

CHAPTER 2 PROGRAM REQUIREMENTS

Introduction

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

- Caseload management requirements;
- Primary WIC Program Contact (PWPC) responsibilities;
- Vendor technical assistance and support responsibilities;
- Nutrition Education and Breastfeeding Support expenditure requirements;
- Information Technology and Technical Support requirements;
- Indirect Cost Rate;
- Reporting Requirements;
- Contract documents to be submitted periodically;
- WIC site change requirements.

WIC CDFA Number

The official California State WIC Program number assigned by the Catalog of Federal Domestic Assistance (CDFA) is 10.557. The CDFA number is typically required in financial statements, relevant program documents, and the Funding Application.

I. Requirements

A. CASELOAD MANAGEMENT

Performance Standard

A WIC local agency shall serve one hundred percent (100%) of the caseload per month. The WIC local agency participation performance is available on the WIC Extranet.

Failure to meet this requirement may result in a reduction of caseload and funding. The State WIC Program may reduce the local agency's caseload and funding if the WIC local agency fails to serve a minimum of ninety-seven percent (97%) of their 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 6.

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 letter to the WIC local agency Director and PWPC, informing them of their agency's low participation. The State WIC Program issues caseload and funding reduction letters approximately ninety (90) days prior to the beginning of the following budget period to allow WIC local agencies time to notify their management and labor organizations of the reductions and adjust their budget and staff accordingly.

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 WIC local agency's ability to operate and deliver program services.

B. PRIMARY WIC PROGRAM CONTACT (PWPC)

Role and Responsibilities WIC 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. 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.

The PWPC oversees all aspects of WIC Program operations, including the development, implementation and monitoring of the following items:

- The Nutrition Services Plan

- WIC Nutrition Assistant (WNA) training and certification
- Group education and curriculum design
- Culturally appropriate nutrition education materials for participants that contain accurate, reliable, and science-based information
- Participant nutrition education protocols
- Participant referrals to providers for medical nutrition therapy (MNT)
- Staffing patterns at WIC sites
- WIC Budget and Budget Detail documents
- Program expenditures
- Signing all WIC invoices.
- Implementation of WIC initiatives and program requirements.

**Classification
and Hiring
Approval**

The State WIC Program strongly recommends and encourages WIC local agencies to fill the PWPC position with a Registered Dietitian (RD), credentialed by the Academy of Nutrition and Dietetics' Commission on Dietetic Registration. The PWPC position is a critical position, and an RD is the appropriate classification to properly oversee the development, implementation, and evaluations of WIC operations at the local agency level.

If the existing PWPC position becomes vacant, the WIC local agency shall recruit to hire an RD to fill the position. If an RD cannot be recruited, then the PWPC position shall be filled with a Competent Professional Authority (CPA).

Per Federal Regulation 7 CFR 246.2, a CPA is defined as :
Competent professional authority means an individual on the staff of the local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.

Local agencies shall notify the Contract Manager in writing at least seven (7) days in advance if there will be a change in the PWPC position. Provide the name, address, phone number, and e-mail address for the interim PWPC during recruitment.

Local agencies must retain documentation of all recruitment efforts for hiring a PWPC.

Local agencies must receive written approval from the State WIC Program prior to a job offer being made to a new PWPC. Local agencies must submit a request to hire to the Contract Manager that includes:

- A copy of the proposed candidate's resume
- A cover letter explaining how the individual is qualified to manage WIC Program operations
- Full Time Equivalent (FTE) for the PWPC position and if the position is interim or permanent. (The State WIC Program must approve the proposed FTE amount. The FTE must be sufficient to fulfill the day-to-day operations of the Local Agency considering structure, size, and caseload)

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 Nutrition Service and Administration (NSA) funds on nutrition education activities per 7 CFR 246.14.

To determine the 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.

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 \$37.41 of NSA funding per pregnant and/or breastfeeding participant on breastfeeding promotion activities, per 7 CFR 246.14(c)(1). This figure is for FFY 2015 and changes annually. USDA publishes the minimum expenditure requirement each year around October.

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 (3) for the average number of pregnant and breastfeeding participants for the three (3) month period.
2. Identify the expenditure your agency allocated to 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

Local Agency

WIC local agencies shall designate one (1) 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 Program, 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 local WIC 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 in this Section 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 doesn't 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 annual LVL training provided by the State WIC Program, and attend vendor training, as required.
5. Maintain all records for three (3) 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.

Funding & Performance Standard

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

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.

Implementation of State Information Projects

The State WIC Program will periodically implement technology projects or systems such as electronic inventory, video conferencing, implementation of a new management information systems (MIS), and implementation of an electronic benefit transfer (EBT) system. WIC local agencies shall support the implementation of State information technology projects by following the instructions provided by the State WIC Program. The instructions may include requirements to use WIC funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

Breach of Security Responsibilities

Local Agencies shall respond to security breaches by taking the actions outlined below.

1. If any confidential information is reasonably believed to have been acquired by an unauthorized person, WIC local agencies must notify the State WIC Program Contract Manager and the State WIC Program, Program and Integrity Unit 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. PBIS will act as the liaison with the CDPH Privacy Officer and the CDPH Chief Information Security Officer, along with the Contract Manager.

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

- a. A description of data elements 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 Contract Manager and PBIS 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 Contract Manager and PBIS, 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 evaluation and assessment period to ensure that the WIC local agency has the ability to meet and comply with all of fiscal, administrative, and operational requirements necessary to operate the WIC Program as set forth in the Scope of Work, WIC Program Manual, Contract Management Binder, and outlined in the WIC local agency Agreement.

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 (3) consecutive years with the State WIC Program shall be considered on probation for the first year (12 month period) of this Agreement.

Terms

1. The State WIC Program shall place a WIC local agency on probation for a term of up to one year and notify the WIC local agency, in writing of the beginning and ending dates. The terms and conditions to be completed during probation will be detailed in a Notice of Probation letter. If the local agency does not comply with the terms and conditions as outlined in the Notice of Probation letter, the State WIC Program reserves the right to withhold all future monthly program invoice payments until either the terms of probation are satisfied or substantial progress has been made to remedy the required corrective actions. The State WIC Program will conduct on site reviews to evaluate whether or not the terms and conditions of probation are satisfied.
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 of the probation 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 and in the Notice of Probation letter.
 - 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, CMB Chapter 4, Exhibit A, Scope of Work.

H. INDEPENDENT RESEARCH

Definitions

“Independent research” is defined as research, articles, reports, and materials that are not necessary for the performance of the Agreement. It is produced by the Contractor, subcontractor and/or outside entity using data from WIC. The data is defined as data that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the statewide database Integrated Statewide Information System (ISIS) regardless of the funding source.

“Publication” is defined as peer reviewed journals, presentations, or any other materials that are shared with the general public or segment of the public by any method of information sharing that is available.

Request for Approval

The WIC local agency shall submit a request for and receive State WIC Program approval prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research using data from WIC.

The request for approval must be submitted to their Contract Manager, in writing, on local agency letterhead, and must be signed by the Primary WIC Program Contact. It must include a detailed description of the independent research project including, but not limited to: the objective of the research; the design, setting, outcome measures, and data collection methods; any materials developed for use with participants; the parties involved; and any other information that pertains to this project including Institutional Review Board (IRB) approval.

Data Agreement Before approving an independent research project using WIC Program data, the State WIC Program may require the WIC local agency to enter into a data use and confidentiality agreement to ensure proper use and security of the data. Before providing the data to a subcontractor and/or outside entity to conduct an independent research project, the WIC local agency shall obtain approval of the State WIC Program and shall require the subcontractor to enter into a data use and confidentiality agreement with the WIC local agency approved by the State WIC Program. Any research project using human subjects shall require approval of the California Health and Human Services Agency Committee for the Protection of Human Subjects (CPHS) or accredited IRB.

Publication Approval Prior to final publication, a draft of any proposed publication by the WIC local agency, subcontractor and/or outside entity resulting from independent research must be reviewed and approved for publication by the State WIC Program.

Data and Publication Rights The State WIC Program shall retain all ownership rights to any data generated by the WIC Program and that data shall be returned to the State WIC Program upon the conclusion of the approved research project.

The WIC local agency shall return the WIC Program data to the State WIC Program after publication of the independent research project and will not permit others to use the data or let others link or match the data to any other data set unless such link or match was identified in the research proposal and the proposal was approved by the CPHS or accredited IRB.

Data and Publication Sharing The data may not be used/shared with anyone outside the State WIC Program for any other purpose than the original purpose/publication without permission from the State WIC Program.

Other entities will not be permitted to use the data or link or match the data with other data sets unless such a link or match was identified in the research proposal and that proposal was approved by the CPHS or accredited IRB.

Change to the Independent Research Project Scope of Work	<p>The WIC local agency must request additional approval from the State WIC Program to use the data for any purposes other than the independent research project originally approved by the State WIC Program regardless of the data source.</p> <p>The State WIC Program must approve any additional analyses, reports, materials, presentations, publications or use of data that is beyond the scope of the original approved proposal.</p>
Data Storage	<p>Data generated by the WIC local agency, sub-contractor and/or outside entity through surveys, focus groups, etc., must take all necessary precautions outlined in the approved IRB regarding data storage, ensuring identity is protected.</p>
Confidentiality Requirements	<p>The WIC local agency may only use WIC data for independent research in compliance with state and federal confidentiality requirements. The WIC local agency may not use or share participant or vendor information if the information 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.</p>
Intellectual Property	<p>All publications generated from State WIC funded projects shall be “works” and the intellectual property of the California Department of Public Health, subject to the provisions in the WIC local agency Agreement, Exhibit D(F), Provision 10, Intellectual Property Rights.</p>

I. INDIRECT COSTS

Definition	<p>Expenses for the general executive and administrative offices of the parent organization and other expenses of a general nature that do not involve direct client services. Indirect costs are incurred for a common or joint purpose that benefit more than one (1) program or project and cannot be readily assigned to one (1) program or project.</p>
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LOCAL GOVERNMENT AGENCIES

Local Government Agencies

CPSS Bulletin 13-07, Indirect Cost Rates for Contracts with Local Health Departments, announced the standardization and requirements of the ICR for California Department of Public Health (CDPH) Agreements with Local Health Departments (LHD). Local Government Agencies include County Local Health Departments and Berkeley, Long Beach, and Pasadena City Health Departments. The CPSS Bulletin 13-07 can be found at the following link:

<http://www.cdph.ca.gov/programs/Pages/ADM-PSB.aspx>

CPSS Bulletin 13-07 does not apply to Private Nonprofit Agencies.

Maximum Indirect Cost Rate Percentage for Local Government Agencies

LHD's are allowed up to the maximum ICR percentage rate that was approved by the CDPH Financial Management Branch (FMB).

Indirect Cost Rate Percentage Changes for Local Government Agencies

Per CPSS Bulletin 13-07, a Local Government Agency contract's ICR percentage may be changed only when an amendment for other business/programmatic reasons is made.

If an amendment for an approved reason is made, the ICR percentage may be adjusted to the current FY ICR at the time of amendment. However the contract's ICR application (i.e., Total Personnel Services Costs or Total Allowable Direct Costs) may not change for the life of the contract.

A request must be submitted to their Contract Manager, in writing, on local agency letterhead and must be signed by the Primary WIC Program Contact (PWPC). Refer to CMB Chapter 4, Section III for additional information.

PRIVATE NONPROFIT AGENCIES

Maximum Indirect Cost Rate Percentage for Private Nonprofit Agencies

For private nonprofit agencies, the State WIC Program allows a maximum ICR percentage rate of 13.8 percent of the Total of Personnel Services. If the private nonprofit local agency's approved ICR percentage is less than 13.8 percent, then the private nonprofit local agency will only be allowed the lower percentage rate. If the ICR percentage is higher than 13.8 percent, the local agency will be allowed to charge the WIC Program **only** the maximum of 13.8 percent.

Cost Allocation Plan and Indirect Cost Rate Percentage Documentation	All private nonprofit agencies will provide to the State WIC Program, as part of the Funding Application, a copy of their Cost Allocation Plan or Percentage Approved by Federal Agency that includes the current approved Indirect Cost Rate (ICR) percentage.
Indirect Cost Rate Percentage Changes for Private Nonprofit Agencies	<p>An amendment to the contract is required when a WIC local agency needs to change the Indirect Cost Rate Percentage during the contract period.</p> <p>A request must be submitted to their Contract Manager, in writing, on local agency letterhead and must be signed by the Primary WIC Program Contact (PWPC). Refer to CMB Chapter 4, Section III for amendment information.</p>

J. REPORTING REQUIREMENTS

Responsibility	<p>WIC local agencies shall submit the Semi-annual Report on program operations that includes high level narrative information regarding program activities, challenges and successes.</p> <p>The first report will cover October 1 through March 31 and is due on April 30 of each FFY of the contract period.</p> <p>The second report will cover April 1 through September 30 and is due on October 31 of each FFY of the contract period.</p> <p>The report shall be submitted electronically by e-mail from the PWPC to the State WIC Contract Manager and State WIC Nutrition Consultant.</p>
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II. Contract Documents To Be Submitted Periodically

Introduction	Listed below are various actions that may take place during the course of the contract period. There is a brief description of the action and the location of the requirements and/or forms (s) in the CMB that need to be submitted to the State WIC Program to carry out this change.
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A. DOCUMENTS TO BE SUBMITTED EACH YEAR OF THE CONTRACT

Semi-annual Report WIC local agencies shall submit the Semi-annual Report on program operations. The reports shall be submitted by e-mail from the PWPC to the State WIC Contract Manager and State WIC Nutrition Consultant by April 30 and October 31 of each Federal Fiscal Year of the contract. See CMB Chapter 2, Section I, Provision J.

Certificate of Liability Insurance (CLI) The Contractor must provide a current Certificate of Liability Insurance (CLI) for the required insurances as detailed in CMB Chapter 4, Exhibit E, Provision 4.

The insurer will not cancel the insured's coverage without giving thirty (30) days prior written notice to the State WIC Program. The WIC local agency agrees that the insurance required will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the WIC local agency must provide, at least thirty (30) calendar days before said expiration date, a new CLI evidencing insurance coverage for not less than the remainder of the term of the Agreement or for a period of not less than one (1) year.

B. DOCUMENTS TO BE SUBMITTED AS THEY OCCUR

Key Personnel Changes Changes to key personnel must be submitted to the Contract Manager in writing at least seven (7) days in advance of the appointment. The Contract Manager will update the local agency directory contact information. See CMB Chapter 2, Section I, Provision B for PWPC change requirements.

Site Hours of Operation When business hours of operation change for WIC sites, WIC local agencies shall submit notification to the Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the clinic site listing is updated and the changes are reflected on the State WIC Program website.

Request for WIC Site Changes The WIC local agency must follow the requirements for opening, closing, or relocating a WIC local agency site. Prior written approval from the State WIC Program is required. Refer to CMB Chapter 2, Section III.

Request for Authorization to Subcontract

The WIC local agency must request official written authorization from the State WIC Program prior to executing a subcontract of \$2,500 or more and before services are rendered. For all subcontract requirements, refer to CMB Chapter 8.

C. DOCUMENTS TO BE SUBMITTED UPON STATE WIC PROGRAM REQUEST

Participant Data

WIC local agencies shall provide participant data upon request such as custom ISIS reports, participant certification documents, signed release of information documents or other information in the daily file records.

Private Nonprofit Status

When requested by the State WIC Program, a private nonprofit WIC local agency shall submit proof of their private nonprofit status by submitting documentation showing:

- tax exempt status from the Franchise Tax Board
- or
- Small business designation from the Department of General Services (if applicable).

Five Highest Compensated Officers (if applicable)

Names and total compensation of the five (5) 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 percent (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 (80%) 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.

DUNS Number Each WIC local agency must have and provide a Dun & Bradstreet Data Universal Numbering Systems (DUNS) number (pursuant to 2 CFR Part 25).

A DUNS number is a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Bilingual Certification Each WIC local agency must have on file and be prepared to provide bilingual certification for any employee that receives a salary increase for “bilingual pay.”

D. CHANGES TO THE CONTRACT AND/OR BUDGET DOCUMENTS

Changes to Budget Detail Worksheets Any changes to any of the Budget Detail Worksheets shall be completed as detailed in CMB Chapter 3.

Contract Amendments A contract amendment is a formal change the existing contract. Refer to CMB Chapter 4, Section III.

III. WIC Site Change Requirements

Introduction The State WIC Program will determine the areas of unmet need throughout the State, using the Affirmative Action Plan. When the State WIC Program determines that a new site is warranted, a Request for Application (RFA) will be posted on the State WIC Program website and also released to local media in the geographic service area. Applications received by the State WIC Program in response to the RFA will be considered according to the criteria stated in the Affirmative Action Plan. When an organization is approved to open a new site, they will be required to follow the site approval requirements described in this section.

Prior written approval from the State WIC Program is required before a WIC local agency can open a site, relocate a site, close a site, sign a lease for a site, or pay for site improvements.

When circumstances dictate that existing WIC sites are no longer feasible or adequate and new facilities are needed to accommodate participants, a justification to relocate an existing site must include one or more of the following rationales:

- Asbestos removal, building condemned;
- Space cost is no longer competitive within the area's commercial market;
- Lease not renewed by building owner;
- Parent agency needs the space for another program and WIC needs new commercial space;
- City transportation system changes and is no longer provided to site area;
- Damage due to fire, flood, or other disasters.

When the State WIC Program reviews a WIC local agency's justification for site relocation and the request is approved, the WIC local agency will be required to follow the site approval requirements described in this section.

Site 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 in the same service area and State WIC Program approval.

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.

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.

The State WIC Program will not approve procurement requests for site upgrades that should be reasonably paid for

by the landlord and included (amortized) 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.

The WIC local agency is responsible for contacting the State WIC Technical Support staff to coordinate the need for information technology equipment.

Submitting a Request For WIC Site Relocation Approval

The WIC local agency must submit a request to the Contract Manager, in writing, on local agency letterhead and signed by the PWPC. The request shall include reasons for relocating the site and the additional documents listed below:

-
- A completed Request for WIC Site Approval form (Attachment 2-1).
- A map of the new/relocating site area, showing all existing and proposed WIC sites. Include the sites of other WIC local agencies serving the area.
- A copy of the “Notification Letter of Proposed New/Relocating Site” that was sent to other WIC local agencies serving the area, along with your reasons opening/relocating to the new site, and the WIC local agency’s 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.
- A WIC Agency IP Printer Information Form (Attachment 2-3) if opening a new site that needs new printers or adding new printers to an existing site.
- A copy of the proposed lease agreement.

The CMB Chapter 2, Attachment 2-2, contains information regarding determining the acceptability of a lease agreement. Additional information pertaining to property renovations when considering lease development is contained in CMB Chapter 7, Section V. Property Renovations.

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.

For information typically contained in leases, refer to Determining the Acceptability of a Lease Agreement, 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 Contract Manager 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

Semi-annual Report	Attachment 2-1
Request for WIC Site Approval	Attachment 2-2
Determining the Acceptability of a Lease Agreement	Attachment 2-3
WIC Agency IP Printer Information Form	Attachment 2-4

FFY 2015 Semi-annual Report

<input type="checkbox"/> October 1, 2014 – March 31, 2015 (Due April 30, 2015)	
<input type="checkbox"/> April 1, 2015 – September 30, 2015 (Due October 31, 2015)	
Local Agency Name: <input style="width: 100%;" type="text"/>	
WIC Director: <input style="width: 100%;" type="text"/>	Date: <input style="width: 100%;" type="text"/>
Contact email: <input style="width: 100%;" type="text"/>	Contact phone: <input style="width: 100%;" type="text"/>
Narrative Questions: Please provide responses to the questions below regarding the relevant six month time frame.	
<p>1. <u>Challenges/Successes</u> For the following topics, please describe 1) any challenges that your agency has faced that impacted your WIC Program, and what you are doing to address or overcome the challenges, and 2) any successes achieved by your agency.</p> <p>A. Outreach (examples include community collaborations or coordination with other programs in your area, such as community clinics, hospitals, food banks, CalFresh, Head Start, First 5, etc.) to assist in serving and providing referrals to WIC participants. Please also indicate if you have a Memorandum of Understanding (MOU) with any of these organizations.</p> <p>1) Challenges: <input style="width: 100%;" type="text"/></p> <p>2) Successes: <input style="width: 100%;" type="text"/></p> <p>B. Participant retention efforts (examples include following up on missed appointments and no shows, and evaluating customer service and clinic operations).</p> <p>1) Challenges: <input style="width: 100%;" type="text"/></p> <p>2) Successes: <input style="width: 100%;" type="text"/></p> <p>C. Staffing (hiring, retention)</p> <p>1) Challenges: <input style="width: 100%;" type="text"/></p> <p>2) Successes: <input style="width: 100%;" type="text"/></p> <p>D. Local Vendor Liaison (LVL)</p> <p>1) Challenges: <input style="width: 100%;" type="text"/></p> <p>2) Successes: <input style="width: 100%;" type="text"/></p>	

FFY 2015 Semi-annual Report

E. Breastfeeding Peer Counseling Program (Check if not applicable)

1) Challenges:

2) Successes:

F. Farmers' Market Nutrition Program (Check if not applicable)

1) Challenges:

2) Successes:

G. Regional Breastfeeding Liaison Project (Check if not applicable)

1) Challenges:

2) Successes:

H. Other (Check if not applicable)

1) Challenges:

2) Successes:

I. List any additional accomplishments and goals achieved by your WIC Program that you would like to share.

2. Trainings/Conferences/Staff development

Describe any trainings or conferences that helped in developing staff capacity and/or improving services.

3. Technical Assistance and Training Needs

Please detail if technical assistance and training is needed from the CDPH/WIC Division.

4. ISIS Management

I, the WIC Director, certify that I have performed an ISIS logon functional security check within the agency on a monthly basis. I certify that the local agency is compliant with all policies and procedures for WIC Local Agency ISIS User accounts maintenance and security adherence.

Placing name here serves as an original signature:

REQUEST FOR WIC SITE APPROVAL

Attachment 2-2

Local agency name		Local agency number	Date
Local agency contact person – name/title		Telephone number ()	
SITE OPENING			
Anticipated Date of Opening/Relocating:			
Proposed Site Location Information Name	Current Site Number (if applicable): Name	Current Site Telephone number ()	
Number/street	Number/street	Proposed Site Telephone number (if changing) ()	
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 the proposed 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:			
Justification for site (use extra pages if needed):			
Local agencies shall complete the following when opening or relocating a site: 1. Attach a map of the proposed site area showing all existing and proposed WIC sites. Include the sites of other local agencies. 2. Send a "Notification Letter of Proposed Site" to other WIC agencies serving the area, along with your reasons for the proposed 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 relocating a site that needs new printers or adding new printers to an existing site.			

SITE CLOSING			
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?			
Justification for closing site (use extra pages if needed)			

When completed, please submit this form and all supporting documentation to the State WIC Program 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:	
Reason for not approved		If POP router is being relocated, date referred to TSS:	
		If new printers, date referred to TSS:	
		Date local agency notified:	
Contract Manager Signature		Date	
		Date ISIS updated:	
		Site number assigned:	
Section Chief Signature		Date	
		Date website updated:	
		Date clinic sites list updated:	
		Date original placed in L/A file:	

INSTRUCTIONS FOR COMPLETING REQUEST FOR WIC SITE APPROVAL FORM

This form must be completed in response to the State WIC Program's determination that new sites are warranted and approved in a geographic service area, or when existing sites must be moved due to business or environmental reasons. See CMB Chapter 2 for guidance.

- **Local agency name:** Legal name of local agency.
- **Date:** Date you are completing the form.
- **Local agency contact person:** List the name and title of the contact person for the WIC local agency.
- **SITE OPENING Section:** Complete this section if you are relocating a current site or opening a new site.
- **Anticipated Date of Opening/Relocating:** Anticipated date of site opening for WIC services.
- **Proposed site location name:** The name to be used by the site.
- **Proposed site address:** Physical address of proposed site.
- **Current site name and address:** Write in the name and address of the site you are relocating.
- **Anticipated Caseload:** Anticipated number of participants served at the proposed address.
- **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 and negotiated within lease or space agreement with a date of completion.
- **List all WIC agencies in this service area.**
- **Justification for site:** Please explain why you want to relocate the current site or open a new site; include coordination efforts with other WIC agencies and health providers; convenience for participants, etc.
- **Map:** Please mark **all** current WIC sites (including other local agency's sites) and proposed WIC site(s).
- **Notification Letter of Proposed Site** 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 WIC local agency and forward their response to us after the comment period with this form.
- **SITE CLOSING Section:** Complete this section if you are permanently closing a site.
- **Anticipated Date of Closing:** Anticipated date of site closing for WIC services.
- **Site number:** The number assigned to this site.
- **Site name and address:** The name and address 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.
- **Justification for closing:** Please explain reasons for closing this site; include impact on participants and dollar savings.

When completed, submit to your State WIC Contract Manager for final approval.

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.
- 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

Determining the Acceptability of a Lease Agreement

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

WIC Agency IP Printer Information Form

Important: Please allow 60 -90 days from the date this form is received by a Technical Support Unit (TSU) Lead, for completion of this Request.

1. Agency/Clinic Information - To be completed by the WIC Agency

Agency Name:	Agency #:	Today's Date:	
Clinic Name:	Clinic #:		
Requester Last Name:	Requester First Name:	Middle Initial:	
Requester Telephone #:	Requester Email Address:		
IT Staff Information (If applicable):			
Name:		Phone:	
Email:			

2. Printer Details - To be completed by the WIC Agency (Use separate form for each printer)

Printer Make/Model/Type:	Desired Printer Name (Name Seen by Users):
--------------------------	--

Please select type of change and function desired for this printer. (*Only one check box should be selected.*)

Add	Change	Del	Printing Function
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ISIS Vouchers
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ISIS Reports
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Extranet Reports
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	ISIS Reports and Extranet Reports
TCP/IP Address of Print Server			
VTAM (required for Change and Deletion req.)			
Queue Name			
Port Number			
LPR or RAW			
LPR Byte Counting Enabled (Y/N)			
State/DTS NAT IP Address (Mandatory)			
Comments:			

3. Tracking Information (Completed by WIC ISIS Help Desk)

Date Request Rcvd:	Received by:
Date Request Completed:	Received by:
Ticket #:	Comments:

Email this request to: ISIS Help Desk TSULEAD@cdph.ca.gov or fax to: (916) 440-5559. For any assistance, please contact the ISIS Help Desk at (800) 224-7472.

Field Descriptions

- Clinic # - number associated with that clinic or admin site when logging into ISIS.
- Make/Model/Type - Examples: 1) HP LaserJet 4500 2) Lexmark 2490 3) Tally Genicom 2265
- Desired Name of Printer - What do staff want to call the printer? Examples: 1) Clinic 1330 2) Director HP 2100
- TCP/IP Address of Print Server - What IP address is the print server configured with (or will be configured with)?
- Queue Name - This field only needs to be filled out for multiport print servers or if there is a central "Windows print server". Multiport print servers are not recommended.
- Port Number - Voucher printers would always use TCP port 515. WIC Extranet printers could use 515 or 9100. Standard LPR is 515. HP Jet Directs can use 9100.
- LPR or RAW - Voucher printers would always use LPR. WIC Extranet printers could use LPR or RAW.
- LPR Byte counting enabled (Y/N) - This setting **MUST** be set when using a central print server that disperses print jobs to the other print servers that are attached to the printers.
- State/DTS NAT IP Address - Choose an IP address from the subnet that DTS assigned your agency. Configure a one-for-one NAT to the print server's IP address on the router connected to the state router.