

**Minnesota Department of Health  
Community Health Board Grant Project Agreement**

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health (“STATE”) and CITY OF BLOOMINGTON CHB, an independent organization, not an employee of the State of Minnesota, address 1800 W. Old Shakopee Rd, Bloomington, MN 55431, (“GRANTEE”).

1. Under Minnesota Statutes 144.0742, the STATE is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services; and
2. The STATE and the GRANTEE have entered into Master Grant Contract number 12-700-00077 (“Master Grant Contract”) effective January 1, 2015 or subsequent Master Grant Contracts and amendments and supplements thereto; and
3. The STATE and the GRANTEE have entered into a WIC Grant Project Agreement for Community Health Boards and effective January 1, 2016 (“WIC Grant Contract”); and
4. The STATE, pursuant to Minnesota Statutes 145.894(b) and Minnesota Rules 4617.0030, is authorized to enter into contractual agreements for the administration of the WIC PEER BREASTFEEDING SUPPORT Program (hereinafter “PBS”) as part of the Minnesota Special Supplemental Nutrition Program for Women, Infants, and Children grant; and the Food and Nutrition Service of the U.S. Department of Agriculture (hereinafter USDA) has promulgated Title 7, Code of Federal Regulations (hereinafter 7 C.F.R.), Part 246, under Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. 1786), to carry out the WIC Program (CFDA #10.557) authorizes the STATE to carry out the WIC PEER BREASTFEEDING SUPPORT Program; and
5. The GRANTEE represents that it is duly qualified and willing to perform the duties described in this grant project agreement to the satisfaction of the STATE. Pursuant to Minnesota Statutes Section 16B.98, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

NOW, THEREFORE, it is agreed:

**1. *Incorporation of Master Grant Contract.***

- A. All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

**2. *Term of Agreement.***

**2.1 *Effective date.*** This grant project agreement shall be effective on January 1, 2016, **or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State’s Authorized Representative has notified the GRANTEE that work may commence.**

**2.2 *Expiration date*** December 31, 2020, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

**3. Grantee's Duties and Responsibilities.**

- A. The GRANTEE shall: Administer a WIC Peer Breastfeeding Support Program within its designated service area or population in an efficient and effective manner and in compliance with: the most recent edition of the Minnesota WIC Program Operations Manual (hereinafter MOM); Minnesota Rules Chapter 4617; 7 C.F.R. Parts 15, 15a, 15b, 246 and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and USDA guidelines and instructions
- B. The GRANTEE'S Application for the Administration of a Local WIC PBS Program, January 1, 2016 to December 31, 2020 ("GRANTEE'S Application"), as may be amended by written agreement between the parties, is hereby made a part of this grant project agreement, and includes GRANTEE'S designated service area or population. In cases of conflict between this grant project agreement and the GRANTEE'S Application, this project agreement shall govern.
- C. Complete the duties set forth in Exhibit A, which is attached and incorporated in this grant project agreement.
- D. Employ sufficient peer counselors capable of performing duties, in accordance with Exhibit A, MOM, Minnesota Rules Chapter 4617, and 7 CFR Part 246.
- E. Determine eligibility for persons eligible for participating in the WIC PBS Program according to established referral procedures.
- F. Reimburse the STATE for payments paid to the GRANTEE pursuant to Clause 4 of this grant project agreement for costs found to be in excess of the GRANTEE'S written grant letters; for costs deemed to be improper, unallowable, or undocumented as the result of an audit, review, or other examination. See Exhibit B: Allowable Costs, which is attached and incorporated in this grant project agreement.
- G. Maintain complete, accurate, documented and current program and fiscal records and files, on a federal fiscal year basis (October 1st through the following September 30th), in accordance with State financial management requirements, Rules, policies and procedures, 7 CFR Parts 246 and 3015 to 3019, 45 CFR Part 92, and USDA guidelines and instructions, including source documentation to substantiate WIC PBS Program activities and expenditures made under the terms of this grant project agreement.
- H. Submit financial reports in a form prescribed by the STATE.
  1. The GRANTEE shall provide the STATE a completed Claim for Reimbursement/Report of Expenditures form, which includes: a summary of the funds actually expended during the report period (calendar quarter) by budget line item, and the amount of funds expended federal fiscal year-to-date (October 1<sup>st</sup> through September 30<sup>th</sup>). Claims for Reimbursement are due the 3<sup>rd</sup> Friday after the end of the calendar quarter or the date indicated on the most recent claim form provided by the STATE.
  2. The GRANTEE shall provide the STATE with an annual budget by the deadline specified by the STATE. The STATE shall specify the deadline in a letter to be mailed or e-mailed to the GRANTEE at least four weeks before the deadline. The annual budget must indicate the GRANTEE'S federal fiscal year (October 1<sup>st</sup> through September 30<sup>th</sup>) anticipated costs, and all budget data prescribed by the STATE in its letter to GRANTEE.
- I. Submit timely reports to STATE, as specified in MOM, as requested by STATE, or as required by Exhibit A.

- J. During normal working hours, provide access to authorized representatives or agents of USDA, the Department of the Comptroller General of the United States, the STATE, the Legislative Auditor, the State Auditor, and any independent auditor designated by the STATE, to the GRANTEE'S records, documents, financial statements, and accounting procedures and practices related to this grant project agreement for purposes of inspecting, auditing, or copying, and as may be necessary for the State to comply with the Single Audit Act of 1984, as amended (31 U.S.C. section 7501 et seq.), 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- K. Maintain records sufficient to reflect all costs incurred by the GRANTEE in its performance of this grant project agreement.
- L. Use the STATE's WIC computer system to maintain participant records on file and have records available for review, audit, and evaluation.
- M. Comply with the following statutes and the regulations adopted under them, to the extent that these statutes and regulations are applicable to the GRANTEE: (1) Title VI of the Civil Rights Act of 1964, United States Code, title 42, sections 2000d to 2000d-4a, as amended; (2) Title IX of the Education Amendments of 1972 United States Code, title 20, sections 1681 to 1688, as amended; (3) section 504 of the Rehabilitation Act of 1973, United States Codes, title 29, section 794, as amended; (4) the Age Discrimination Act of 1975, United States Code, title 42, sections 6101 to 6107, as amended; and (5) the Americans with Disabilities Act of 1990, United States Code, title 42, sections 12101 to 12213, as amended.
- N. Ensure that the GRANTEE does not discriminate against any person on the grounds of race, color, national origin, age, sex, or disability.
- O. To permit the effective enforcement of clauses 3 (M) and (N) of this grant project agreement, compile data, maintain records, and submit reports as required by the STATE.
- P. Ensure that all new GRANTEE peer staff be trained as specified in MOM, Section 6.12.
- Q. Prohibit smoking in the space used to carry out the WIC PBS Program during the time any aspect of WIC PBS services are performed.
- R. Cooperate with the STATE in connection with monitoring reviews performed under 7 C.F.R. § 246.19(b).
- S. If the STATE'S report of a monitoring review of the GRANTEE contains a finding of program noncompliance, the GRANTEE shall submit to the STATE a corrective action plan, including implementation timeframes, by the deadline specified by the STATE.
  - 1. If the STATE disapproves the corrective action plan, the GRANTEE shall submit to the STATE, by the deadline specified by the STATE, another corrective action plan that addresses the reasons for disapproval.
  - 2. If the STATE approves a corrective action plan, the GRANTEE shall comply with the plan.
- T. Ensure that no conflict of interest exists between the GRANTEE and the STATE.
- U. Ensure that WIC conflict of interest policies are followed by GRANTEE and peer counselors.

#### **4. Consideration and Payment.**

*4.1 Consideration.* The STATE will pay for all services performed by the GRANTEE under this grant project agreement as follows:

*(a) Compensation.* The GRANTEE will be paid through yearly funding letters based on available funding in consideration for all services performed by the GRANTEE pursuant to this grant project agreement, not to exceed an amount established in written funding letters. The GRANTEE will be reimbursed on a quarterly basis based on claimed expenses as outlined in 3(H)(1) of this grant project agreement.

*(b)* The state reserves the right to reduce funding for the GRANTEE if the GRANTEE is not in compliance with WIC PBS program requirements and/or not determined to be using their peer funds in a prudent and appropriate manner and/or it's determined that a reduced amount of funding will be sufficient to sustain the PBS program

#### *4.2 Terms of Payment.*

The STATE agrees to:

- A. Provide base funding in an amount which is determined periodically based upon available federal funds, in consideration for all services performed by the GRANTEE pursuant to this grant project agreement, not to exceed an amount established in written funding letters, which upon execution by the STATE shall be incorporated into this grant project agreement. Such payment for services shall be contingent upon receipt of funds from USDA, a properly submitted Claim for Reimbursement/ Report of Expenditures form from the GRANTEE, and the acceptance of such services by the STATE'S Authorized Representative pursuant to Clause 7 of this grant project agreement. The STATE may, at the option of the STATE, withhold from such payment any or all amounts for which the GRANTEE is required to reimburse the STATE under Clause 3 (F) of this grant project agreement.
- B. Make payments from federal funds obtained by the STATE through Title 7, Part 246 of the Child Nutrition Act of 1966 (42 U.S.C. section 1786) and amendments thereto.
- C. Provide technical assistance and consultation to enable the GRANTEE to establish and administer a WIC PBS Program.
- D. Provide appropriate training for peer management staff, forms and materials necessary to establish and administer a WIC PBS Program.
- E. Provide access to 7 CFR Part 246, the Minnesota WIC Program Operations Manual, Minnesota Rules Chapter 4617, State policies and procedures, and other instructions and guidelines on a timely basis necessary to establish and administer a WIC PBS Program.

**5. Conditions of Payment.** All services provided by GRANTEE pursuant to this grant project agreement must be performed to the satisfaction of the STATE, as determined in the sole discretion of its Authorized Representative. Further, all services provided by the GRANTEE must be in accord with all applicable federal, state, and local laws, ordinances, rules and regulations.

**6. Ownership of Equipment.** Disposition of all equipment purchased under this grant project agreement shall be in accordance with Code of Federal Regulations, Title 45, Part 74, Subpart C. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment, including title, to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

**7. Authorized Representatives.**

*7.1 STATE's Authorized Representative.* The STATE's Authorized Representative for purposes of administering this grant project agreement is Betsy Clarke, WIC Program Director, Minnesota Department of Health, 85 East 7<sup>th</sup> Place, PO Box 64882, St. Paul, MN 55164-0882, phone 651-201-4403, or her successor, and has the responsibility to monitor the GRANTEE's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE's Authorized Representative will certify acceptance on each invoice submitted for payment.

*7.2 GRANTEE's Authorized Representative.* The GRANTEE's Authorized Representative is James D. Verbrugge, City Manager, 1800 W. Old Shakopee Rd, Bloomington, MN 55431 or his/her successor. The GRANTEE's Authorized Representative has full authority to represent the GRANTEE in fulfillment of the terms, conditions, and requirements of this grant project agreement. If the GRANTEE selects a new Authorized Representative at any time during this grant project agreement, the GRANTEE must immediately notify the STATE's Authorized Representative.

**8. Termination.**

*8.1 Termination by the STATE.* The STATE or GRANTEE may cancel this grant project agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. Should this project agreement be completed or expire, terminate, or be cancelled on or before December 31, 2020 and in the absence of the STATE and GRANTEE entering into a subsequent grant project agreement under which GRANTEE will immediately continue to administer the WIC Peer Breastfeeding Support Program, the GRANTEE shall, within forty-five (45) days of the effective date of termination or cancellation:

1. Liquidate all unpaid obligations related to the WIC Peer Program incurred prior to the end of the project agreement and submit a detailed accounting of these cumulative expenditures to the STATE;
2. Remit to the STATE all texts, equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the GRANTEE in the performance of its obligations under this project agreement and related to and funded in part or whole by the STATE.

*8.2 Termination for Cause.* If the GRANTEE fails to comply with the provisions of this grant project agreement, the State may terminate this grant project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

*8.3 Termination for Insufficient Funding.* The STATE may immediately terminate this grant project agreement if it does not obtain funding from USDA funds; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant project agreement. Termination must be by written (e-mail, facsimile or letter) notice to the GRANTEE. The STATE is not obligated to pay for any work performed after notice and effective date of the termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE receiving notice of the same

*8.4* Should the State or Grantee terminate the WIC Project Agreement prior to December 31, 2020, this grant project agreement shall also be terminated.

**9. Other Provisions.**

**9.1 OWNERSHIP OF EQUIPMENT; INSURANCE ON AND LIABILITY FOR EQUIPMENT.**

Notwithstanding anything in the MASTER GRANT CONTRACT, any equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the GRANTEE in the performance of its obligations under this project agreement and related to and funded in part or whole by the STATE (hereinafter collectively referred to as the "Equipment"), shall be the exclusive property of the STATE and all of the Equipment shall be remitted to the STATE by the GRANTEE upon completion, termination, or cancellation of this project agreement. The GRANTEE shall not use, willingly allow, or cause to have the Equipment used for any purpose other than performance of the GRANTEE'S obligations under this project agreement, without the prior written consent of the STATE.

9.2 The GRANTEE shall maintain insurance on all of the Equipment at all times unless and until the STATE receives all of the Equipment upon completion, termination, or cancellation of this project agreement. The insurance maintained by the GRANTEE shall cover all loss or damage to the Equipment caused by theft, vandalism, fire, or other casualty, and shall be in an amount sufficient to cover replacement of all Equipment with substantially identical items. In the event of any loss of or damage to any of the Equipment, including any loss or damage caused by GRANTEE or its agents or employees and any loss or damage from theft, vandalism, fire, or other casualty, the GRANTEE shall, at the expense of the GRANTEE, fully repair all damaged Equipment and replace all lost Equipment with substantially identical items. The GRANTEE shall not use any funds from the STATE to repair or replace any lost, stolen, or damaged Equipment.

9.3 In the event of any computer breakdowns, including any malfunction of computer hardware or software or both, the GRANTEE shall contact the Service Provider contracted by the STATE to fully repair or, if necessary, replace the computer hardware or software or both to enable the computer hardware and software to operate properly. The GRANTEE shall not, without the prior written consent of the STATE, modify the Equipment that is computer equipment or computer software.

**9.4 OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

1. Notwithstanding anything in Clause 10 of the MASTER GRANT CONTRACT, STATE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant project agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

2. The GRANTEE hereby assigns to the STATE all rights, title and interest to the MATERIALS. GRANTEE shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this grant project agreement by the GRANTEE, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the GRANTEE upon completion, termination, or cancellation of this grant project agreement. The GRANTEE, its employees and any subgrantees, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the GRANTEE'S obligations under this grant project agreement without the prior written consent of the STATE'S Authorized Representative.

3. GRANTEE represents and warrants that MATERIALS produced or used under this grant project agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant project agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in GRANTEE'S or the STATE'S opinion is likely to arise, GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

9.5 DISPUTES REGARDING REIMBURSEMENT BY GRANTEE. If there is a dispute regarding whether or not the GRANTEE must reimburse the STATE any moneys under clause 3 (F) of this grant project agreement, and if the WIC Program Director decides that the GRANTEE is required to reimburse the STATE in any amount, then the STATE may, at its option, withhold payment under Clause 4 of this grant project agreement, regardless of whether or not GRANTEE has requested an administrative hearing under Clause 13 of the MASTER GRANT CONTRACT.

9.6 PAYMENTS MAY BE INSUFFICIENT. GRANTEE understands that payments from the STATE under this project agreement may not be sufficient to pay all expenses incurred by the GRANTEE in performing services pursuant to this grant project agreement. If payments from the STATE are insufficient to pay all such expenses, this shall not relieve the GRANTEE of any of its duties under this grant project agreement.

9.7 GRANTEE shall not assign, transfer, or subcontract any rights or obligations under this grant project agreement without the prior written consent of the STATE. The GRANTEE is responsible for holding any subcontracting entities to the same standards required of the GRANTEE in this grant project agreement.

9.8 Data Privacy Practices: The GRANTEE and the STATE must comply with 7 CFR Part 246.26, the Minnesota Government Data Practices Act, and MOM as it applies to all WIC data created, collected, received, stored, used, maintained, or disseminated as a part of this grant project agreement. WIC data that individually identify an applicant or participant and/or family member(s) are private data and must be protected as such.

**10. *Survival of Terms.*** The following paragraphs survive the expiration or cancellation of this grant project agreement: 9.4 Ownership of Materials and Intellectual Property Rights; and 9.5 Disputes Regarding Reimbursement by GRANTEE

IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

*The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

2. STATE AGENCY

*Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

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

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

Title: Its Mayor

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: Its City Manager

Date: \_\_\_\_\_

Reviewed and approved by the City Attorney.

\_\_\_\_\_

*Distribution:*

- MDH (Original fully executed Grant Project Agreement)
- Grantee
- State Authorized Representative

### **Exhibit A: GRANTEE'S DUTIES**

#### **Grantee shall:**

1. Provide peer breastfeeding services to WIC participants within the CITY OF BLOOMINGTON CHB service area. The grantee with notify the STATE if any changes occur in the service area. The STATE reserves the right to adjust the amount to the expenditure plan and budget based on changes in the service area.
2. Ensure that the peer support provided will *supplement* the breastfeeding education and support currently provided by WIC. The required breastfeeding and nutrition education contacts must still be provided. Acceptance of the grant and adding peer support to your agency's WIC services must not compromise the required WIC nutrition education or breastfeeding contacts.
3. Submit a yearly work plan in a format provided by the STATE that includes activities and events leading to the outcomes identified below. The work plan shall be submitted by December 31<sup>st</sup> of each calendar year or as indicated by the STATE WIC Peer Coordinator. If the GRANTEE does not revise the proposed work plan or if the revised work plan is not approved by the STATE, then the STATE shall terminate this grant project agreement effective January 31 of the fiscal year for which the then-current work plan and budget plan are written, notwithstanding Clause 8.2 of WIC PEER GRANT CONTRACT. The STATE shall mail, by certified mail, return receipt requested, written notice of such termination to the GRANTEE at its last known address. Outcomes for work plan:
  - A. The WIC PBSP is implemented to increase breastfeeding support available to WIC participants, and in compliance with FNS requirements and STATE policy.
  - B. Current staffing levels and expected numbers of participants being served by peer staff are provided.
  - C. Peer services are available outside usual clinic hours and environment.
  - D. Management and coordination of the peer program is sufficient.
  - E. Adequate supervision and monitoring (spot checks) of peer counselors is provided.
  - F. WIC peer services are integrated with other WIC services.
  - G. Community partnerships and outreach are established to enhance the effectiveness of the peer program.
  - H. Training and continuing education for peers and peer managers/coordinators is conducted and ongoing.
  - I. Access to managers/coordinators and International Board Certified Lactation Consultant (IBCLC) for assistance is provided for problems outside the peers' scope of practice.
  - J. Peer breastfeeding support program is evaluated and data is entered into WIC computer system in a timely manner.
  - K. The GRANTEE may fulfill any of its obligations under this grant project agreement through subcontractors.

4. Submit an annual budget and budget narrative in the format provided by the STATE WIC Peer Coordinator for the subsequent federal fiscal year. Funding will be determined by the STATE office yearly based on availability of USDA FNS funding. The budget shall be submitted to the STATE WIC Peer Coordinator by **August 1**, and revisions, if required by the STATE, shall be submitted by August 15. Funding notifications will be sent in September or earlier if available to local agency coordinators and directors.
5. Support the goals and development of the WIC Peer Program by providing evaluation of and feedback about the program. Complete and submit an interim **progress report** as requested by the STATE or USDA, including, but not limited to any required contracts or similar agreements; the number of peers and participants served; updates about the peer program; comments from peers, participants and WIC staff, and recommendations for others who are interested in peer breastfeeding support. The mid-year progress report is due to the STATE WIC Peer Coordinator by March 31 or as indicated by the Peer Coordinator.
6. Assign adequate staff to manage and implement the WIC Peer Program, provide supervision and back-up for peer breastfeeding support staff and assure that peer support staff meet the Food and Nutrition Service (FNS) definition of breastfeeding peer support.
7. Provide the STATE's Authorized Representative with written notification of changes in key staff, including the IBCLC, supervisor(s) and peer program manager.
8. Participate in the **two required** in-state meetings per year and send appropriate staff, or approved alternate staff, who will be involved in implementing the peer support program and identified in the local agency grant application.
9. Provide initial and ongoing training for peer support staff as identified in the work plan. Include confidentiality/data practices in training for peer support staff.
10. Submit invoices for project expenses and progress reports by due date and maintain records/time studies to document time spent on this grant project agreement.
11. Maintain records sufficient to reflect all costs incurred by the GRANTEE in its performance of this grant project agreement.
12. Have an IBCLC, or other designated staff who has been trained in lactation management, available to peer support staff, at a minimum by phone, after regular hours, as designated in work plan, to handle questions that are beyond the scope of the peer support staff, and available to travel to all sites included in this grant project agreement, if needed.
13. Have all WIC Peer Program staff review background materials on peer support, including the materials from the latest USDA training. Materials are available from the State WIC Program.
14. Use the FNS "Loving Support through Peer Support" training curriculum for providing peer training. Documentation of initial and ongoing training must be maintained and made available for review. The FNS "Loving Support through Peer Support" training curriculum is available through the State WIC Program.
15. Have documentation of meetings and trainings for peer support staff, records of peer spot checks and review of contact forms. Documentation are maintained and available to State WIC staff for review upon request.

16. If GRANTEE will fulfill any of its obligations under this grant project agreement through a subcontractor, provide a signed copy of any subcontracts this agreement to the STATE's Authorized Representative.

**EXHIBIT B: ALLOWABLE COSTS**

These funds are earmarked by FNS for WIC breastfeeding peer support programs and may only be used to develop activities necessary to sustain a successful peer support program. Allowable costs include:

- Compensation for peer counselor managers, counselors and peer support staff as long as charges are supported by appropriate time studies or logs.
- Related costs such as training costs; communication expenses for participant contacts; travel for home and hospital visits; recruitment of peer counseling staff; purchase of demonstration materials.

All costs must be properly supported by paid invoices and usage logs. Items and materials for general distribution to WIC participants (with the exception of materials to promote the peer counseling program,) are not allowable costs under this funding.