

STATE OF SOUTH DAKOTA
SUBRECIPIENT CONTRACT
FOR SUBRECIPIENT SERVICES
BETWEEN

Brookings County
C/O County Auditor
520 3rd St. Suite 100
Brookings SD 57006-2086

South Dakota Department of Health
Division of Family & Community Health
600 East Capitol Avenue
Pierre, SD 57501
(605) 773-3361

Referred to as "Provider"

Referred to as "State"

State and Subrecipient hereby enter into a contract for Provider Services. This is an agreement for an award of Federal financial assistance to a subrecipient.

I. SUBRECIPIENT INFORMATION:

- A. The Provider's City, State and Zip + 4 for primary place of performance is Brookings SD 57706-3894.
The Provider's DUNS/unique entity identifier number is 028749724.
The Provider's Fiscal year begins January 1 and ends December 31.
- B. This agreement is made for the purpose of providing clerical services for the Woman, Infants and Children (WIC) Program in Brookings County and for providing rent for Family and Community Health Services. The purpose of the WIC Program is to provide supplemental foods and nutrition education, including breastfeeding promotion and support, through payment of cash grants to State agencies which administer the Program through local agencies at no cost to eligible persons. This award is not for research and development.

Amount provided by State is	\$30,410.00
Amount matched by Provider is	\$0.00
Total Contract Amount	\$30,410.00

Dollars provided by State consist of the following:

Non-Federal State dollars	\$1,140.00
Federal dollars	\$29,270.00

Identification of Federal dollars awarded

CFDA Title: Special Supplemental Nutrition Program for Women, Infants and Children

CFDA Number: 10.557

Award Name: Women Infants and Children

Award Number (FAIN): 16163SD708W1003

Award Date: 10/01/2015

Federal Agency Name: USDA Food and Nutrition Services
Awarding Official Contact Information: Kevin Dunn- Kevin.Dunn@fns.usda.gov
Period of Performance: 06/01/2016 to 05/31/2017
Pass Through Entity: South Dakota Department of Health
Amount of Federal Funds obligated: 10/01/2015 to 09/30/2016, \$6,696,401.00
Total Amount of Funds Obligated to Subrecipient: \$29,270.00
Total Amount of Federal Award: 10/01/2015 to 09/30/2016, \$6,696,401.00
Department of Health Indirect Cost Rate: 5.4% 06/01/2016 - 06/30/2016
4.9% 07/01/2016 - 05/31/2017

II. SUBRECIPIENT ATTESTATION:

Pursuant to state law, Subrecipient attests to the following:

- A. A conflict of interest policy is enforced within Subrecipient's organization;
- B. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the Subrecipient's website;
- C. An effective internal control system is employed by the Subrecipient's organization; and
- D. If applicable, the Subrecipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the Subrecipient's website.

III. PERIOD OF PERFORMANCE:

- A. The term of this Contract shall begin June 1, 2016 and end May 31, 2017.

IV. PROVIDER

- A. Provider is not a full or part-time employee of State or any agency of the state of South Dakota.
- B. Provider, as an independent contractor, is solely responsible for the withholding and payment of applicable income and Social Security taxes due and owing from money received under this contract.
- C. Provider may use the following equipment, supplies and/or facilities owned by the State of South Dakota:

The Provider will use a state owned personal computer and, if the Provider is able to demonstrate to the State's satisfaction that general office equipment and general office supplies are not available, the State will provide such office equipment and

supplies, including but not limited to, a desk, chair, filing cabinet and general office supplies. No State facilities will be used by the Provider in fulfillment of this contract.

D. Provider will not purchase capital assets or equipment using State funds.

E. Provider agrees to:

1. Assist and support State in complying with Federal Funding Accountability and Transparency Act (FFATA) requirements by providing any and all information the State must report to be compliant with FFATA. More information about FFATA reporting requirements can be found at www.fsr.gov.
2. Indemnify and hold harmless State for any amount of costs for non-compliance with FFATA requirements due to Provider non-compliance or failure to comply with provision IV. (E)(1) above. Provider understands and agrees that it is liable to State for any costs determined to be not allowed by the United States government for non-compliance with FFATA requirements due to Provider's failure to supply State with any requested information necessary to comply with FFATA.
3. Provide clerical services for the Women, Infants, and Children (WIC) Program in compliance with federal regulations and State's WIC Policy and Procedure Manual, including ongoing WIC Program memo and policy revisions.
4. Hire and manage employees to complete the job roles and responsibilities outlined in this contract.
5. Allow all new WIC clerical employees to attend and participate in new employee training, as stipulated by the WIC Program. This will include overnight travel for the SDWIC-IT Training.
6. Allow WIC clerical employees to attend and participate in required annual training to remain effective/efficient in their current roles.
7. Use State funds exclusively for:
 - a. WIC Clerical Services
 - Funding is based on number of WIC participants receiving WIC checks each month. Budget in Attachment A is based on the participation rates from January 2015 to December 2015.

- Per participant rate is set by the State WIC Office (FY2017 rate - \$4.42. A 2.7% inflationary increase.) This rate is reviewed annually with yearly budget determination.
- The State Office will generate payment and send to the Provider based on WIC issued checks per month.

b. WIC Clerical Training

- Funding for training time and travel time to training is based on State average clerical rate, including benefits (FY2017- \$15.73. A 2.7% inflationary increase.) This rate is reviewed annually with yearly budget determination.
- Per diem, mileage and lodging for clerical staff attending WIC training, according to county policy, but not exceeding State rates.
- The State Office will generate payment based on completed Monthly Expenditure Reports submitted by the Provider.

c. Other Expenses

- Office rent as specified and approved on Attachment A.
- The State Office will generate payment based on completed Monthly Expenditure Reports submitted by the Provider.

8. Make appropriate facilities available for WIC services to participants within the county.
9. Refer potential applicants to the WIC Program and inform applicants of health services available.
10. Safeguard and maintain the confidentiality of applicants and participants and protect records from loss or use by unauthorized persons.

Provider further agrees that the contents of WIC records shall not be disclosed to anyone other than person directly connected with the administration or enforcement of the program. Person's directly connected with the administration or enforcement of the program whom the state agency determines has a need to know the information for program purposes is outlined in the SD WIC Policy and Procedure Manual 1.09. The manual is located at <http://apps.sd.gov/ph01Icds/ph01icdsnet/index.aspx>.

11. Maintain complete, accurate, documented and current accounting of all program funds received and expended as specified in Attachment A.
12. Provide by the 7th of month the Monthly Expenditure Report for expenses incurred (when applicable). (See attachment B)

13. Maintain and have available for the State's review and audit, all documentation associated with administering this contract. All WIC participants files are property of the State.
 14. In the absence of clerical staff, workout scheduling and reimbursement with another county.
 15. Agree and adhere to the USDA FNS required provisions listed in Attachment C.
 16. Per executive Order 2014-11, all employees providing WIC services must have a flu vaccination by December 1st of each year.
- F. INSURANCE: Provider agrees, at its sole cost and expense, to maintain the following insurance:
1. Commercial General Liability Insurance:
Provider shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this contract or be no less than two times the occurrence limit.
 2. Worker's Compensation Insurance:
Provider shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
 3. Certificates of Insurance:
Before beginning work under this Contract, Provider shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by State.
- G. Provider agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as a result of performing services hereunder. This section does not require Provider to be responsible for or defend against claims or damages arising solely from acts or omissions of the State, its officers, agents or employees.
- H. Provider is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§

17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.

Privacy and Security Requirements

1. As a Business Associate, Provider agrees:
 - a. to be subject to and follow all HIPAA provisions found in 45 CFR 160 and 45 CFR 164, including any potential penalties and/or other consequences relating to a failure to comply with such requirements.
 - b. to use or disclose any Protected Health Information (PHI) solely:
 - i. to meet its obligations in this and any other agreements with State;
 - ii. as required by applicable law, rule or regulation; and
 - iii. as permitted by HIPAA, and any amendments to HIPAA, and subject in particular to limits set forth in 45 CFR § 164.514 (e) (2) (limited data sets) and 45 CFR § 164.502(b) (minimum necessary disclosure requirements);
 - c. to return or destroy all PHI received from, created, or received on behalf of State, at termination of this agreement, or upon request of the DOH, whichever occurs first, or, if such return or destruction is not feasible, to extend the protections of this agreement to the information and limit further uses and disclosures of such PHI;
 - d. to ensure that its agents, including a subcontractor for which Provider has received prior written consent from State pursuant to "Other Provisions" section H to whom it provides PHI received from or created by Provider on behalf of State, agrees to the same restrictions and conditions applicable to Provider, and agrees to implement reasonable and appropriate safeguards to protect all Electronic Protected Health Information (EPHI). Provider also agrees to create and enforce business associate agreements (BAAs) with any and all subcontractors and to monitor such subcontractors for compliance with HIPAA provisions and to take reasonable steps to ensure that its employees' actions or omissions do not cause a breach of the terms of this agreement;
 - e. to notify State of any discovery or a breach of unsecured PHI as defined in the HITECH Act or accompanying regulations pursuant to the terms of 45 CFR § 164.410 and cooperate in State's breach analysis procedures, if requested. A breach shall be treated as

discovered by Provider as of the first day on which such breach is known, or, by exercising reasonable diligence, would have been known, and requires notification to State without unreasonable delay and in no event later than thirty (30) calendar days after discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

- f. to comply with all requirements pursuant to the HITECH Act and its implementing regulations, and all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii). Provider will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act and without a valid authorization from the applicable individual. Provider will not engage in any communication which might be deemed to be “marketing” under the HITECH Act, and will comply with all applicable security requirements in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316.

- 2. Notwithstanding the prohibitions set forth in this agreement, Provider may use and disclose PHI if necessary for its proper management and administration or to carry out its legal responsibilities, provided the following requirements are met:

- a. the disclosure is required by law; or
- b. reasonable assurances are obtained from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed. Such person shall notify Provider of any instances of which it is aware in which the confidentiality of the information has been breached.

- 3. Availability of PHI

Provider further agrees:

- a. to comply with any request for restrictions on certain disclosures of PHI pursuant to 45 CFR § 164.522, as agreed by State and with notice to Provider;
- b. to make PHI available for purposes of accounting of disclosures, as required by 45 CFR § 164.528 and Section 13405(c)(3) of the HITECH Act; and
- c. to cooperate in providing any accounting required on a timely

basis.

V. STATE

- A. State will pay, upon State's satisfaction that services have been completed, up to \$30,410.00.
- B. State will not pay Provider expenses as a separate item.
- C. TOTAL CONTRACT AMOUNT (Not to Exceed) \$30,410.00. Payment will be made consistent with SDCL Ch. 5-26.
- D. State will not be held liable for reimbursement of amounts shown on an itemized billing if not received within 30 calendar days from the close of the month being reported. However, the final invoice of the State of South Dakota fiscal year, ending every year on June 30th, shall be submitted no later than June 9th so payment may be made in the same Fiscal Year as the services are provided.
- E. State agrees to:
 - 1. Administer the WIC Program in accordance with federal regulations and United States Department of Agriculture (USDA), Food and Nutrition Services and the policies and procedures established by the State governing the WIC Program.
 - 2. Provide adequate training to staff and capabilities to operate the WIC Program at the local level including:
 - providing the Provider's clerical personnel with access to WIC Policy and Procedure Manual, on-going WIC Program memos/policy revisions and scheduled Program Trainings.
 - answering Provider clerical personnel's questions regarding the above described Manual and reviewing Provider clerical personnel's work for the purpose of ensuring compliance with federal WIC guidelines.
 - 3. Establish a food delivery system so qualified local retailers may be authorized to provide foods locally to participants.
 - 4. Develop the annual State Plan as required by Federal WIC regulation for WIC program operation and administration.
 - 5. Establish a financial management system and comply with fiscal requirements prescribed by Food and Nutrition Services guidelines and instructions.

6. Provide monthly payment to the Provider based on the number of participants receiving printed WIC checks each month.
7. Provide monthly payment for contract period for expenses incurred and reported on the Monthly Expenditure Report (see Attachment B). This includes payment for training of new clerical staff.

VI. OTHER PROVISIONS

- A. CHOICE OF LAW AND FORUM. The terms and conditions of this contract are subject to and will be construed under the laws of the State of South Dakota. The parties further agree that any dispute arising from the terms and conditions of this contract, which cannot be resolved by mutual agreement, will be tried in the Sixth Judicial Circuit Court, Hughes County, South Dakota.
- B. INTEGRATION. This contract is a complete version of the entire agreement between the parties with respect to the subject matter within this contract and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This contract may be modified or amended only by a writing signed by both parties.
- C. TERMINATION: This contract may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by State for cause at any time, with or without notice.
- D. NOTICE: Any notice or other communication required under this contract shall be in writing and sent to the address set forth above. Notices shall be given by and to the State Contact Person on behalf of State, and by and to the Provider Contact Person on behalf of Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- E. ASSURANCES: The Consultant agrees to abide by all applicable provisions of the following assurances: Lobbying Activity, Byrd Anti Lobbying Amendment (31 USC 1352), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013, American Recovery and Reinvestment Act of 2009, and Section 106 (g) of the Trafficking Victims Protection Act of 2002, as amended (22 U.S.C. 7104) as applicable.
- F. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Provider agrees that neither Provider, nor any of Provider's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Provider will provide immediate written notice to the Department of Health, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Provider, or any of Provider's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Provider further agrees that if this contract involves federal funds or federally mandated compliance, then Provider is in compliance with all applicable regulations pursuant to Executive Order 12549, including Debarment and Suspension and Participants' Responsibilities, 29 C.F.R. § 98.510 (1990).
- G. FUNDING TERMINATION: This contract depends upon the continued availability of appropriated funds and expenditure authority from Congress, the Legislature or the Executive Branch for this purpose. This contract will be terminated for cause by State if Congress, the Legislature or Executive Branch fails to appropriate funds, terminates funding or does not grant expenditure authority. Funding termination is not a default by State nor does it give rise to a claim against State.
- H. NONASSIGNMENT/SUBCONTRACTING: Provider shall not assign this contract, or any portion thereof, without the prior written consent of State. Provider's assignment or attempted assignment of this contract, or any portion thereof, without State's prior written consent constitutes a material breach of contract. The Provider may not use subcontractors to perform the services described herein without the express prior written consent of State. Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage in a manner consistent with this Agreement. Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

- I. FEDERAL AND STATE LAWS: Provider agrees that it will comply with all federal and state laws, rules and regulations as they may apply to the provision of services pursuant to this contract, including the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendment thereto, Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act. Both parties further agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.
- J. OWNERSHIP: All reports, recommendations, documents, drawings, plans, specifications, technical data and information, copyrights, patents, licenses, or other products produced as a result of the services rendered under this contract, excluding medical records kept in the normal course of Provider's business, will become the sole property of State. State hereby grants Provider the unrestricted right to retain copies of and use these materials and the information contained therein in the normal course of Provider's business for any lawful purpose. Either the originals, or reproducible copies satisfactory to State, of all technical data, evaluations, reports and other work product of Provider shall be delivered to State upon completion or termination of services under this contract.
- K. REPORTING OF PERSONAL INJURIES AND/OR PROPERTY DAMAGE: Provider agrees to report promptly to State any event encountered in the course of performance of this contract which results in injury to the person or property of third parties, or which may otherwise subject Provider or State to liability. Reporting to State under this section does not satisfy Provider's obligation to report any event to law enforcement or other entities as required by law.
- L. SEVERABILITY: In the event that any term or provision of this contract shall violate any applicable law, such provision does not invalidate any other provision hereof.
- M. AUDIT REQUIREMENTS:
(EXPENDING \$750,000 OR MORE)
A nonprofit provider, (as well as profit hospitals) (Provider), expending \$750,000 or more in one year in Federal awards, must have an annual audit made in accordance with 2 CFR Chapter I, Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- All audits must be conducted by an auditor approved by the Auditor General to perform the audit. Approval may be obtained by forwarding a copy of the audit engagement letter to the Department of Legislative Audit, 427 South Chapelle, c/o 500 East Capitol, Pierre, SD 57501-5070. On continuing engagements, the Auditor General's approval should be obtained annually. The auditor must follow the Auditor General's guidelines when conducting the audit. The draft audit report must be submitted to the Auditor General for approval prior to issuing the final report. The auditor must file the requested copies of the final audit report with the Auditor General. Audits shall be completed and filed with granting agencies by the end of the ninth month following the end of the fiscal year being audited or 30 days after receipt of the auditor's report, whichever is earlier. If it appears that a required audit cannot be completed by the end of the ninth month following your fiscal year, you must request an extension from the federal agency for which the majority of federal expenditures relates.
- Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completed satisfactorily.
- N. FORCE MAJEURE: Neither Provider nor State shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract, "force majeure" means acts of God, acts of the public enemy, acts of the State and any governmental entity in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather.
- O. CONTRACT ORIGINAL AND COPIES: An original of this contract will be retained by the State Auditor's Office. A photocopy will be on file with the South Dakota Department of Health and a second original will be sent to Provider.
- P. RECORD RETENTION/EXAMINATION: Provider agrees to maintain all records that are pertinent to this contract and retain them for a period of three years following final payment against the contract. State agrees to assume responsibility for these items after that time period. These records shall be subject at all reasonable times for inspection, review or audit by State, other personnel duly authorized by State, and federal officials so authorized by law.
- Q. LICENSING AND COMPLIANCE: The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Provider will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.
- R. CONFIDENTIALITY OF INFORMATION: For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Provider by the State. Provider acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Provider shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State

Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Providers except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Provider is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Provider shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Provider; (ii) was known to Provider without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Provider without the benefit or influence of the State's information; (v) becomes known to Provider without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Provider understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Provider acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Provider will be required to undergo investigation.

- S. CONFLICT OF INTEREST: Provider agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.
- T. RECYCLING. State strongly encourages Provider to establish a recycling program to help preserve our natural resources and reduce the need for additional landfill space.
- U. SMOKE FREE WORK PLACE: Provider agrees that no person may smoke tobacco or carry any lighted tobacco product in any public place or place of employment where any services pursuant to this contract are rendered. SDCL §§ 22-36-2 to 22-36-4.
- V. CIVIL RIGHTS POLICY PROVISION: Both parties agree to provide services covered by this contract without regard to race, color, national origin, sex, age or disability as prohibited by state or federal law.

All parties further agree for Supplemental Nutrition Program for Women, Infants and Children (WIC) purposes to comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000 d et. seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et. deq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. deq.), and all provisions on non-discrimination, by implementing regulations of the Department of Agriculture that ensure no person shall, on the grounds of race, color, national origin, sex, age or disability, be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination under the WIC Program.

- W. AMERICANS WITH DISABILITIES ACT: Provider agrees to provide all services required in this contract in compliance with the Americans With Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, and any amendments thereto.

The parties signify their agreement by signing below.

 Colleen Winter, Director
 Family & Community Health
 Department of Health

 Date

 Provider Signature

 Date

 Print or Type Provider Name

Kari J. Williams
Administrator, Financial Management
Department of Health

Date

State Contact Person: Emily Paulsen

Phone: 773-4988

Provider Contact Person: _____

Phone: _____

The following shall be completed by the Subrecipient:

Nonprofit Profit

Subrecipient fiscal year beginning _____ and ending _____

The following shall be completed by the State:

MSA Account code 5 2 0 6 5 7 0 _____

Fund Source Name: WIC Federal	Fund Source Name: FCHS	Fund Source Name:
CFDA No: 10.557	CFDA No:	CFDA No:
Program: 0904004113WC	Program: 0904004-	Program: 0901001-
CO: 2018-Federal \$29,270.00	CO: 2018-Federal	CO: 2018-Federal
3047-Other	3047-Other \$1,140.00	3047-Other
1000-General	1000-General	1000-General

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

05/11/16
EM050416

Attachment A

FY2017 Budget

County Name: Brookings County

WIC BUDGET

June 1, 2016 to May 31, 2017 (6,396 participants used@ rate of \$4.42)	\$ 28,270.00
WIC Clerical Training	\$ 1,000.00
WIC Clerical Travel Expenses for travel to WIC clinics	\$ -
Other	\$ -
Total WIC Budget Amount	\$ 29,270.00
CHS - Office rent budget (\$95.00 per month)	\$ 1,140.00
TOTAL BUDGET	\$ 30,410.00

Attachment B

SD DEPARTMENT OF HEALTH - WIC PROGRAM MONTHLY EXPENDITURE REPORT

WIC LOCAL AGEONY (County Name): Brookings County
 TOTAL CONTRACT Budget: \$ 30,410.00

Contract #: 17SC090531
 MONTH/YEAR SERVICES PROVIDED: June-2016

ACTUAL EXPENDITURES FOR REPORTING MONTH

Clerical Hours				Benefit Expenses			
Site	Hrs. Worked	Rate Per Hr.	Total				
	0	\$ -	\$ -	Annual Leave	\$ -	Social Security	\$ -
	0	\$ -	\$ -	Insurance	\$ -	Work. Comp	\$ -
	0	\$ -	\$ -	Retirement	\$ -	Federal	\$ -
	0	\$ -	\$ -	SUTA	\$ -	TOTAL BENEFITS	\$ -
TOTAL			\$ -	Sick Leave	\$ -	TOTAL PERSONNEL	\$ -

CLERICAL TRAVEL TIME TO COVER ANOTHER CLINIC				Per Diem			
Clerical Hours				Mileage	Miles	Rate	Total
Site	Travel Hrs.	Rate Per Hr.	Total				
	0	\$ 15.73	\$ -		0	\$ -	\$ -
	0	\$ 15.73	\$ -	Mileage cannot exceed state rate of \$.42 per mile			
	0	\$ 15.73	\$ -	Meals	Total	Meals cannot exceed state rates:	
Total			\$ -		\$ -	\$6 bkfast: leave before 5:31 a.m. or return after 7:59 a.m.	
						\$11 lunch: leave before 11:30 a.m. or return after 12:59 p.m.	
						\$15 Dinner: leave before 5:30 p.m. or return after 7:59 p.m.	
# of trips to clinic				TOTAL CLINIC TRAVEL EXPENSES			
				\$ -			

CLERICAL TRAINING EXPENSES (113WC)				Per Diem (Mileage cannot exceed state rate of \$.42 per mile)			
Staff Name	Hrs. traveled + training time	Rate per Hr	Total	Mileage	Miles	Rate	Total
	0	\$ 15.73	\$ -				
	0	\$ 15.73	\$ -		0	\$ -	\$ -
	0	\$ 15.73	\$ -	Meals	Total	Meals cannot exceed state rates:	
	0	\$ 15.73	\$ -		\$ -	\$6 bkfast: leave before 5:31 a.m. or return after 7:59 a.m.	
						\$11 lunch: leave before 11:30 a.m. or return after 12:59 p.m.	
						\$15 Dinner: leave before 5:30 p.m. or return after 7:59 p.m.	
# of trips to clinic				TOTAL CLERICAL TRAINING EXPENSES			
				\$ -			

OTHER EXPENSES (Specify)	\$	-
(OFCHS753) Rent	\$	-

Reason for increased Hours (Training title, place & dates attended is required. If Regional training, list % of training costs charged to WIC)

TOTAL MONIES TO BE REIMBURSED: \$ -

I hereby certify that the above expenditures were incurred in activities approved under the contract with the South Dakota Department of Health.

Health Professional Signature	Date	Regional Manager Signature	Date
County Auditor Signature	Date		

Attachment C

The Consultant must comply with the following USDA FNS Required provisions:

Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

The Clean Air Act, Section 306:

No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

a. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

b. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

c. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

d. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

The Clean Water Act:

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

The Anti-Lobbying Act:

This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

Americans with Disabilities Act:

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

Drug Free Workplace Statement:

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
- d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Debarment, suspension, and other responsibility matters:

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

a. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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