

**ADDENDUM
TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE
INTER TRIBAL COUNCIL OF ARIZONA, INC.
AND
<Tribe>
FOR THE
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM
FOR WOMEN, INFANTS AND CHILDREN**

WIC BREASTFEEDING PEER COUNSELING PROGRAM

October 1, 20xx through September 30, 20xx

This ADDENDUM is made and entered into by THE INTER TRIBAL COUNCIL OF ARIZONA, INC. (ITCA) and the <TRIBE> in order to set forth certain additional terms and conditions for the Tribe to be eligible to participate in the WIC Breastfeeding Peer Counselor (BFPC) Program and to receive WIC Breastfeeding Peer Counseling Funds pursuant to the Tribe's existing authority to administer a Tribal WIC program pursuant to the MEMORANDUM OF AGREEMENT BETWEEN THE INTER TRIBAL COUNCIL OF ARIZONA, INC. AND the <TRIBE> FOR THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC MOA). In consideration of the mutual promises and representations set forth in this Addendum, ITCA and the Tribe agree as follows:

WHEREAS, Funding for Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) is authorized by Congress through Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. § 1786, *et seq.*), as amended, and funds for such programs to state agencies are made available through the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS); and

WHEREAS, The Secretary of Agriculture is authorized to make grants to "State Agencies" for the purpose of administering a WIC Program; and

WHEREAS, The definition of the law, under 7 CFR Part 246.2, for state agency includes "an Indian tribe, band or group recognized by the Department of the Interior; an intertribal council or group which is the authorized representative of Indian tribes, bands or groups recognized by the Department of the Interior and which has an ongoing relationship with such tribes, bands or groups for other purposes and has contracted with them to administer the programs," and

WHEREAS, ITCA as a State Agency, and in accordance with 7 CFR Part 246.6(a), is required to enter into a signed WIC MOA with each local agency (here the Tribe) that sets forth

the local agency's responsibilities for program operations as prescribed in 7 CFR Part 246.6(b), and

WHEREAS, The Tribe and the ITCA, in accordance with 7 CFR Part 246.6(a), have entered into the WIC MOA pursuant for the administration of the WIC Program as required by 7 CFR Part 246.2; and

WHEREAS, ITCA has determined that the Tribe is also eligible to administer the WIC Breastfeeding Peer Counselor (BFPC) Program and to receive WIC Breastfeeding Peer Counseling funds which are intended to assist local WIC programs to implement and maintain effective Breastfeeding Peer Counseling Programs to promote and support breastfeeding among WIC participants.

NOW THEREFORE, the Parties to this Addendum mutually agree upon the following:

I. RESPONSIBILITIES OF THE TRIBE

A. Services Overview

1. The Tribe agrees to administer the WIC BFPC PROGRAM within the project area identified and approved in the WIC application packet (as shown in **Attachment A** to the WIC MOA) in conformance with all of the requirements of the WIC MOA, the requirements of section 17 of the Child Nutrition Act of 1966, (42 U.S.C. § 1786 *et seq.*), 7 CFR Part 246, the ITCA WIC Program Policy and Procedure Manual, and all other applicable provisions of law and any revisions thereto that may occur during the term of the WIC MOA and this Addendum.
2. The BFPC PROGRAM shall be conducted in accordance with the fiscal and operational requirements contained in the WIC MOA and the ITCA WIC Program Policy and Procedure Manual available on the ITCA website at www.itcaonline.com/wic. ITCA reserves the right to revise the WIC Program Policy and Procedure Manual during this grant period.
3. All BFPC PROGRAM services shall be documented using the Share Tribal Automated Reporting System (STARS) and other applicable forms or software programs provided by ITCA as outlined more completely in, among other things, the WIC MOA.
4. In the event there is a conflict between the provisions contained in this Addendum and the provisions contained in the WIC MOA, the conflict shall be promptly submitted to the ITCA for review and the issuance of a written determination resolving the conflict.

B. Participant Eligibility

1. All pregnant, breastfeeding women, and infants are eligible for the BFPC PROGRAM once they meet the criteria set forth in the ITCA WIC Policy

and Procedure Manual and are considered WIC participants under the terms of a current WIC MOA.

2. The Tribal WIC Program shall identify potential BFPC PROGRAM participants during routine eligibility screening of WIC applicants. Once identified, the potential BFPC PROGRAM participants will be informed of the BFPC PROGRAM and referred to the BFPC PROGRAM (if desired). If referred to the BFPC PROGRAM, the participants will be contacted and provided breastfeeding promotion and support services according to the ITCA WIC Policy and Procedure manual and WIC MOA.

C. Staffing

1. The Tribal WIC BFPC PROGRAM shall at all times employ peer counselors who meet the following criteria:
 - a. Counselors shall be identified as women who come from the target population (*i.e.* American Indian) and who have a background similar to the majority of WIC clients to be served by the Tribal WIC BFPC PROGRAM;
 - b. Counselors shall have participated in, be currently participating in or would be eligible to participate in the WIC Program;
 - c. Counselors shall have successfully, exclusively breastfed a child for at least one year; and
 - d. Counselors shall not currently be formula feeding an infant.
2. The peer counselors must be trained by ITCA or its authorized trainer using the *Loving Support* curriculum model to provide breastfeeding support and education as described in the ITCA WIC Policy and Procedure Manual.
3. ITCA must approve employment of all BFPC PROGRAM peer counselors prior to hire and/or prior to each new funding cycle.
4. The Tribal WIC BFPC PROGRAM shall designate an International Board Certified Lactation Consultant (IBCLC) to accept referral of mothers experiencing complex issues outside the scope of the peer counselors (Breastfeeding Expert). The BFPC PROGRAM shall also set up a referral system with the Breastfeeding Expert. In the event an IBCLC is not available to be designated by the Tribe, the Tribe may designate a consultant with similar training and experience as its Breastfeeding Expert, so long as the consultant is approved in advance by ITCA.

D. Breastfeeding Counseling and Support

1. Peer counselors shall provide appropriate breastfeeding education, support and/or follow-up to BFPC PROGRAM participants, and shall document all services until services are no longer needed or desired.
2. In conformance with the WIC MOA, Tribal WIC Program staff will refer

BFPC PROGRAM clients to the peer counselors when they present in the WIC Clinics.

3. Peer counselors shall refer the BFPC PROGRAM clients to an appropriate Breastfeeding Expert or other medical professional in situations that are out of their scope of practice.
4. Peer counselors administering the BFPC PROGRAM may not provide any WIC services, nor may any of the services provided by the peer counselors be used to meet any educational requirements of the WIC Program.

E. Invoicing, Payments and Reporting

1. The Tribe shall maintain complete, accurate, and current records of program administration as required by the WIC MOA, the ITCA WIC Program Policy and Procedure Manual, 7 CFR Part 246, and applicable law.
2. The following reports and records as well as other program information and reports requested by ITCA during the Addendum period must be submitted by the due date:
 - a. The BFPC PROGRAM Quarterly Program Status Report and Quality Assurance Reviews must be submitted by the 20th day of the month for the previous three month period in the months of January, April, July and October; and
 - b. The BFPC PROGRAM Monthly Expenditure Report and Invoice shall be submitted for payment no more than 30 days following the close of each month. The final Monthly Expenditure Report and Invoice for the fiscal year must be submitted by November 30, 2015. Reports are to be submitted to:

Inter Tribal Council of Arizona, Inc.
WIC Program
Attn: WIC Director
2214 N. Central Ave.
Phoenix, AZ 85004

3. Breastfeeding Peer Counseling funds are to be used to develop activities necessary to sustain a peer counseling program based upon the Food and Nutrition Service's *Loving Support* Model. Tribal use of funds that are not supported by the *Loving Support* Model are not authorized under this Addendum. Certain allowable costs for the BFPC PROGRAM are set forth in the Allowable Cost for Breastfeeding Peer Counseling Funds Table (Allowable Cost Table) attached to this Addendum as Exhibit 1.
4. The Allowable Cost Table notwithstanding, the ITCA reserves the right to

deny payment for any expenditure or cost incurred by the Tribe or to seek reimbursement for prior invoices paid to the Tribe under this Addendum in the event ITCA determines that the expenditure or cost was not the best use of the Breastfeeding Peer Counseling funds or in furtherance of the Food and Nutrition Service's *Loving Support Model*.

F. Documentation and Audit Requirements

1. The Tribal WIC BFPC PROGRAM shall ensure that the peer counselors complete documentation of all WIC participant contacts according to the requirements in the WIC MOA and the ITCA WIC Policy and Procedure Manual. Documentation will be completed in the WIC computer system, STARS.
2. Program data used to compile reports shall be kept on file the period of time and under the same conditions as required in Section I(AA) of the WIC MOA. ITCA reserves the right to extend the records retention period with written notice.
3. The Tribal WIC BFPC PROGRAM shall comply with the monitoring, auditing and reporting requirements set forth in the WIC MOA.

G. Caseload and Budget

1. The Tribal WIC BFPC PROGRAM shall serve the assigned caseload identified through the ITCA WIC award letter.
2. The Tribe must submit an annual budget to ITCA for approval on or before August 15th of each year. Only funds expended for approved budget line items will be paid by ITCA. The Tribe may shift the amount of budgeted line items up to 10% of the total budget without approval by ITCA so long as the total budget does not increase or decrease. A budget modification approval must be requested if line item shifts total more than 10% of the total budget.
3. It is mutually agreed that if funds are not appropriated for any budget year by Congress and allocated to ITCA for the WIC BFPC PROGRAM this Addendum shall be of no further force and effect. In this event, ITCA shall have no liability to pay any funds whatsoever to the Tribe or to furnish any other considerations under this Addendum and the Tribe shall not be obligated to perform any provisions of this Addendum.
4. If funding for any fiscal year is reduced or deleted for purposes of this program, ITCA shall have the option to either cancel this Addendum with no liability occurring to ITCA, or reduce the maximum payable to the Tribe for the BFPC PROGRAM.
5. If ITCA cancels the Addendum and/or reduces the authorized funding amount,

the Tribe shall not submit an invoice for, and ITCA shall not reimburse allowable costs in excess of, the adjusted authorized budget amount.

H. Program Performance

1. If ITCA determines that the Tribe has failed to perform the BFPC PROGRAM requirements of this Addendum, the WIC MOA or in the ITCA WIC Program Policy and Procedure Manual or that the BFPC PROGRAM has failed to make progress toward satisfactory performance, or in the event the BFPC PROGRAM meets one or more of the criteria below, payment may be denied or withheld, in whole or part:
 - a. The Tribe has not submitted a complete approved application and/or budget for the fiscal year.
 - b. The Tribe has not submitted an approved Indirect Cost Agreement for the current fiscal year from the cognizant agency and indirect costs are included in the budget and requested for reimbursement.
 - c. The Tribe has not submitted a program or financial corrective action plan approved by ITCA.
 - d. The Tribe has not implemented the approved corrective action plan.
 - e. Significant or repeated programmatic or financial findings are identified during a review(s).
 - f. Failure to provide required documentation or program or financial reports to ITCA.
 - g. Failure to hire or have on staff competent peer counselors meeting the definition of a peer counselor as per ITCA policy.

II. ENTIRE AGREEMENT

This Addendum to the WIC MOA constitutes the entire agreement between the Parties pertaining to the subject matter hereof. This Addendum shall not be modified, amended, altered or extended except through a written agreement signed by the parties under the same authority and direction as this Addendum has been executed.

III. CONTRACT PERIOD AND TERMINATION

- A. This Addendum shall be effective October 1, 2015 or the date signed, whichever is later and shall expire on September 30, 2020, if not terminated sooner by either party.
- B. Either Party may terminate this Addendum, with or without cause, upon providing the other Party with prior written thirty (30) day notice thereof.

C. This Addendum shall automatically upon the termination or expiration of the WIC MOA.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

Authorized Tribal Official

Executive Director
ITCA

(SIGNATURE)

(SIGNATURE)

DATE

DATE