



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: 8/15/2016

or Procurement Director Award

Contractor/Vendor Name (DBA): Arizona Department of Health Services

Project Title/Description:

Women, Infants, and Children Program and Farmers' Market Nutrition Program

Purpose:

The Arizona Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides nutrition education and breastfeeding support services, supplemental nutritious foods and referrals to health and social services. WIC serves pregnant, breastfeeding, and postpartum women, infants, and children under the age of five who are determined to be at nutritional risk.

WIC participants may also participate in the Arizona Farmers' Market Nutrition Program (FMNP). WIC families receive Farmers' Market checks to spend for fresh, locally grown vegetables and fruits at approved Farmers' Markets.

The WIC and FMNP Programs are funded by the United States Department of Agriculture.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

The goal of this effort is to improve the health of pregnant, postpartum and breastfeeding mothers, as well as their infants and children up to age five, by: 1) providing vouchers for nutritious foods to supplement the diet of low-income participants; 2) providing breastfeeding education and support to increase the number of babies that are breastfed and to increase the duration of breastfeeding; and 3) providing nutrition education and reducing malnutrition.

Public Benefit:

These programs benefit qualifying low income pregnant, postpartum and breast feeding mothers and their infants and children up to age five in Pima County. During the last fiscal year an average of 8,000 participants were served each month through the Pima County WIC program. For the current fiscal year we anticipate serving approximately 8,900 participants each month.

Metrics Available to Measure Performance:

ADHS conducts annual Financial Audits to review cost allowance, financial control improvement and improved Local Agency service. In addition, ADHS conducts biennial Management Evaluations to review management processes, client certification, food package determination, and nutrition education. ADHS also measures monthly/yearly caseload, indicated by the number of clients that pick up their monthly supplemental food vouchers.

Retroactive:

No.

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: GTAM Department Code: HD Contract Number (i.e.,15-123): 17-02

Amendment No.: Three AMS Version No.: 1

Effective Date: 10/1/2016 New Termination Date: 9/30/2018 (no change)

Expense Revenue Increase Decrease Amount This Amendment: \$ 1,423,172.00

Funding Source(s): ADHS / Federal

Cost to Pima County General Fund: \$0.00

Contact: Sharon Grant

Department: Health Telephone: 724-7842

Department Director Signature/Date: [Signature] 22 July 2016

Deputy County Administrator Signature/Date: [Signature] 7/25/2016

County Administrator Signature/Date: [Signature] 7/27/16
(Required for Board Agenda/Addendum Items)



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040 MAIN
(602) 542-1741 FAX

CONTRACT No.: ADHS14-053080

AMENDMENT No.: 3

PROCUREMENT OFFICER
Jacqueline S. Ortega-Avila

WIC, BFPC AND FMNP SERVICES

Effective October 1, 2016, it is mutually agreed that the Contract referenced is amended as follows:

1. Pursuant to the Terms and Conditions, Provision Nineteen (19), THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA OR TRANSPARENCY ACT - P.L.109-282, AS AMENDED BY SECTION 6202(A) OF P.L. 110-252), FOUND AT https://www.fsr.gov/ is hereby added to read as follows:

19. If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at http://www.whitehouse.gov/omb/open. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

CONTINUED ON NEXT PAGE

CONTRACTOR SIGNATURE

PIMA COUNTY HEALTH DEPARTMENT

Contractor Name

3950 S. COUNTRY CLUB RD., SUITE 100

Address

TUCSON

ARIZONA

85714-2099

City

State

Zip

Contractor Authorized Signature

Printed Name

Title

CONTRACTOR ATTORNEY SIGNATURE

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 the State of Arizona.

Signature

Date

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

Signed this ___ day of ___ 20__

Printed Name

Jonathan Pinkney

Procurement Officer

Attorney General Contract No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, 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.

Signature

Date

Assistant Attorney General

Printed Name:

RESERVED FOR USE BY THE SECRETARY OF STATE

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

REVIEWED BY:

Appointing Authority or Designee
Pima County Health Department

	INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 MAIN (602) 542-1741 FAX
	CONTRACT No.: ADHS14-053080	AMENDMENT No.: 3	PROCUREMENT OFFICER Jacqueline S. Ortega-Avila

2. The **WIC Price Sheet** in Amendment Two (2) is hereby replaced with the revised **WIC Price Sheet** of this Amendment Three (3). The **WIC Price Sheet** decreased by \$150,942.00 from \$1,574,114.00. The decrease is a result of cost associated to; Personnel, ERE, Travel and Other Operating expenses. The total of the new budget amount for the **WIC Price Sheet** is now **\$1,423,172.00**.
3. The **BFPC Price Sheet** in Amendment Two (2) is hereby replaced with the revised BFPC Price Sheet of this Amendment Three (3). The total budget amount remains the same for the **BFPC Price Sheet and is still \$0.00**.
4. In ProcureAZ the "Items" Tab of the Master Blanket Purchase Order will be revised to reflect the pricing upon execution of this Amendment Three (3).

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REVISED PRICE SHEET

OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

WOMEN, INFANTS, AND CHILDREN (WIC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	\$867,818.00
EMPLOYEE RELATED EXPENSES	\$355,762.00
PROFESSIONAL & OUTSIDE EXPENSES	\$4,500.00
TRAVEL EXPENSES	\$4,837.00
OCCUPANCY EXPENSES	\$1.00
OTHER OPERATING EXPENSES	\$40,000.00
CAPITAL OUTLAY EXPENSES	\$0.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$1.00
RD SUPPLEMENT	\$150,253.00
TOTAL \$1,423,172.00	

OCTOBER 1, 2016 TO SEPTEMBER 30, 2017

BREASTFEEDING PEER COUNSELING SERVICES (BFPC)	
LINE ITEM BUDGET	AMOUNT
PERSONNEL COSTS/SALARY EXPENSES	\$0.00
EMPLOYEE RELATED EXPENSES	\$0.00
PROFESSIONAL & OUTSIDE EXPENSES	\$0.00
TRAVEL EXPENSES	\$0.00
OCCUPANCY EXPENSES	\$0.00
OTHER OPERATING EXPENSES	\$0.00
CAPITAL OUTLAY EXPENSES	\$0.00
INDIRECT COST EXPENSES (IF AUTHORIZED)	\$0.00
TOTAL \$0.00	

MARCH 1, 2017 TO SEPTEMBER 30, 2017

FARMER'S MARKET NUTRITION PROGRAM (FMNP)			
TYPE OF SERVICE	UNIT RATE	UNIT OF MEASURE	ESTIMATED NUMBER OF PARTICIPANTS
WIC FMNP CHECK ISSUANCE	\$1.25	WIC Participant	AS NEEDED

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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 is meant to fund additional Registered Dietitian position(s) to meet high-risk counseling requirements.

Authorization for purchase of services under this Contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the Contract 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 2017 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, written materials) are not allowable costs.

FARMER'S MARKET NUTRITION PROGRAM:

If funding for additional FMNP checks becomes available and the contract budget (as shown on the Contract Price Sheet) has been fully expended, Contractor may choose whether or not to distribute the additional checks with no increase in the contract budget.

ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN THEIR ENTIRETY.