as the Contractor Nutrition Coordinator as defined in the WIC PPM. The Nutrition Coordinator will oversee all WIC nutrition services for the Contractor. If a Contractor has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of nutrition services within the Contractor to be approved by ADHS.

4.6.3 Provide an appropriate number of RDs to perform high-risk and medium-risk counseling, formula authorization, and as necessary, certification of participants. The Contractor shall provide the RD services in a number proportional to the agency's high-risk caseload in accordance with the WIC PPM. The Contractor may hire nutrition degree graduates or Registered Dietetic Technicians, to do medium-risk counseling, formula authorization, and as necessary participant certification under the direction of an RD. If a Contractor has a barrier to having an RD on staff, the agency must submit in writing to ADHS with their plan for providing high risk nutrition counseling to participants.

4.6.4 When applicable and necessary, provide an appropriate number of adequately trained certification specialists to provide categorical and financial eligibility screening, pre-certification and record required documentation, in accordance with the WIC PPM, as well as administrative support services when necessary. Such individuals shall have the minimum of a high school degree or equivalent and must complete the state training requirements and be certified by the Contractor as competent according to the competencies for the position. Previous nutrition or health related job experience is desirable. These individuals shall meet individual ADHS competencies as set forth in the WIC PPM prior to providing each service such as certifying applicants for participation and/or providing health assessments in the Arizona

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: <b>CTR040850</b>	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

WIC Program Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.

- 4.6.5 Provide an appropriate number of adequately trained nutrition education specialists to provide certification and nutrition education services to participants in accordance with the WIC PPM. Such individuals will have the minimum of a high school diploma with nutrition experience, education, and training that have been certified by local or state agencies to be competent for the position. An Associate or Bachelor's degree is highly preferred. These individuals shall meet the ADHS competencies for Nutrition Education Specialists as set forth in the WIC PPM prior to certifying applicants for participation and/or providing nutrition education in the Arizona WIC Program. Staff should be observed and certified by the supervising authority to be competent in an activity before being allowed to perform on their own without supervision.
- 4.6.6 All Contractors will identify an International Board Certified Lactation Consultant (IBCLC) to serve as the Contractor Breastfeeding Coordinator as defined in the WIC PPM. The Breastfeeding Coordinator will oversee all WIC breastfeeding services for the Contractor to ensure all participants have access to breastfeeding promotion and support services. If a Contractor has barriers to this staffing standard, they must be submitted in writing to ADHS with their plan for coordination of breastfeeding services within the Contractor to be approved by ADHS.
- 4.6.7 All Contractors will identify a Training Coordinator as defined in the WIC PPM. The Training Coordinator will oversee and facilitate both new employee and ongoing WIC training for the Contractor including certifying that staff has met competencies prior to providing services without supervision. If a Contractor has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of training services within the Contractor to be approved by ADHS.
- 4.6.8 All Contractors will identify an Outreach Coordinator who will oversee and facilitate activities and efforts to retain current WIC enrollees and outreach to potentially eligible population not currently enrolled in WIC, and participate in outreach-related workgroups. If a Contractor has barriers to this staffing standard, they must submit in writing to ADHS their plan for coordination of outreach activities within the Contractor to be approved by ADHS.
- 4.6.9 Provide staff to conduct outreach activities targeting high risk and underserved populations, including but not limited to homeless and migrants, by developing written and verbal presentations or utilizing available materials to inform the potentially eligible individuals of the availability of WIC Program and explain the benefits of participation
- 4.6.10 When applicable and necessary, provide WIC Clerks to perform administrative support within WIC clinics at the option of the Contractor. Such individuals shall have the minimum of a high school degree or equivalent. They must meet WIC Program competencies. Previous clerical or work experience is desirable.
- 4.6.11 Maintain a record of training provided, monitoring, and observation results of staff competencies in each staff file and/or the state Learning Management System (LMS)
- 4.7. Additional BFPC Service Staffing
  - 4.7.1 Employ a BFPC Program Manager to plan, direct and coordinate general operation of Peer Counseling Program. Ideal candidate will be an International Board Certified Lactation Consultant (IBCLC), have WIC experience, and be familiar with community resources.
  - 4.7.2 Develop a support referral system for peer counselors with community Lactation Consultants, including IBCLCs, if the BFPC Program Manager is not an IBCLC or is unable to fulfill consultation duties for any reason.



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No. 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>

- 4.7.3 Employ Breastfeeding Peer Counselors to provide services. Qualifications for peer counselors shall be previous personal experience with breastfeeding, enthusiasm for helping others to succeed at breastfeeding, and similarities with the WIC population the program serves (including similar age, ethnic background, and language spoken). Exemptions to the peer counselor qualifications must be approved by ADHS before hire. When possible, peer counselors should be current or previous WIC participants


#### 4.8. Staff Training

The Contractor shall:

- 4.8.1 Train new staff as outlined in the ADHS developed new employee training plan.
- 4.8.2 Register and ensure all WIC staff complete all ADHS required WIC on-line courses according to the time requirements set forth by the State through ADHS Learning Management System (LMS) at [az.train.org](http://az.train.org), or state-assigned LMS System in accordance with the ADHS WIC PPM.
- 4.8.3 In addition to state requirements for competency trainings, Local Agencies must implement and adopt the state training standards as reflected in the Nutrition Education Plan and the ADHS WIC PPM. In addition, Local Agencies must participate in any mandatory training provided by ADHS due to changes in policy, procedures, and / or federal regulations.
- 4.8.4 Provide training for all new staff members regarding Civil Rights, Americans with Disabilities Act (ADA), and Voter Registration during their orientation and, annually, provide all staff with training on Civil Rights, ADA, and Voter Registration issues by completing the ADHS LMS courses on Civil Rights and Voter Registration or other courses or trainings that will be required by ADHS.
- 4.8.5 Provide one (1) representative for a maximum of six (6) mandatory, face-to-face, two (2) day meetings or trainings session in Phoenix, as scheduled by ADHS on a yearly basis. These meetings will be opportunities for the Contractor to discuss issues with regards to WIC policies and procedures, federal rules and regulations, and nutrition standards.
- 4.8.6 Provide one (1) representative for a maximum of twelve (12) GoToMeeting WIC Director teleconference meetings to receive information updates on WIC operations, policies and procedures, and other relevant materials being held in lieu of face to face meetings. This may include urgent meetings to discuss current events (e.g. government shutdown) and plan on managing the continuity of operations plan (COOP).
- 4.8.7 Provide one (1) representative to attend a two (2) day trainer conference in Phoenix during each fiscal year for skill and knowledge building.

#### 4.9. Additional BFPC Staff Training:

- 4.9.1 Send the WIC Director or designee and the Breastfeeding Peer Counselor Program Manager to a two (2) day training at the ADHS office in Phoenix during each Peer Counseling Program contract term
- 4.9.2 Provide training of Breastfeeding Peer Counselors using the *Loving Support through Peer Counseling* curriculum within one (1) month of employment
- 4.9.3 Provide continual education and adequate resources to peer counselors. Continual education shall include basic and continuing breastfeeding training, and may include opportunities to shadow lactation consultants, opportunities to meet with other peer counselors, and related training such as counseling skills, adult learning styles, and others

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: <b>CTR040850</b>	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

- 4.9.4 Provide all WIC clinic staff the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families" through the *Loving Support* curriculum at least once during each Peer Counseling Program contract term

#### 4.10. Data Collection

The Contractor shall:

- 4.10.1 Utilize the hardware, software, and training provided by the Arizona WIC Program to operate the Contractor's portion of the WIC Computer Data System.
- 4.10.2 Complete all data elements required on the WIC Computer Data System as outlined in the WIC PPM.
- 4.10.3 WIC Computer Data System users are required to maintain integrity by keeping their username and password secure. Users shall not share their login information with others.
- 4.10.4 When applicable and necessary to fulfill WIC business functions, local WIC IT shall coordinate with ADHS WIC IT to ensure immediate restoration of technical equipment (i.e. ADHS owned equipment) to, include but not limited to, providing a temporary administrative account.


#### 4.11. Administrative Services

The Contractor shall:

- 4.11.1 In addition to complying with the Guidance for Federal Grant Award Management (Blue Book) and State of Arizona Accounting Manual (SAAM) for Contractors of ADHS Funded programs, AND Chapter 12 and 13 of the Policy and Procedure Manual (PPM):
  - 4.11.1.1 Maintain a formal inventory listing or subsidiary record of all equipment owned by the Contractor in an organized manner as a part of the official accounting system. Ensure the non-capital and capital equipment listing includes the following: Tag or ID number, Description, Purchase cost or fair market value on date of donation, Purchase or donation date, Location, Disposal Date, Funding Source, Serial Number, Manufacturer, Model Number, RAM size (if applicable), Specifications (if applicable), and Receipt/Invoice (proof of purchase).
  - 4.11.1.2 Provide maintenance and upkeep for all equipment purchased with WIC funds. Maintenance may be provided through the Contractor's own organization or the Contractor may participate in State maintenance contracts where available.
  - 4.11.1.3 Obtain written permission from ADHS prior to expending WIC funds to purchase equipment with a value of \$5,000 or more.
  - 4.11.1.4 Obtain written permission from ADHS prior to expending WIC funds for the purchase of any asset resource related item: hardware (e.g. computers, printers) or software, regardless of cost as well as their transfer or disposal; Contractors shall not directly dispose of any asset.
    - 4.11.1.4.1.1 Once the asset resource related item is purchased ADHS must be provided the information listed in 8.1.1 within ten (10) business days of the item being received
    - 4.11.1.4.1.2 Transfer and disposals must follow the procedures outlined in the PPM.
    - 4.11.1.4.1.3 Destroyed/Missing/Stolen asset resources must be reported upon discovery no later than ten (10) business days from the time of incident to the assigned ADHS WIC Nutrition Consultant.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>

- 4.11.1.5 Submit to ADHS for approval in writing any policy or procedure that deviates from those set forth in the Arizona WIC PPM.
- 4.11.1.6 Update the Contractor information on a timely basis on the WIC Clinic Search administrative website including but not limited to names of CEO/Health Officer, WIC Director, Clinic Supervisors, Nutrition Coordinator, Breastfeeding Coordinator, Training Coordinator, IT lead(s), clinic names, addresses, phone numbers, days and hours of operations, closure days, and other pertinent information for the public to know.
- 4.11.1.7 Provide at least ten (10) weeks written notice when planning on opening, moving, or suspending WIC services at any location.
- 4.11.1.8 Read, timely, all ADHS provided documents and provide requested response, if applicable.
- 4.11.1.9 The Contractor Director shall ensure the State Agency has their most recent contact information in an effort to maintain current and accurate information in the Arizona Health Alert Network (AzHAN) account.
- 4.11.1.10 Maintain records of WIC services in WIC Computer Data System and electronic files of other WIC-related operations and trainings, if applicable, according to the WIC PPM, including but not limited to:
  - 4.11.1.10.1 Signed consent for hemoglobin screening and anthropometrics;
  - 4.11.1.10.2 Signed Rights and Obligations for enrolled participant files (active and inactive);
  - 4.11.1.10.3 Eligible participant files (active and inactive);
  - 4.11.1.10.4 Ineligible applicant signatures;
  - 4.11.1.10.5 Monthly Participation Reports by Category and Ethnicity;
  - 4.11.1.10.6 Outreach files;
  - 4.11.1.10.7 Medical documentation;
  - 4.11.1.10.8 Staff files: Trainings attended, skill observations, and Contractor Self Assessments;
  - 4.11.1.10.9 Documentation of dual participation actions;
  - 4.11.1.10.10 Waiting lists (when applicable);
  - 4.11.1.10.11 Reconciliation of eWIC cards;
  - 4.11.1.10.12 Civil rights file to include documentation and resolution of all civil rights complaints;
  - 4.11.1.10.13 Documentation of annual civil rights and voter registration training of all employees; and
  - 4.11.1.10.14 Documentation of WIC Confidentiality and Conflict of Interest forms.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b>  <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR040850	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

- 4.11.1.11 Correct and resolve inappropriate or missing participant information, improbable assessment values, duplicate participation, and other quality assurance WIC Computer Data System issues identified in the report provided to the Contractor by ADHS within the timeframes specified in the WIC PPM.
- 4.11.1.12 Correct any regulatory deficiency or discrepancy noted during any of the three program Management Evaluations, Audits, Contractor Compliance Investigations or Program Financial Reviews within sixty (60) calendar days of the date of the audit report unless an extension date is granted by the auditing/reviewing agency and documented.
- 4.11.1.13 Prepare and submit individual electronic copies of the Contractor's Expenditure Reports (CER) for each contracted program according to the instructions and requirements of the WIC PPM.
- 4.11.1.14 Retain all evidentiary documentation (i.e. meal receipts) and submit to ADHS upon request for all expenses charged towards the WIC grant.
- 4.11.1.15 Prepare and submit Final Closeout CER invoice for each contracted program reflecting the cumulative expenditures for a contract year.
- 4.11.1.16 Prepare and submit WIC Contractor Quarterly Cost Summary Reports that matches the amount of each quarter's expenditures respectively in accordance with the requirements in the WIC PPM.
- 4.11.1.17 Prepare and submit an annual evaluation on the annual Contractor's Outreach Plan and a progress report on activities accomplished during the year.
- 4.11.1.18 Prepare and submit an annual evaluation on the Two (2) Year Nutrition Services and Training Plan and a progress report on activities accomplished during the year.
- 4.11.1.19 Prepare and submit an annual Amendment Application in accordance with the individual program requirements that will include budget breakdown of line items and budget justifications of any budget changes.
- 4.11.1.20 Prepare and submit a Contractor Annual Summary of the Contractor self-assessment(s). Contractor self-assessments must be done annually in the year that the Contractor has a Management Evaluation, and semi-annually in the year that they do not have a Management Evaluation.
- 4.11.1.21 Prepare and submit all required plans, reports, and documents in accordance with the requirements in the WIC PPM.

In the event the Arizona WIC Program funding is depleted (e.g. government shutdown) the Contractor may request permission to continue operating their program utilizing local funds. The Contractor will contact the Arizona WIC Director to discuss the feasibility of sustaining clinic operations and participant food redemption at authorized vendor locations. The Contractor may transfer funds to ADHS to ensure continued operation.

#### 4.12. Additional Peer Counseling Administrative Services

- 4.12.1 Prepare and submit a Quarterly Report for the Peer Counseling services in the format provided by ADHS.
- 4.12.2 Present program logistics, highlights, and data at a Nutrition Programs meeting at a time and location to be determined by ADHS.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>


## 5. REFERENCE DOCUMENTS

- 5.1 Arizona WIC Program Policies and Procedures Manual: Refer to [http://azdhs.gov/azwic/local\\_agencies\\_policyManual.htm](http://azdhs.gov/azwic/local_agencies_policyManual.htm)
- 5.2 Guidance for Federal Grant Award Management (Blue Book): <https://www.azdhs.gov/documents/prevention/womens-childrens-health/childrens-health/homevisiting/guidance-for-federal-grant-award-management.pdf>
- 5.3 State of Arizona Accounting Manual (SAAM): <https://gao.az.gov/publications/SAAM/>
- 5.4 Federal Regulations: Refer to <https://www.ecfr.gov/cgi-bin/textidx?SID=a42889f84f99d56ec18d77c9b463c613&node=7:4.1.1.1.10&rgn=div5>
- 5.5 7 CFR 246.14: program costs
- 5.6 7 CFR 246.26 (h)(2): notice to applicants and participants about the use and disclosure of confidential applicant and participant information
- 5.7 7 CFR 246.26 (h)(3): implementation of a written agreement and state plan to regulate use and disclosure of confidential applicant and participant information

## 6. STATE PROVIDED ITEMS

ADHS shall provide the following:

- 6.1 Paper copies of the Arizona WIC Program Policies and Procedures Manual, upon request.
- 6.2 Hardware and software necessary for operation of the WIC Computer Database System.
- 6.3 Learning Management courses for software training and nutrition education courses for staff to complete and/or pass.
- 6.4 Blank eWIC Cards.
- 6.5 Method for submitting expenditures. The ADHS WIC Program Manager or designee will accept and approve the expenditures prior to payment.
- 6.6 Nutrition Education Materials for participants.
- 6.7 Quarterly Report template (electronic) for Peer Counseling Program.
- 6.8 Technical assistance and support.
- 6.9 Breastfeeding material lending and library for Peer Counselor use.
- 6.10 Assistance with International Board Certified Lactation Consultant (IBCLC) career track or advanced lactation consultant education, when appropriate.
- 6.11 *Loving Support through Peer Counseling* curriculum, which includes the PowerPoint presentation "Peer Counseling: Making a Difference for WIC Families," when appropriate.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR040850	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

6.12 Monitoring of WIC Authorized Vendors for compliance with regulations and coordination with tribal and county officials when doing compliance buys for markets on a reservation.

6.13 Periodic redemption reports for issued benefits.

6.14 Formats for required reports.

## 7. DELIVERABLES

If applicable, any work plan or other documentation submitted to and accepted by ADHS regarding participation in WIC or BFPC shall be incorporated into this Agreement. Furthermore, any policy or procedure that deviates from those set forth in the Arizona WIC Program Policies and Procedures Manuals requires approval from ADHS prior to implementation.

The Contractor shall submit to ADHS:

7.1 Updated copies of Contractor Policies and Procedures that will include coordination and referral procedures with internal and external programs and agencies, i.e. WIC and Peer Counseling;

7.2 Prepare and submit individual electronic CER copies invoice for each program, not later than *thirty* (30) days following the end of each report month of the program year;

7.3 WIC Contractor Quarterly Cost Summary matching the WIC Contractor's CER expenses not later than *thirty* (30) days following the end of each quarter report of the program year

7.4 Final CER invoice for each program not later than *forty-five* (45) days following the end of each Contract year;

7.5 WIC Contractor 4<sup>th</sup> Quarterly Final Cost Summary matching the WIC Contractor's CER expenses, not later than *forty-five* (45) days following the end of each Contract year;

7.6 Each Contracted Program's amendment application by the specified deadline for the following contract year which contains the following information:

7.6.1 Request for Caseload to be served;

7.6.2 Request for budget and budget justification;

7.6.3 Updated Participant Nutrition Services and Training Plan for the following contract year and a evaluation of the previous year's activities;


7.6.4 Updated Outreach Plan of each Agreement year and a progress report of previous year's activities; and

7.6.5 Any additional services and other documents specified.

7.7 All required responses to federal and state audits and reviews submitted in a timely manner

7.8 Additional Peer Counseling Deliverables

7.8.1 Quarterly reports for the Peer Counseling Program to be submitted fifteen (15) days after each quarter of the Agreement year.

	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 280 Phoenix, Arizona 85007</p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	<p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>

## 8. PERFORMANCE STANDARDS AND AWARDS

8.1 Upon Agreement finalization, ADHS shall notify the Contractor by certified mail of the assigned caseload, and throughout the term of the Agreement, of any changes to the assigned caseload. The Contractor shall maintain an average monthly participation level in accordance with the following table:

<u>Caseload Assignment</u>	<u>% Maintained</u>
<10,000 participants/month	97%
10,000 to <49,999 participants/month	98%
>50,000 participants/month	99%

8.2 If, after each quarter of the Federal Fiscal Year (October through September), the Contractor has not attained the required participation level, ADHS will have the option of reducing the assigned caseload and resources to the Contractor's current service level. ADHS may also then move the unused caseload and corresponding resources to other WIC Local Agencies in order to fully utilize the resources.

8.3 Local Agencies shall be eligible for one (1) or more of the following awards:

8.3.1 Any Contractor which meets one-hundred percent (100%) or more of its caseload assignment for three (3) consecutive months during the previous twelve (12) month period (April 1<sup>st</sup> through March 31<sup>st</sup>) may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Agreement is extended and additional expenditures can be identified;


8.3.2 Utilizing the "Nutrition Discussion Contact" report ran for the last six (6) months preceding time of application (September through February), any Contractor meeting ninety-five percent (95%) of its nutrition education documentation requirement for each participation time period may receive an award of \$10,000 added to that agency's following fiscal year WIC funding formula award if the Agreement is extended and additional expenditures can be identified;

8.3.3 The agency with the highest percentage of IENs in the first quarter (Oct 1<sup>st</sup> through Dec 31<sup>st</sup>) of each fiscal year within their Assigned Caseload Cohort may be eligible to receive an award added to the following fiscal year WIC funding formula award if the Contract is extended and additional expenditures can be identified. Assigned Caseload Cohorts and award amounts will be determined as follows:

Assigned Caseload Cohort	Award Amount
Less than 2000	\$5,000
2000 - 8000	\$10,000
More than 8000	\$15,000

8.3.4 Pursuant to 7 CFR 246.14, which allows the WIC program to fund nutrition services and administrative expenses, the Performance Awards may be part of the annual funding formula and awarded to the Contractor in the next contract year; and

8.3.5 USDA has the option to award breastfeeding performance awards to State Agencies who exceed the national average. If funds are awarded to Arizona, each Contractor program will receive a proration of the amount based upon the number of exclusively nursing women in their Local Agency. It will be a set amount, and may only be used for purposes outlined in the current federal guidelines.

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR040850	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

## 9. NOTICES, CORRESPONDENCE AND REPORTS

9.1 Notices, correspondence, reports and invoices from the Contractor to ADHS shall be sent to:  
 Arizona Department of Health Services  
 150 N. 18th Avenue, Suite 310  
 Phoenix, Arizona 85007  
 Attention: WIC Program Manager

9.2 Notice, correspondence and reports from ADHS to the Contractor shall be sent to:  
 (Contractor to complete)

Contractor: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



	<p style="text-align: center;"><b>INTERGOVERNMENTAL AGREEMENT (IGA)</b></p> <p style="text-align: center;"><b>Amendment</b></p>		<p><b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18<sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007</p> <p>Procurement Officer <b>Whitni Markotic/Felicia Marquez</b></p>
	<p>Contract No.: CTR040850</p>	<p>IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3</p>	

**PRICE SHEET**

**WIC, BFPC, FMNP AND ONED SERVICES**

**October 1, 2019 to September 30, 2020**

**Agency Name: Pinal County Health Department**

**Agency DUNS Number: 804745420**

**Federal Award Identification Number (FAIN): 197AZAZ7W1003**

**Federal Award Date: October 1, 2019**

**CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children**

**WIC Services**

*Cost Reimbursement Line Item Budget*

Account Classification	Amount
Personnel	\$855,170.00
Employee Related Expenses	\$352,285.00
Professional & Outside Services	\$6,700.00
Travel Expense	\$25,216.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$43,517.00
Capital Expenditures	\$1.00
Indirect Cost	\$72,960.00
RD Supplement	\$185,456.00
<b>Total</b>	<b>\$1,541,306.00</b>

**Federal Award Identification Number (FAIN): 197AZAZ1W5003**


**Federal Award Date: October 1, 2019**

**CFDA number and name: 10.557 Special Supplemental Nutrition Program for Women, Infants, and Children**

**Breastfeeding Peer Counseling Services**

*Cost Reimbursement Line Item Budget*

Account Classification	Amount
Personnel	\$61,838.00
Employee Related Expenses	\$28,648.00
Professional & Outside Services	\$600.00
Travel Expense	\$1,268.00
Occupancy Expenses	\$1.00
Other Operating Expenses	\$2,098.00
Capital Expenditures	\$1.00
Indirect Costs	\$0.00
<b>Total</b>	<b>\$94,454.00</b>

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 260 Phoenix, Arizona 85007
	Contract No.: CTR040850	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 3	Procurement Officer <b>Whitni Markotic/Felicia Marquez</b>

**Additional Terms and Conditions:**

With prior written approval from the Program Manager, the Contractor is authorized to transfer up to a maximum of ten percent (10%) of the total budget amount between funded line items except for Registered Dietitian Expenses. Transfers of funds are only allowed between funded line items. Transfers exceeding ten percent (10%) or to a non-funded line item shall require an amendment. The Registered Dietitian line item may only be used to fund additional Registered Dietitian position(s) to meet high risk counseling requirements.

Authorization for purchase of services under this Agreement shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Agreement number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a.) The Purchase Order is modified with an official ADHS Procurement Change Order, and/or b.) An additional Purchase Order is issued for purchase of services under this Contract.

ADHS reserves the right to adjust awards given to local agencies depending on federal dollars received. Adjustments will be at the discretion of ADHS.

**Additional WIC Program:**

Should additional administrative monies become available through state or federal grants, ADHS may increase the purchase order to increase the number of participants served and increase the total of this contract.

The assigned caseload for FFY 2020 is: 8, 900

**Additional Breastfeeding Peer Counseling Program:**

Allowable costs for the Peer Counseling Program include compensation for peer counselors and designated peer counselor managers/coordinators, and related costs such as training and training materials; telephone expenses for participant contacts (including pager, cell phones and answering machines); travel for training and home and hospital visits; recruitment of peer counseling staff; and the purchase of demonstration materials (e.g., breast pumps for demonstration purposes, videos). Out of state travel must be pre-approved by ADHS. Items and materials for distribution to WIC participants (e.g. breast pumps, breastfeeding aids) are not allowable costs.

---

From: **Leo Lew** <[leo.lew@pinal.gov](mailto:leo.lew@pinal.gov)>

Date: Fri, Nov 15, 2019 at 9:13 AM

Subject: Re: CORRECTED For your review - Memo re creation of Breastfeeding Peer Counselor and Supervisor positions

To: Merissa Mendoza <[merissa.mendoza@pinal.gov](mailto:merissa.mendoza@pinal.gov)>

CC: Mary Ellen Sheppard <[maryellen.sheppard@pinal.gov](mailto:maryellen.sheppard@pinal.gov)>, Shauna McIsaac <[shauna.mcisaac@pinal.gov](mailto:shauna.mcisaac@pinal.gov)>

Thank you all - just wondering if we are taking the positions to the Board for approval with the grant acceptance, but we may have already done that? Nice to approve positions with the grant award acceptance, but good to do separate if needed depending on the timing, then just reference the grant with the job requests. Looks good.



On Thu, Nov 14, 2019 at 3:51 PM Merissa Mendoza <[merissa.mendoza@pinal.gov](mailto:merissa.mendoza@pinal.gov)> wrote:

Hi Leo,

Attached are the final job descriptions and memo for creation of the breastfeeding peer counseling positions. Please review and let me know if you have any questions. Mary Ellen did approve these already, just asked that I put the job descriptions on the most current template. The memo also has our Pinal County logo updated.