

CHAPTER 2 PROGRAM REQUIREMENTS

Introduction

This chapter provides various program requirements and local agency responsibilities such as:

- Caseload management requirements;
- Nutrition Education and Breastfeeding Support expenditure requirements;
- Information Technology and Technical Support requirements and responsibilities;
- Vendor technical assistance and support responsibilities;
- Primary WIC Program Contact (PWPC) responsibilities;
- Documents to be submitted periodically;
- WIC site change requests.

I. Requirements

A. CASELOAD MANAGEMENT

Performance Standard

A local agency shall serve one hundred percent (100%) of the authorized caseload per month. Failure to meet this requirement may result in a reduction of authorized caseload and funding.

The State WIC Program may reduce the local agency's authorized caseload and funding if the local agency fails to serve a minimum of ninety-seven percent (97%) of their authorized caseload. The State WIC Program reserves the right to adjust the minimum performance standard when needed, as stated in the WIC local agency contract Exhibit A, Scope of Work, Provision 7.

Participation Monitoring Period

The State WIC Program monitors local agency participation every month within a 12-month monitoring period, which begins in May of each year and ends the following April. Caseload and funding reductions resulting from failure to meet the performance standard are effective October 1st of the same calendar year, which is the subsequent budget period. The State reserves the right to adjust the monitoring period.

Reductions and Notification The State WIC Program has discretion in determining the most appropriate degree of caseload reduction. Over the course of the FFY, the State WIC Program may send a courtesy letter to the PWPC, informing them of their agency's low participation. The State WIC Program issues caseload and funding reduction letters approximately one hundred and twenty (120) days prior to the beginning of the following budget period to allow local agencies time to notify their management of the reductions and adjust their budget and staff accordingly.

Potential Exceptions The State WIC Program has discretion in determining caseload reductions and may grant exceptions based on extraordinary circumstances or environmental situations that affect the local agency's ability to operate and deliver program services.

B. PRIMARY WIC PROGRAM CONTACT (PWPC)

Role and Responsibilities Local agencies shall designate a PWPC who is responsible for the day-to-day operations of the WIC program and who serves as the principle liaison to the State WIC Program. Additionally, the PWPC is accountable for ensuring the local agency complies with all fiscal, administrative, and operational requirements as outlined in the contract, the CMB, and the WPM.

In general, the PWPC oversees the development, implementation and/or evaluation of WIC operations, including the following activities:

- Nutrition Services Plan
- WIC Nutrition Assistant (WNA) training and certification process
- Group education teaching outlines, curriculum development
- Protocols for participant education by any non-RD staff
- Oversee the referral of participants to a provider for medical nutrition therapy (MNT), and
- Assure that locally developed nutrition education materials for participants contain accurate, reliable, science-based and culturally appropriate information
- Establish staffing patterns at WIC sites
- Develop WIC Budget, Budget Detail and monitor expenditures
- Review and sign periodic WIC invoices

Classification and Hiring Approval

The PWPC shall be a Registered Dietitian (RD), credentialed by the American Dietetic Association's Commission on Dietetic Registration. The State WIC Program may approve a non-RD as the PWPC with appropriate written justification. Local agencies must retain documentation of all recruitment efforts for hiring a PWPC and submit a copy of the proposed candidate's resume with a cover letter explaining how the individual is qualified to manage WIC operations.

If the current PWPC is a non-RD and the PWPC leaves the position, the position shall be filled with an RD.

Local agencies must receive written approval from the State WIC Program prior to a job offer being made and specify if the PWPC is interim or permanent. Local agencies shall provide written notice at least seven (7) days in advance if there is a change of PWPC and provide the name, address, phone number, and e-mail address of the PWPC.

C. NUTRITION EDUCATION EXPENDITURE

Definition

Nutrition Education is defined as "Individual or group education sessions; and the provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize relationships between nutrition and health. This is done in keeping with the individual's personal, cultural, and socioeconomic preferences" (7 CFR 246.2).

Nutrition Education expenditures are those that are one hundred percent (100%) attributable to nutrition education. The expenditures consist of personnel services expenses (determined by monthly or quarterly time studies) and operating expenses designated to nutrition education activities.

Minimum Expenditure

The State WIC Program is required to spend a minimum of 1/6 (approximately 18%) of the total State contract expenditures on nutrition education activities per 7 CFR 246.14. This includes all local agency spending. To determine what percent of contract expenditures a local agency spent last year on Nutrition Education activities, review last year's Report of Actual Expenditures under Total Federal Fiscal Year Expenditures by Functional Category – Nutrition Education (last row in the column). Expenditures that are one hundred percent (100%) directly attributable to Nutrition Education can be charged to any appropriate line item.

Subcontract costs that are related to Nutrition Education must be budgeted in line item #4, Other Costs (refer to CMB Chapter 8 for more information).

D. BREASTFEEDING PROMOTION AND SUPPORT EXPENDITURE

Definition Breastfeeding Promotion and Support is defined as “Strategies, initiatives, and services that increase and advance the initiation and continuation of breastfeeding among WIC participants.”

Minimum Expenditure The State WIC Program is required to spend a minimum of \$36.93 of NSA funding per pregnant and/or breastfeeding participant on breastfeeding promotion activities, per 7 CFR 246.14. This figure is for FFY 2013 and changes annually.

To calculate the amount your agency spent on breastfeeding promotion and support activities last year per pregnant and/or breastfeeding participant, follow these steps:

1. Add the previous year’s May, June, and July participation totals for pregnant **and** breastfeeding participants. Divide this total by three for the average number of pregnant and breastfeeding participants for the three-month period.
2. Identify the amount of NSA money your agency spent on breastfeeding promotion and support last year, which can be found in that year’s Report of Actual Expenditures under Total Federal Fiscal Year Expenditures by functional category, Breastfeeding Promotion and Support, Total Annual Expenditures. This amount consists of personnel (determined by monthly or quarterly time studies) and operating expenses designated to breastfeeding promotion and support activities.
3. Divide the dollar amount spent on breastfeeding promotion and support (identified in paragraph 2) by the average number of pregnant and breastfeeding participants (identified in paragraph 1) to get the amount of money the local agency spent per pregnant and/or breastfeeding participant.

Expenditures that are one hundred percent (100%) directly attributable to Breastfeeding Promotion and Support can be charged to any appropriate line item.

Subcontract costs that are related to NSA Breastfeeding Promotion and Support must be budgeted in line item #4, other costs (Refer to CMB Chapter 8).

E. VENDOR TECHNICAL ASSISTANCE AND SUPPORT

Definition Vendor Technical Assistance and Support is defined as structured routine store visits for the WIC authorized vendors assigned to the local agency by the State WIC Program; pre-authorization visits; conducting shelf price and food surveys; reporting suspected fraud and abuse; answering questions about the WIC allowed foods; and promoting a positive shopping experience for WIC families.

Role **WIC Local Agency**
WIC Local agencies shall designate one or more staff as a Local Vendor Liaison (LVL) to be the point(s) of contact to the State WIC Program for LVL related activities. WIC local agencies shall also allocate resources to support LVL functions to ensure required ongoing vendor activities are fulfilled.

LVL

LVLs serve as a resource to WIC authorized vendors as assigned by the State WIC Office by providing quarterly technical assistance; conducting shelf price and food surveys; reporting suspected fraud and abuse; answering questions about the WIC allowed foods; and promoting a positive shopping experience for WIC families.

- Responsibilities**
1. Coordinate and conduct annual training of WIC local agency staff on WIC Program Manual (WPM) Section [120-10](#), *Access to and Security of Confidential Information*, and Section [150-10](#), *Conflict of Interest: Local Agencies and Vendors* using Code of Conduct training materials located on the [LVL Training](#) webpage.
 - a. This annual training must follow required procedures outlined in the WPM [190-00](#) on *Staff Training*, and be included in the Local Agency Staff Training Plan.
 - b. LVLs are to support the local agency director or designee by helping to ensure WIC local agency staff review and sign the Conflict of Interest Statement as outlined in the WPM 150-10.
 2. Conduct and report quarterly technical assistance (TA) visits of existing WIC authorized vendors to the State

tracking system (refer to Funding & Performance Standard for additional detail).

- a. Notify the State WIC Program when vendors are suspected of fraud or abuse. Examples include, but are not limited to: charging WIC shoppers a higher price than non-WIC shoppers; not meeting the WIC minimum stocking requirements; offering home delivery; not writing in the purchase price on the Food Instruments (FI); abuse of incentives rules.
 - b. Handle participant and vendor complaints. For example, a WIC authorized vendor does not allow a WIC shopper to substitute fluid milk for evaporated milk.
 - c. Provide vendors with information about existing resources and vendor materials, instructions on how to order WIC materials (e.g., shelf talkers, shopping guides, WIC decals, etc.), and upcoming WIC Program changes, such as:
 - Reminding vendors about recent vendor alerts or vendor bulletins.
 - Informing vendors of revisions to the Shopping Guide and WIC authorized foods.
 - Providing vendors with answers on allowable WIC authorized foods, use of the WIC logo, and WIC vendor materials.
 - d. Direct vendors to appropriate State WIC staff for help with their vendor agreement and food instrument questions.
3. Conduct onsite preauthorization visits (OPV) of vendors applying to become WIC authorized.
 4. Participate in training provided by the State WIC Program and attend vendor training at least once within the three-year term of the local agency contract.
 5. Maintain all records for three years, which are to be provided to the State WIC Program upon request.
 6. Provide the State WIC Program with written notice when there is a change of LVL(s). The notice shall include the name, agency, telephone number, and e-mail address of the new LVL.
 7. Provide support to the State WIC Program with assignments that require vendor interaction, such as promoting participation in vendor surveys or conducting shelf price surveys.

In order to remain eligible for LVL funding, WIC local agencies are expected to meet a 90 percent performance standard for each quarter of a Federal Fiscal Year, which begins October 1. WIC local agency performance is tracked by the State WIC Program via the submission of Vendor

**Funding &
Performance
Standard**

F. INFORMATION TECHNOLOGY AND TECHNICAL SUPPORT SERVICES

Responsibilities Each local agency is responsible for the implementation and ongoing support of its wide area network (WAN) infrastructure and for the devices within that network. The local agency is responsible for the telecommunications, hardware, and security on the local side of the network. Each government or private, nonprofit local agency must have an entry point to their local network for State access. This entry point is called a Point of Presence (POP). The State WIC Program is responsible for telecom, hardware, and security on the State's side of the network.

The local agency shall secure local information technology support services and infrastructure to fulfill the following responsibilities:

1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment;
 - a. Allow workstations and other WIC devices to communicate via TCP/IP through the State router to access WIC resources in the State network; and
 - b. Allow printers and other WIC devices to be able to receive TCP/IP communication through the State router from resources within the State network. Allow video conferencing equipment to be able to communicate with State WIC central video conferencing systems within the State network.
2. Support implementation and maintenance of WIC technology activities;
 - a. Work with the State to implement infrastructure and devices needed to perform WIC business; and
 - b. Maintain workstations, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC business can be performed.
3. Provide TCP/IP network troubleshooting and timely support for WIC site operations;
 - a. Isolate TCP/IP communication problems in a timely manner so WIC business can be performed; and

- b. Work with the State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or in the State network.
- 4. Provide maintenance and support for hardware/software used in WIC operations;
 - a. Install, maintain, and configure the operation systems, device drivers, and applications software used by WIC staff for performing WIC operations; and
 - b. If software or hardware is not performing as expected, contact the manufacturer for resolution.
- 5. Ensure proper security of local network systems and WIC data;
 - a. Ensure that the devices in the local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC devices on the network; and
 - b. When data traverses wireless networks and/or the internet, communications shall be protected with a minimum of 128 bit encryption through an encryption network.

**Breach of
Security
Responsibilities**

WIC local agencies shall respond to security breaches by taking the actions outlined below.

- 1. If personal health information is reasonably believed to have been acquired by an unauthorized person, local agencies must notify the State WIC Program regional advisor and the WIC Program and Business Integrity Section immediately upon the discovery of a breach of security including confidential information in any form, or within 24 hours of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of personal health information in violation of the contract.
- 2. Promptly implement corrective action to mitigate any risks or damages involved with the breach.
- 3. Take any action pertaining to the unauthorized disclosure required by applicable Federal and State laws and regulations.
- 4. Immediately begin to investigate the security incident, breach or unauthorized use or disclosure of confidential

information. The State WIC Program and Business Integrity Section will act as the liaison with the CDPH Privacy Officer and the and the CDPH Chief Information Security Officer, along with the Regional Advisor.

The following information should be gathered in preparation for the required report to the State level offices:

- a. What data elements were involved and the extent of the data involved in the breach.
 - b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed confidential information.
 - c. A description of where the confidential information is believed to have been improperly transmitted, sent or utilized.
 - d. A description of the probable causes of the improper use or disclosure.
 - e. Whether Civil Code sections 1798.29, or 1798.82, or any other federal or state laws requiring individual notifications of breaches are triggered.
5. Provide a written report of the investigation to the State WIC Program, Business Integrity Section, and your Regional Advisor within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and contain the improper use or disclosure.
 6. Notify individuals of the breach or unauthorized use or disclosure, whether or not notification is required under state or federal law, and to pay any costs of such notifications, as well as any costs associated with the breach. The State WIC Program, Business Integrity Section, and your Regional Advisor in coordination with the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.

G. PROBATION

Definition

Probation is an assessment period to ensure that the WIC local agency has the ability to meet the requirements necessary to operate the WIC Program.

Existing Local Agency The State may place an existing Contractor on probation, upon written notification, if the State has concerns about the Contractor's ability to operate the WIC Program as outlined in Exhibit A of this Agreement, or about the Contractor's financial viability as described in the CMB, Chapter 14.

New Local Agency New Contractors who have never had an Agreement or who have not had an Agreement for three consecutive years with the State WIC Program shall be considered on probation for the first year of this Agreement.

- Terms**
1. The State WIC Program shall determine the length of the probation period and notify the WIC local agency, in writing of the beginning and ending dates.
 2. Within thirty (30) days of the end of the probation period, the State WIC Program shall notify the WIC local agency, in writing, concerning the outcome and if the agreement will be renewed.
 3. The State WIC Program may determine not to renew the agreement if:
 - a. The WIC local agency has not demonstrated to the satisfaction of the State WIC Program its ability to resolve the conditions of probation as described in this section of the CMB, or
 - b. The State WIC Program has determined that the WIC local agency has not demonstrated its ability to operate the WIC Program as described in the WIC Local Agency Agreement, Exhibit A, Scope of Work.

H. INDEPENDENT RESEARCH

Definition "Independent research" is defined as research, articles, reports, and materials that are not necessary for the performance of the Agreement. It is a document created by the Contractor and/or an outside source using WIC program data. The data is defined as data obtained from the State WIC Program including but not limited to, WIC participants, WIC staff, and WIC vendors either directly or through a variety of means including but not limited to surveys, focus groups, interviews or indirectly using the statewide database (ISIS) regardless of the funding source.

Contract Provision The new contract provision is found in the WIC local agency Agreement, Exhibit A, Provision 17.

Notification to State WIC Program

Local Agencies will notify the State WIC Program prior to collaborating with an outside source to do independent research, this includes a university or research institution. If the collaboration results in a publication, the draft of the publication must be approved by the State WIC Program prior to the publication.

Review by State WIC Program

The draft of any publication resulting from the independent research must be reviewed and approved for publication by the State WIC Program prior to publication.

If approved, the data may not be used/shared with anyone outside the State WIC Program for any other purpose than the original approved purpose/publication. Additional approval must be obtained from the State WIC Program if other publications or analyses are desired beyond the original approved proposal.

Confidentiality

In compliance with state and federal confidentiality requirements the WIC local agency may not use or share participant or vendor information if the information personally identifies a participant or vendor, in compliance with Part 7 Code of Federal Regulations, section 246.26, or any person if the information personally identifies an individual, in compliance with the California Civil Code section 1798 et. Seq (the Information Practices Act). All WIC Program data used for independent research projects and/or shared with any other party shall be de-identified of any data that identifies an individual, participant or vendor.

Intellectual Property

The projects and publications are considered “works” and will be the intellectual property of the State WIC Program. They are subject to the provisions in the WIC local agency Agreement, Exhibit D (F), Provision 10.

I. INDIRECT COSTS

Maximum Indirect Costs Percentage

The State WIC Program allows an indirect costs percentage rate of a maximum of 13.8% of the Personnel line item. If the local agency’s approved indirect cost percentage is less than 13.8%, then the local agency will only be allowed the lower percentage rate. If the percentage rate is higher than 13.8% the local agency will be allowed to charge the WIC Program **only** the maximum of 13.8%.

Notification The WIC Local Agency will provide to the State WIC Program, as part of the funding application, their current indirect costs percentage based on their cost allocation plan (See CMB Chapter 3, Section VI) or the percentage approved by the federal agency who issues to the local agency their largest federal grant.

Change to Indirect Cost Rate Percentage If there is any change to the indirect cost rate percentage, the WIC local agency must submit a justification on letterhead, signed by director, requesting the need to modify their indirect cost rate and provide supporting documents to the State WIC Program.

II. Periodic Documents To Be Submitted

Introduction Listed below are various actions that may be taken by a WIC local agency during the course of the contract period. There is a brief description and the location of the form in the CMB that needs to be submitted to the State WIC Program to carry out this change. There may be a form for each budget period of the contract and the appropriate form should be used.

A. Change to the Scope of Work The State WIC Program will respond, in writing, to all requests for changes to the scope of work within thirty (30) calendar days of the date the request is received. Should the State WIC Program fail to respond to the WIC local agency's request within thirty (30) calendar days, the request is deemed approved for amendment subject to requirements in the WIC local agency Agreement, Exhibit A, Provision 5, Paragraph D. Changes to the scope of work initiated by the State WIC Program are effective upon receipt of written notification.

All expenses related to the proposed changes to the scope of work must be allowable as defined in Health and Safety Code 38077 and as detailed in CMB Chapter 5.

- B. Private nonprofit status** When requested by the State WIC Program, a WIC private nonprofit local agency will submit proof of their private nonprofit status by submitting a copy of form showing:
tax exempt status from the Franchise Tax Board
Or
Small business designation from the Department of General Services (if applicable)
- C. Budget Worksheet** When an amendment to the WIC Local Agency Agreement is required due to an increase to the maximum amount payable, the State WIC Program will send a Budget Worksheet to the WIC local agency.
- D. Personnel Justification Worksheet** Every time a classification is added, modified or eliminated a revised Personnel Justification Worksheet (refer to CMB Chapter 3, Section 2) with copies of any new or revised staff duty statements must be submitted. CMB Chapter 1, Attachment 1-8, 9, and 10.
- E. Local Agency Staff Duty Statements** When a staff duty statement is modified and when a new classification is added.
- F. Local Agency Organization Chart** When personnel is added or deleted and/or Classification names are changed
- G. Key Personnel Changes** Changes for local agency directory (if applicable)
- H. Subcontract Worksheet** When a subcontract is added, amended or eliminated. CMB Chapter 1, Attachments 1-17, 18, and 19
- I. Request for Authorization to Subcontract** When a subcontract of \$5,000 or more is added or amended. CMB Chapter 1, Attachment 1-20.
- J. Advance Payment Request Letter** When a WIC local agency needs to request an Advance Payment (CMB Chapter 7, Section II) and meets the requirements. Sample of Advance Payment Letter
- K. Local Agency Address Change** When local agency or site address (s) are changed or deleted.
- L. Site Hours of Operation** When a site location business hours of operation change.

M. Requests for Site Changes in Service Area

The request must be submitted a minimum of sixty (60) days prior to the proposed effective date. Requests for site changes must be submitted, in writing, to the regional advisor and must include:

1. An explanation of the need for the proposed change;
2. Response letters from other WIC local agencies that serve the same service area stating that they were notified of the proposed new or relocating site;
3. A map of the service area showing the proposed and existing sites;
4. The proposed effective date; and
5. A completed Request for WIC Site Approval form (Attachment 2-1).

The WIC local agency is responsible for contacting the State WIC Technical Support staff to coordinate any new or relocation of their information technology equipment.

N. Local Agency Profile

Annual update to existing profile, documents will be provided by Regional Advisor.

O. Five Highest Compensated Officers (if applicable)

Names and total compensation of the five most highly compensated officers of the parent agency entity if one or more of the following conditions apply (pursuant to 2 CFR Part 170, Appendix A, Section 1.b.):

1. The Parent Agency in the preceding fiscal year received 80% or more of its annual gross revenues in Federal awards.
2. The Local Agency received \$25 million or more in annual gross revenue in its preceding fiscal year, from: (a) Federal procurement contracts and subcontracts, and (b) Federal grants, subgrants, and cooperative agreements; and the amount so received amounted to 80 percent or more of its annual gross revenues.
3. The public does not have access to information about the grantee's executive compensation through periodic reports filed with the Securities and Exchange Commission under the Securities Exchange Act of 1934 or with the Internal Revenue Service under the Internal Revenue Code of 1986.

- P. DUNS Number** The Local Agency's Dun & Bradstreet Data Universal Numbering Systems (DUNS) number (pursuant to 2 CFR Part 25):
1. Primary location of performance under the award and of the parent entity if owned by another entity.
 2. The Congressional Reporting District for the primary location.
- Q. Costs Allocation Plan or Indirect Costs Rate Approval Letter** When requested by the State WIC Program, the WIC local agency shall submit a copy within five (5) working days.
- R. Certificate of Liability Insurance (CLI)** A CLI or letter of self-insurance shall be submitted yearly. Please see CMB Chapter 4, Exhibit E, Provision 4, Insurance Requirements.

III. WIC Site Change Requirements

Introduction Listed below are the requirements for opening, closing, or relocating a WIC local agency site. Prior written approval from the State WIC Program is required before a WIC local agency can open a site, sign a lease for a site, or pay for site improvements. Consideration must be given to allowable site construction expenses, such as carpentry, electrical, and plumbing changes, as well as the duration of the lease, and Americans with Disabilities Act requirements.

Site and Venue Approval Requirements In order to provide safe, accessible, and professional sites, WIC local agencies must comply with criteria established in the WIC Local Agency Contract to establish fixed (permanent) or satellite sites in their service area. Local agencies may not create venues in categories such as "temporary outreach, enrollment, or education sites" without prior notification to other local agencies and State WIC approval.

**Process for
Opening a New Site
or Relocating a
Current Site**

WIC local agencies are responsible for identifying and preparing sites that meet State WIC requirements. No “site” or “space” leases should be signed prior to receiving site approval from the State WIC Program. As part of the site acquisition process, WIC local agencies shall negotiate the terms of a lease agreement to ensure that any improvements needed are evaluated, agreed upon, and paid for by the appropriate party.

**Submitting a Request
to Enter into a Lease
or Space Agreement**

Requests to enter into a lease or space agreement for a new WIC site must be submitted sixty (60) days prior to the proposed effective date to allow time for State staff to fully review the lease and additional information. A completed Attachment 2-1 form, along with a copy of the proposed lease agreement and the following required documents, must be submitted for review, in writing, to the regional advisor.

- A map of the new/relocating site area, showing all existing and proposed WIC sites. Include the sites of other local agencies.
- A copy of the “Notification Letter of Proposed New/Relocating Site” sent to other WIC local agencies serving the area, along with their responses.
- A floor plan that includes square footage, identifying the location of work areas. Include the space (site) cost per month.
- Current digital images of the site interior and exterior.
- An IP Printer Request form if opening a new site that needs new printers or adding new printers to an existing site.

Additional information pertaining to lease development is contained in CMB Chapter 7, Section V. Property Renovations.

**State WIC Program
Approval**

The State WIC Program shall approve or disapprove the request, in writing, using the factors below to guide the decision-making process:

- a. The extent to which another WIC local agency serves the same area;
- b. The WIC local agency’s existing caseload, participation, and financial condition;
- c. The WIC local agency’s ability to meet implementation timeframes;
- d. Whether the number of potential eligibles supports the need for a new site.

The State WIC Program will not approve procurement requests for site expenses that should be reasonably paid for by the landlord and included in the lease agreement, because if the lease is broken or the WIC contract is terminated soon thereafter, the WIC Program will have paid for improvements that are no longer a usable benefit to WIC.

After receiving State WIC approval, the WIC local agency is responsible for contacting the State WIC Technical Support staff to coordinate the need for information technology equipment.

Lease Negotiations

The WIC local agency is responsible for ensuring the new site chosen is suitable for delivering WIC services. While the rent per square foot is an important consideration, price is not the only thing that can be negotiated in a commercial lease. Even if a good price has been negotiated, it is advisable to have an attorney review the lease and help determine which provisions need to be removed or modified. Often, the party leasing the space has one template contract that they use, but they will modify provisions if it means securing the lease.

Leases typically include the information contained in Attachment 2-2.

Process for Closing a Site

Requests to close a WIC site must be submitted a minimum of sixty (60) days prior to the proposed closure date. A completed Attachment 2-1 form must be submitted, in writing, to the regional advisor for approval.

The WIC local agency is responsible for contacting the State WIC Technical Support staff to coordinate the relocation of surplus technology equipment.

IV. Attachments

Request for WIC Site Approval
Determining the Acceptability of a Lease Agreement

Attachment 2-1
Attachment 2-2

REQUEST FOR WIC SITE APPROVAL

Local agency name		Local agency number	Date
Local agency contact person – name/title		Telephone number ()	
<input type="checkbox"/> Opening New Site	<input type="checkbox"/> Relocating Current Site	Anticipated Date of Opening/Relocating:	
Site Number:			
New Site Information Name	Current Site Information (if applicable) Name	Current Site Telephone number ()	
Number/street	Number/street	New Site Telephone number (if applicable) ()	
City	City	Participant Line ()	
ZIP code	ZIP code	(This # will be listed on the website)	
Anticipated Caseload	Will the site be co-located with other health services? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Are restrooms and drinking water available? <input type="checkbox"/> Yes <input type="checkbox"/> No	List available public transportation and parking		
Is this new site handicap accessible? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will your agency POP router be relocated? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will you buy new ISIS/ExtraNet Printers? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Days (including weekends) and hours (including lunch period, if open during lunch) site is open each month			
Will the site be ready for move-in, with no pending repairs or renovations needed, on the first day of occupancy? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, list the repairs or renovations needed and the date to be completed on an attachment.			
List other WIC agencies located in this geographic service area			
Reasons for opening/relocating site (use extra pages if needed)			
<p>Local agencies shall complete the following when opening or relocating a site:</p> <ol style="list-style-type: none"> 1. Attach a map of new/relocating site area showing all existing and proposed WIC sites. Include the sites of other local agencies. 2. Send a "Notification Letter of Proposed New/Relocating Site" to other WIC agencies serving the area, along with your reasons for opening/relocating to the new site, and attach their responses to this form. 3. Attach a floor plan that includes square footage, identifying the location of work areas. Include the space (site) cost per month. 4. Provide current digital images of the site interior and exterior. 5. Submit an IP Printer Request form if opening a new site that needs new printers or adding new printers to an existing site. 			

<input type="checkbox"/> Closing Current Site	Anticipated Date of Closing:		
Site Number:			
Site name	Telephone Number ()		
Address – number/street	City	ZIP code	
Caseload served	Average distance to other sites		
Estimated cost savings from closing site	Will your agency POP router be relocated? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Where will current site participants go for WIC services?			
Reasons for closing site (use extra pages if needed)			

When completed, please submit this form and all supporting documentation to your State WIC regional advisor at least 60 days prior to the anticipated effective date in order to assess and fulfill IT requests.

STATE USE ONLY			
<input type="checkbox"/> Approved	<input type="checkbox"/> Not approved	Date request received from L/A:	
		If POP router is being relocated, date referred to TSS:	
Reason for not approved		If new printers, date referred to TSS:	
		Date local agency notified:	
		Date ISIS updated:	
Regional Advisor signature	Date	Site number assigned:	
		Date website updated:	
Section Chief signature	Date	Date clinic sites list updated:	
		Date original placed in L/A file:	

INSTRUCTIONS FOR COMPLETING REQUEST FOR WIC SITE APPROVAL

Please save the form to your computer as a blank document before you enter information: this allows you to retain the original copy for future reference.

- **Local agency name:** Legal name of local agency.
- **Date:** Date you are completing the form.
- **Current address:** Mailing address for Primary WIC Program Contact.
- **Opening New Site:** Check here if you are opening a new WIC site in an area not previously served by your agency or are expanding to a new site.
- **Relocating Current Site:** Check here if you are relocating a site and are still serving the same population and/or geographical service area.
- **Anticipated Date to open:** Anticipated date of opening new or relocated site for WIC services.
- **New site name:** The name used by the site.
- **New site address:** Physical address of proposed site.
- **Current site address:** If you are moving, write in the address of the site you are closing.
- **Anticipated Caseload:** Anticipated number of participants served.
- **Is this site handicap accessible?** For example, are there wheelchair ramps, bathrooms, etc.
- **Days and hours site is open:** List the days this site will provide services and the corresponding hours the site will be open.
- **Will the site be move-in ready on first day of occupancy?** Repairs and renovations should be scheduled prior to move in, or negotiated within lease or space agreement with a date of completion.
- **List all WIC agencies in this service area.**
- **Reasons for new site:** Please explain why you want to open a new site; include coordination efforts with other WIC agencies and health providers; convenience for participants.
- **Map:** Please mark **all** current WIC sites (including other local agency's sites) and proposed WIC site(s).
- **The Letter of Notification** must be sent to all WIC agencies which serve the same geographic area, explaining your proposed site changes and offering them an opportunity to comment within 30 days. You must obtain written responses from each local agency and forward their response to us after the comment period with this Request for WIC Site Approval.
- **Closing Current Site:** Please mark here if you are permanently closing a site.
- **Site number:** The number assigned to this site.
- **Anticipated Date of Closing:** Anticipated date WIC services will no longer be provided at this site.
- **Site name:** The name used by the site.
- **Caseload served:** Number of participants affected by the closure of this site.
- **Average distance to other sites:** Average distance participants will travel to get WIC services at other sites.
- **Estimated cost savings from closing site:** Provide a dollar amount for the anticipated cost savings.
- **Where will these participants go?** Explain where these participants will receive WIC services.
- **Reasons for closing:** Please explain reasons for closing this site; include impact on participants and dollar savings.

When completed, submit to your State WIC Regional Advisor

Determining the Acceptability of a Lease Agreement

A lease is an agreement with a landlord or property owner, and is necessary to protect the rights of all parties. It is used to outline the roles and responsibilities of each party as well as settle tenant/landlord disputes. The lease agreement will define most legal matters concerning the WIC site location, so it should be read in its entirety.

Before entering into a lease agreement, the local agency should carefully consider each section to ensure the lease is in the best interest of the WIC program and will provide a site that is move-in ready upon the first day of occupancy. It is recommended that local agencies create a checklist of items that should be included in the lease. The following are some suggested items of importance.

General

The legal names and full address of both parties (WIC local agency and property owner or property management company).

Payments

The monthly or annual payment amount should be included. This term should also include the means by which payments are to be paid (e.g., in person, by mail, electronically), grace periods, and penalties for late rent. The lease should also contemplate how rate increases will be determined in subsequent periods.

Term

The term of the lease is critical and should include a commencement date, event, or condition, or at the very least a date after which there can be no commencement of the lease, as well as a date, event, or condition which will result in the termination of the lease. The lease should also contain any contingencies which would result in the commencement or cancellation of the lease.

Maintenance and Repairs

This is a key term in any lease. It is the landlord's responsibility to maintain the premises and make repairs to the exterior of the building; all leases obligate the landlord to an extent. The lease should be as specific as possible and contemplate both the landlord and tenant's responsibility for repairs and/or maintenance of the: roof, walls, drainage systems, plumbing, water systems, foundation, floors, glass, fixtures, heating/cooling system, sidewalks, driveways, parking lots, etc. The lease may include terms which require the tenant to be responsible for specific items of maintenance and/or for repair costs due to the tenant's negligence. City codes establish the need for potable water and other health and safety requirements.

Indemnification

The lease should state to what extent the tenant or landlord is responsible for loss and casualty with specific references to third parties and injuries caused by the landlord or tenant's negligence.

Determining the Acceptability of a Lease Agreement

Condemnation, Reconstruction, Applicable law

The lease should explicitly state who is responsible for rebuilding, damage, or destruction of the premises and fixtures. Typically, the party who is responsible for the damage or destruction often bears the burden of reconstruction. It is commonplace for the lease to contemplate destruction by requiring either or both parties to carry insurance to cover reconstruction costs. Further, the lease should contemplate the consequences of condemnation. You should always insist on an abatement of rent if the leased property is condemned.

Assignments and Subleases

The lease should contemplate the extent to which the lessee may allow another to assume its lease and the degree to which, if at all, the original lessee will remain liable on the lease if another assumes the lease. Further, the lease should state whether or not the consent of the landlord is required for any assignment of the lease or subletting of the property.

Material Breach and Default

The lease must state what conditions or violations of terms constitute a material breach of the lease and what the consequences are of default. A tenant friendly clause may read, "Upon Lessor's default, Lessee shall have the right to cancel the Lease with 30 days prior written notice."

Other Considerations

Other items which every commercial lease should plan for or include are:

- 1) The tenant's right to cure a landlord's breach and deduct from rent
- 2) Security deposit
- 3) Option to renew
- 4) The consequences of a tenant's improvements to the property
- 5) The burden of real estate taxes
- 6) A description of the leased property
- 7) Responsibility for utility payments
- 8) Amendments and addendums to the lease
- 9) Permitted use provisions, including any restrictions
- 10) Permissible signage and advertising
- 11) Specified car parking requirements