

**STATEMENT OF WORK**

**To Original Contract Number \*\* \*\*\* \*\*\*\*\***

**These provisions are to be read and interpreted in conjunction with the provisions of the contract specified above.**

**I. Project Description:**

This project serves to benefit the health division of the Colorado Department of Public Health and Environment (CDPHE) through the implementation of the federally funded Special Supplemental Nutrition Program for Women, Infants and Children (WIC) program established through the United States Department of Agriculture (USDA) Food and Nutrition Services (FNS). The program provides federal grants to states for supplemental foods, health care referrals, and nutrition education for income-eligible pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age 5 who are found to be at nutritional risk

The Colorado WIC (COWIC), located in Denver, Colorado, is contracting with local health agencies and Federally Qualified Health Centers to administer the program to participants within defined territories throughout the state.

The COWIC will benefit the state COWIC office, local health agency WIC programs, and program participants in Colorado.

**II. Work Plan:**

**Goal #1:** The Colorado Special Supplemental Nutrition Program for Women, Infants and Children (COWIC or the Program) at the Colorado Department of Public Health & Environment (CDPHE) provides nutrition education, breastfeeding support, referrals, and food benefits to income-eligible pregnant, postpartum, and breastfeeding women, infants, and children up to the age of five (5).

**Objective #1:** No later than the expiration date of the contract, support the COWIC Program through the implementation and operation of the USDA Food and Nutrition Services (FNS) Special Supplemental Nutrition Program for Women, Infants and Children (WIC) as an authorized local COWIC agency.

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| <b>Primary Activity #1</b> | The Contractor shall provide Nutrition Services to COWIC Participants.  |
| <b>Sub-Activities #1</b>   | <ol style="list-style-type: none"><li>1. The Contractor shall screen WIC applicants for eligibility based on the certification requirements identified in Section 8 - Certification, Eligibility and Coordination of the Colorado WIC <a href="#">Policy &amp; Procedures</a>.</li><li>2. The Contractor shall ensure that participants in the program meet the following eligibility requirements in accordance with policy:<ol style="list-style-type: none"><li>a. Are pregnant, breastfeeding, and/or postpartum women, or are infants or children up to age five</li><li>b. Are income eligible for services</li><li>c. Have an identifiable nutrition risk factor.</li></ol></li><li>3. The Contractor shall conduct a Nutrition Assessment of COWIC participants.<ol style="list-style-type: none"><li>a. The Contractor shall apply the COWIC Program nutritional risk factor definitions, as outlined in Section 8 - Nutrition Risk Factors &amp; Priority System of the Colorado WIC Policy &amp; Procedures when assessing an applicant's/participant's nutritional/medical risks for the program at certifications.</li><li>b. The Contractor shall refer participants identified with high nutritional or medical risk factors to receive high risk nutrition counseling from the WIC High Risk Counselor, in accordance with Section 2 of the Colorado WIC Policy &amp; Procedure Manual outlining High and Low Risk Protocols.</li></ol></li><li>4. The Contractor shall provide nutrition education to enrolled COWIC participants as identified in Section 2 - Nutrition Services of the Colorado WIC Policy &amp; Procedures.</li></ol> |

5. The Contractor shall ensure the provision of appropriate referrals to health and public assistance programs to COWIC applicants, participants, and designated proxies per Section 2 - Screening and Referrals of the Colorado WIC Policy & Procedures
  - a. The Contractor shall maintain a current list of local assistance services and organizations
  - b. The Contractor shall document consent and referrals within the COWIC Management Information Systems (MIS).
  - c. The Contractor shall contact referrals received through online referral systems, including Colorado PEAK Applications, within 10 days of submission.
    - i. The Contractor shall ensure clients are scheduled within the required processing standards as noted in the processing standards.
6. The Contractor shall directly support the initiation and continuation of breastfeeding as outlined in Section 2 - Nutrition Services of the Policy & Procedure Manual.
  - a. The Contractor shall provide breastfeeding education that:
    - i. Endorses breastfeeding as the preferred method of infant feeding among COWIC program participants.
    - ii. Provides information on the benefits of exclusive breastfeeding.
    - iii. Supports parents in their decisions regarding infant feeding that is best for their family.
    - iv. Provides breastfeeding education and support to all pregnant participants and throughout the postpartum period, as needed.
    - v. Provides the appropriate breastfeeding or infant formula food package based on policy
    - vi. The Contractor shall establish clinic procedures to refer pregnant and postpartum women to the Breastfeeding Peer Counseling program for additional support.
  - b. The Contractor shall collaborate with other breastfeeding support programs within its community.
  - c. The Contractor shall develop policies to create a clinic environment that supports breastfeeding clients.
  - d. The Contractor shall designate a staff person to serve as the Breastfeeding Coordinator to:
    - i. Provide leadership to local agency staff on breastfeeding matters.
    - ii. Ensure all local agency staff have received, at a minimum, basic breastfeeding training.
  - e. The Contractor shall manage a breast pump inventory.
    - i. Provide appropriate breast pumps to participants, when necessary.
    - ii. Securely store breast pumps in a locked location.
    - iii. Securely store breast pump supplies in a locked location.
    - iv. Provide appropriate education on:
      - a. pumping
      - b. human milk storage.
    - v. Maintain breast pump inventory to:

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|                            | <ul style="list-style-type: none"> <li>a. Track loaned breast pumps</li> <li>b. Track quantities of breast pump supplies</li> <li>c. Utilize information to reorder as needed through the COWIC Program staff.</li> </ul>  |
| <b>Primary Activity #2</b> | The Contractor shall administer the COWIC program within its defined service area.   |
| <b>Sub-Activities #2</b>   | <ol style="list-style-type: none"> <li>1. The Contractor shall provide staffing sufficient to service participant caseload as outlined in Section 4 - Organization and Management of the Colorado WIC <a href="#">Policy &amp; Procedures</a> and to adhere to operating standards. <ul style="list-style-type: none"> <li>a. The Contractor shall determine staffing needs.</li> <li>b. The Contractor shall devise contingency plans to ensure the continuity of operations in the absence of or unavailability of key staff members.</li> <li>c. The Contractor shall ensure that client services remain available.</li> <li>d. The Contractor shall provide written plans for continuation of service if staff turnover negatively impacts required services.</li> <li>e. The Contractor shall ensure key positions, specifically, Director and High Risk Counselor, meet the minimum qualifications as identified in Section 4 - Local Staffing of the Colorado WIC Policy &amp; Procedures.</li> <li>f. The Contractor shall contact the COWIC assigned Nutrition Consultant if personnel issues persist for more than 30 days.</li> </ul> </li> <li>2. The Contractor shall ensure their WIC staff meet standard qualifications to successfully perform their respective roles as defined in Section 4 - Local Staffing and Staff Training of the Colorado WIC Policies and Procedures. <ul style="list-style-type: none"> <li>a. Newly hired staff shall complete the COWIC New Employee Training program within the required timeframe defined in the policy.</li> <li>b. Staff shall complete ongoing training to maintain job proficiency.</li> <li>c. Qualifications of personnel assigned by the Contractor to perform the services outlined within this contract shall be available for review and approval by the COWIC Program at CDPHE.</li> </ul> </li> <li>3. For Contractors participating in a partnership: The Contractor shall adhere to the terms and conditions of the partnership agreement on file with CDPHE.</li> <li>4. The Contractor shall monitor the monthly participant caseload as defined in Section 7 - Caseload Management of the Colorado WIC Policy &amp; Procedures. <ul style="list-style-type: none"> <li>a. The Contractor shall monitor monthly participant caseload reports generated through: <ul style="list-style-type: none"> <li>i. WIC Data Central</li> <li>ii. COWIC Management Information System.</li> </ul> </li> <li>b. The Contractor shall develop outreach strategies as needed to increase program participation</li> <li>c. The Contractor shall develop partnerships within its local community to increase program participation.</li> <li>d. The Contractor shall publicize the availability of the Program at least once per year using outreach techniques believed to be the most effective.</li> <li>e. The Contractor shall notify participants of the Colorado WIC Text and Voicemail Messaging Program when the participant's phone number is</li> </ul> </li> </ol> |

collected at the initial WIC appointment or updated at subsequent appointments.

5. The Contractor shall adhere to the following service accessibility requirements:
  - a. The Contractor shall ensure clients can access COWIC (directly or through partnership) at least four hours per day, five days a week by any combination of the following:
    - i. access to trained program staff via phone;
    - ii. providing the option to leave a message with next-business-day response,
    - iii. referring to another open agency that the Contractor has a partnership agreement with to operate the program.
  - b. The Contractor shall ensure service delivery hours and clinic sites are accessible to working parents and rural residents.
  - c. The Contractor shall provide an environment for COWIC participants and local agency staff that is
    - i. welcoming
    - ii. breastfeeding-friendly
    - iii. accessible for participants with disabilities.
    - iv. provides confidential counseling spaces.
  - d. The Contractor shall accommodate the cultural and language diversity of participants through the use of phone or in-person translation services whenever requested by the participant.
6. The Contractor shall document participant information in the COWIC MIS as defined in Colorado WIC Policies & Procedures.
7. The Contractor shall direct all requests for the disclosure of individual-level, identifying WIC participant information (i.e., any non-aggregated data) to the COWIC Program Data Manager as outlined in the Data Use Agreement in Section 4 - Organization and Management of the Colorado WIC Policy & Procedures.
8. The Contractor shall refer homeless facilities and domestic violence shelters that serve WIC participants in their service area that would like to become a WIC-eligible homeless shelter to COWIC Program staff to begin the application process as outlined in Section 4 of the Colorado WIC Policies and Procedures.
  - a. The Contractor shall visit the shelter within 60 days from notification of the Letter of Agreement from the COWIC Program to complete the following:
    - i. Conduct an initial orientation visit
    - ii. Complete the Initial Evaluation of a WIC-Eligible Homeless Facility form available from the COWIC Program..
  - b. The Contractor shall submit the completed Initial Evaluation of a WIC Eligible Facility form to COWIC Program.
  - c. The contractor shall ensure continued compliance with the Letter of Agreement on a biennial basis through the following activities:
    - i. The Contractor shall complete the Evaluation of WIC-Eligible Homeless Facility form
    - ii. The Contractor shall submit the completed form to the COWIC Program within 30 days of the evaluation.

9. The Contractor shall maintain all equipment used for the program, including routine maintenance of:
  - a. Computers
  - b. Card readers
  - c. Signature devices
  - d. Scales
  - e. Measuring boards
  - f. Hemoglobin testing equipment
  - g. Breast Pumps
10. The Contractor shall be responsible for the secure storage of all EBT cards available for benefit issuance.
11. The Contractor shall provide the necessary support to operate COWIC computers and peripheral devices:
  - a. On-site Information Technology (IT) support.
  - b. Data security including firewalls.
  - c. Internet access.
12. The Contractor shall utilize the COWIC Program Outreach items.
13. The Contractor shall ensure that any local marketing effort follows COWIC Branding guidelines outlined in the Colorado WIC Policy & Procedures.
14. The Contractor shall submit an annual local agency Nutrition Education Plan based on the guidance provided by the COWIC State Office for that year.
  - a. The plan shall be submitted electronically via email to the Contractor's assigned Nutrition Consultant.
  - b. The Contractor shall implement the COWIC Program approved Nutrition Education Plan.
  - c. The Contractor shall submit a written evaluation of the previous year's Nutrition Education Plan via email to the Contractor's assigned Nutrition Consultant.
15. The Contractor shall utilize the COWIC Management Information System (MIS) to:
  - a. Document all participant interactions.
  - b. Collect signatures for benefits issued.
16. The Contractor shall adhere to the COWIC MIS User Access Policy as outlined in Section 4 - Management and Organization of the Colorado WIC Policy & Procedures.
  - a. The Contractor shall protect the confidentiality of a recipient's identity by limiting access to participant data. Limited access includes:
    - i. COWIC staff
    - ii. The recipient's health care provider can only receive data from the MIS with the participant's documented consent but would be provided by an authorized COWIC MIS User.
    - iii. Access to participant data by any party outside of Colorado WIC requires documented consent by the participant.
  - a. The Contractor shall inform the COWIC Program staff at CDPHE when new employees need security roles assigned within the MIS.
  - b. The Contractor shall submit an MIS Access Request Form for all MIS users when the following occurs:
    - i. Upon new employee hire.
    - ii. Upon employee attrition.

- c. The Contractor shall report all MIS issues to the COWIC Help Desk including:
  - i. MIS Application issues.
  - ii. Data Integrity Issues.
- d. The Contractor shall maintain central files of specified documents per Section 4 - Retention of WIC Records and Reports in the Colorado WIC Policy & Procedures. Central File Requirements shall include:
  - i. Local Agency Equipment Inventory: The Contractor shall purchase and maintain appropriate equipment to operate the MIS.
  - ii. The Contractor shall maintain a written equipment record according to the Local Agency guidance when WIC funds are used to purchase:
    - 1. computer equipment
    - 2. computer peripherals
    - 3. television equipment
    - 4. televisions
  - iii. Staff Training Records: The Contractor shall ensure that all local agency COWIC staff maintain up-to-date training. Records are kept on file including training on:
    - a. breastfeeding
    - b. policy
    - c. procedures
    - d. systems

- 17. The Contractor shall adhere to mandatory reporting requirements:
  - a. All local agency WIC staff are mandatory reporters of child abuse or neglect.
  - b. Local agency WIC staff will follow their local agency's established guidelines and procedures for reporting these situations following Colorado Revised Statute (CRS 19-3-304).

- 18. Each COWIC local agency shall comply with Clinical Laboratory Improvement Amendments (CLIA) as defined in Section 2 - Screening and Referrals of the Colorado WIC Policies and Procedures.
  - a. All entities that perform even one test, including waived test on ... "materials derived from the human body for the purpose of providing information for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of, human beings" to meet certain Federal requirements. If an entity performs tests for these purposes, it is considered under CLIA to be a laboratory and must register with the CLIA program.
  - b. Hemoglobin testing is a waived test under CLIA.
  - c. The COWIC local agency performing hemoglobin tests shall operate under their health department's CLIA Certification Number.
  - d. Each Colorado WIC site address shall be listed on the CLIA Certificate.
  - e. Local agency WIC staff shall provide the CLIA Certification Number on COWIC administrative monitoring forms.
  - f. Local agency WIC staff may contact CDPHE's Laboratory Services Division for their CLIA certification number and additional information:  
 Phone: (303) 692-3681  
 FAX: (303) 344-9965  
 Email: [cdphe.lab@state.co.us](mailto:cdphe.lab@state.co.us)

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| <b>Primary Activity #3</b> | The Contractor shall issue food benefits to eligible, enrolled COWIC participants.  |
| <b>Sub-Activities #3</b>   | <ol style="list-style-type: none"> <li>1. The Contractor shall issue food benefits to enrolled COWIC participants based on the individualized food prescription and Program requirements using the MIS. Section 8 - Certification, Eligibility and Coordination and Section 4 - Nutrition Services of the Colorado WIC <a href="#">Policy &amp; Procedures</a>.</li> <li>2. The Contractor shall provide training to COWIC participants on the use of food benefits including: <ol style="list-style-type: none"> <li>a. How to use the EBT card,</li> <li>b. How to shop for eligible foods,</li> <li>c. How to access the Allowable Foods List.</li> </ol> </li> <li>3. The Contractor shall be responsible for the security and accountability of EBT card clinic inventory.</li> <li>4. Waiting List <ol style="list-style-type: none"> <li>a. The Contractor shall activate COWIC Program initiated waitlist procedures when funds are insufficient to support COWIC's active enrollment.</li> </ol> </li> <li>5. The Contractor shall monitor redemption activity for program abuse at the local level.</li> <li>6. The Contractor shall follow up on potential fraud activity as it relates to food benefits.</li> <li>7. The Contractor shall report fraud activity to the COWIC assigned Nutrition Consultant.</li> <li>8. The Contractor shall review Program Integrity Reports as provided by the COWIC assigned Nutrition Consultant. <ol style="list-style-type: none"> <li>a. Reports shall be reviewed for potential fraud by staff.</li> <li>b. A follow up email shall be sent to the Nutrition Consultant regarding findings of the incident under review.</li> </ol> </li> <li>9. The Contractor shall reimburse the State for any COWIC Program funds that are misused or otherwise diverted due to: <ol style="list-style-type: none"> <li>a. negligence</li> <li>b. fraud</li> <li>c. theft</li> <li>d. embezzlement, or</li> <li>e. any other loss caused by the Contractor, its employees or agents.</li> </ol> </li> </ol> |
| <b>Primary Activity #4</b> | The Contractor shall Participate in Program Monitoring as defined in Section 10 - Monitoring and Audits COWIC <a href="#">Policy &amp; Procedure Manual</a> .   |
| <b>Sub-Activities #4</b>   | <ol style="list-style-type: none"> <li>1. The Contractor shall submit an annual local agency budget for operating the Program. via email to the COWIC Fiscal Administrator at <a href="mailto:cdphe_nsbfiscal@state.co.us">cdphe_nsbfiscal@state.co.us</a></li> <li>2. The Contractor shall submit monthly fiscal expenditure reimbursement requests via email to the <a href="mailto:cdphe_nsbfiscal@state.co.us">cdphe_nsbfiscal@state.co.us</a>.</li> <li>3. The Contractor shall submit Local Agency Time Studies via email to the COWIC Fiscal Administrator <a href="mailto:cdphe_nsbfiscal@state.co.us">cdphe_nsbfiscal@state.co.us</a>. These time studies are : <ol style="list-style-type: none"> <li>a. Monthly or quarterly time studies, depending on negotiated time frame.</li> <li>b. A requirement whereby each employee charged to the WIC reimbursement invoices tracks time worked on the following COWIC activities: <ol style="list-style-type: none"> <li>i. Nutrition Education.</li> <li>ii. Breastfeeding Support.</li> </ol> </li> </ol> </li> </ol>   |



- iii. Clinic Services.
- iv. Administration.

- 4. The Contractor shall participate in fiscal monitoring activities no less frequently than biennially to allow COWIC Program staff to determine whether the local agency has:
  - a. adequate control over funds
  - b. an effective accountability system
  - c. complies with State rules and Federal Regulations
  - d. The Contractor shall respond to the COWIC fiscal office within the timeframe requested in writing by providing documentation including:
    - i. Forms
    - ii. Receipts
    - iii. Accounting system records
    - iv. Written policies and procedures
    - v. Other necessary documentation to support costs charged to COWIC as determined by the COWIC fiscal office.
  - e. The Contractor shall respond to the COWIC Fiscal Unit via email within the written timeline requested in response to questioned costs or findings of noncompliance.
    - i. The Contractor shall submit a written plan of correction to the COWIC fiscal office within 30 days of notification.
- 5. The Contractor shall participate in local agency program monitoring activities no less frequently than biennially to evaluate all aspects of the local agency COWIC Program including:
  - a. program management,
  - b. nutrition education,
  - c. participant services,
  - d. civil rights compliance,
  - e. accountability,
  - f. retailer participation,
  - g. food delivery.
  - h. The Contractor shall complete required forms/reports within the timeframe requested by the COWIC Program..
  - i. Attend monitoring and site visit sessions.
  - j. Respond to findings/issues identified during the monitoring via email to the assigned COWIC Nutrition Consultant.
    - i. Submit a written plan of action and
    - ii. Include target dates for resolution and/or
    - iii. Education plan for staff
  - k. Meet minimally for one follow up, 90 days to 6 months post monitoring date



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|                            | <ol style="list-style-type: none"> <li>i. Meet for any additional follow-ups and/or reviews as the COWIC nutrition consultant determines necessary based on the number and severity of findings during the monitoring.</li> </ol>   |
| <b>Primary Activity #5</b> | The Contractor shall provide local agency support of the COWIC Vendor and Farmer Management requirements per Section 1 - Vendor and Farmer Management of the Colorado WIC <a href="#">Policy &amp; Procedures</a> .   |
| <b>Sub-Activities #5</b>   | <ol style="list-style-type: none"> <li>1. The Contractor shall assign an employee as a Local Agency Retail Coordinator (LARC).</li> <li>2. The LARC shall work with the COWIC Program on vendor store activities, including: <ol style="list-style-type: none"> <li>a. Training retailers within their service areas</li> <li>b. Compliance with program regulations.</li> </ol> </li> <li>3. The LARC shall respond to participant concerns and vendor issues, notifying COWIC Program staff in the Benefit Delivery Unit (BDU).</li> <li>4. The Contractor shall submit upon request a 3-year retail routine monitoring plan for stores within their service area as identified by the COWIC State Office.</li> <li>5. The Contractor shall reply with a corrective action plan within 10 days of the retail visit for a retailer identified as having violations.</li> </ol>   |
| <b>Primary Activity #6</b> | OPTIONAL: The Contractor shall provide support services to other COWIC programs operated by local health agencies within the State of Colorado.   |
| <b>Sub-Activities #6</b>   | <ol style="list-style-type: none"> <li>1. The Contractor shall provide services including: (CHOOSE APPLICABLE) <ol style="list-style-type: none"> <li>a. management of online referrals.</li> <li>b. nutrition educator back-up</li> <li>c. high risk counseling</li> <li>d. Director support to other agencies</li> </ol> </li> <li>2. The Contractor shall coordinate support role with the COWIC Program including: <ol style="list-style-type: none"> <li>a. Type of work to be completed</li> <li>b. Participant interaction</li> <li>c. Financial support for additional services rendered.</li> </ol> </li> <li>3. The Contractor shall clarify roles and responsibilities along with partnering local agencies for core COWIC programmatic requirements using a Memorandum of Understanding (MOU) or other written agreements.</li> <li>4. The Contractor shall submit a copy of the executed final agreements to the COWIC Program at CDPHE via email within sixty (60) days of contract execution to demonstrate plan for fulfillment of contract requirements through partnerships including: <ol style="list-style-type: none"> <li>a. standards of service</li> <li>b. reporting</li> <li>c. compliance roles and responsibilities.</li> </ol> </li> </ol> |

**Standards and Requirements**

1. The content of electronic documents located on CDPHE and non-CDPHE websites and information contained on CDPHE and non-CDPHE websites may be updated periodically during the contract term. The Contractor shall monitor documents and website content for updates and comply with all updates.
2. The Contractor shall be an authorized COWIC local agency, including the application for authorization and continued authorization as issued by the COWIC Program at CDPHE..
3. The Contractor shall administer the COWIC program to qualified participants according to specifications outlined in:
  - a. Colorado WIC [Policy & Procedures](#).(updated annually).
  - b. COWIC Program policy letters.
  - c. Federal Fiscal Rules and Regulations of Grant Management
4. IT support (with direction from the COWIC Program) shall include:
  - a. Ordering equipment, as directed by the COWIC Program.
  - b. Setting up equipment and downloading the MIS.
  - c. Setting up multi-function printers, card readers and PIN pad devices for EBT, and signature pads.
  - d. Ensuring that no local system changes or upgrades are done to the COWIC computers without first verifying that the upgrades are compatible with the MIS.
  - e. Setting up either:
    - i. Secure email address
    - ii. The ability to encrypt messages as needed.
5. The Contractor shall maintain a computer equipment inventory that includes:
  - a. Computer Model
  - b. Serial Number
  - c. Date purchased
  - d. Acquisition Cost
  - e. Warranty Expiration
  - f. Computer Location
6. As specified in the Colorado WIC Policy & Procedures the COWIC Program and its contracting agencies must make a fair hearing available to any individual whose application for benefits or services meets the following criteria:
  - a. has been denied
  - b. reduced,
  - c. terminated,
  - d. who is otherwise aggrieved by agency action.
7. The MIS Access Request Form shall be submitted to the COWIC Help Desk at the COWIC Program as required in the Colorado WIC Policy & Procedures.
8. The COWIC Program at CDPHE will:
  - a. Conduct program and fiscal monitoring visits in accordance with the current Colorado WIC Policy & Procedures
  - b. Provide access to local agency data including monthly caseload reports.
  - c. Provide nutrition education training.

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|  | <ul style="list-style-type: none"> <li>d. Provide access to online nutrition education and electronic materials for use by COWIC participants.</li> <li>e. Provide guidance on federal program regulations.</li> <li>f. Provide funding for allowable COWIC-related expenses.</li> <li>g. Provide annual budget templates.</li> </ul> <p>9. The Contractor shall keep on file and have available for review, audit and evaluation:</p> <ul style="list-style-type: none"> <li>a. A copy of this contract</li> <li>b. All records required in the current Colorado WIC Policy &amp; Procedures</li> <li>c. Accounting documentation for all funds received and expended pursuant to this contract</li> <li>d. Detailed computer inventory records</li> <li>e. Complete and accurate retail records for each retailer within their service areas</li> <li>f. Fair hearing or other service complaint documentation</li> </ul> |   |
| <b>Expected Results of Activity(s)</b> | Maintain the COWIC Program’s operational functionality at the local level in compliance with standards for implementation and operation of the USDA FNS WIC Program.  |   |
| <b>Measurement of Expected Results</b> | The COWIC Program at CDPHE will review monthly caseload reports, the annual Nutrition Education Plan evaluation, and results of fiscal and program monitoring activities to determine program performance and effectiveness.  |   |
|  |   | <b>Completion Date</b>                            |
| <b>Deliverables</b>                    | 1. The Contractor shall submit an annual Nutrition Education Plan starting in year 2 of the contract.   | September 30                                      |
|  | 2. The Contractor shall submit an evaluation of the previous year’s Nutrition Education Plan.   | October 31  |
|  | 3. The Contractor shall submit an annual budget   | November 30                                       |
|  | 4. The Contractor shall submit monthly or quarterly time studies.   | Due by the 20th of the month following the period |
|  | 5. The Contractor shall submit a 3-year retail monitoring plan  | Upon Written Request                              |
|  | 6. The Contractor shall provide written plans for continuation of service if staff absence/turnover negatively impacts required services.   | Upon Written Request                              |
|  | 7. The Contractor shall submit MIS Access Request Forms for all employees   | Upon Hire<br>Upon Attrition                       |
|  | 8. The Contractor shall submit a copy of executed final MOUs or other written agreements for partnership arrangements between agencies.   | Within 30 days of execution                       |

**III. Monitoring:**

CDPHE's monitoring of this contract for compliance with performance requirements will be conducted throughout the contract period by the WIC contract specialist and nutrition consultant. Methods used will include a review of documentation determined by CDPHE to be reflective of performance to include nutrition education plans, invoices, site visit results, electronic data, and other fiscal and programmatic documentation as applicable. The Contractor's performance will be evaluated at set intervals and communicated to the contractor. A Final Contractor Performance Evaluation will be conducted at the end of the life of the contract.

**IV. Resolution of Non-Compliance:**

The Contractor will be notified in writing within 45 calendar days of discovery of a compliance issue. Within 30 calendar days of discovery, the Contractor and the State will collaborate, when appropriate, to determine the action(s) necessary to rectify the compliance issue and determine when the action(s) must be completed. The action(s) and timeline for completion will be documented in writing and agreed to by both parties. If extenuating circumstances arise that requires an extension to the timeline, the Contractor must email a request to the WIC contract specialist and receive approval for a new due date. The State will oversee the completion/implementation of the action(s) to ensure timelines are met and the issue(s) is resolved. If the Contractor demonstrates inaction or disregard for the agreed upon compliance resolution plan, the State may exercise its rights under the provisions of this contract.

Draft