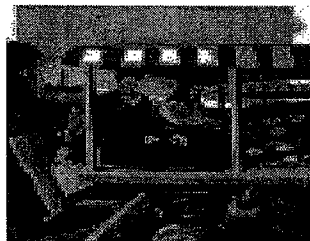


# **WIC Farmers' Market Nutrition Program**



**FY 2004**

# State Plan Guidance



**WIC Farmers' Market Nutrition Program  
Fiscal Year 2004  
State Plan Guidance  
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**FY 2004**

**General Information**

**WIC Farmers' Market Nutrition Program  
Fiscal Year 2004  
State Plan Guidance**

**Due Date: November 15, 2003**

**GENERAL INFORMATION**

The WIC Farmers' Market Nutrition Program (FMNP) was established in July 1992, as Public Law 102-314. The FMNP has served over 2 million recipients in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) during the most recent market season. The mission of the FMNP is to provide fresh, unprepared, locally grown fruits, vegetables and herbs directly to WIC recipients, and to expand the awareness and use of local farmers' markets.

By November 15 of each year, or the next work day if the 15<sup>th</sup> falls on a weekend or national holiday, each applying or participating State agency shall submit to the appropriate Regional Office of the Food and Nutrition Service (FNS) for approval a State Plan for the following year as a prerequisite to receiving Federal funds for the FMNP. A State Plan means a plan of FMNP operation and administration that describes the manner in which the State agency intends to implement, operate and administer all aspects of the FMNP within its jurisdiction. The designated State official responsible for ensuring the FMNP is operated in accordance with the State Plan shall then sign the State Plan. This guidance sets forth the minimum areas, which must be covered in the State Plan in order for it to be approved.

**STATE PLAN REVIEW AND APPROVAL PROCESS**

FNS Regional Office staff will review plans and State agencies will be notified of any problems or areas otherwise in need of clarification. Notification of denial or approval of the State Plan will be provided within 30 days of receipt of the State Plan. For technical assistance, a list of FNS Regional Offices can be found on pages 6 and 7.

State Plans approved by the FNS Regional Office will then be forwarded to FNS Headquarters, Supplemental Food Programs Division in Alexandria, Virginia. As stipulated by law, approval of a State Plan does not constitute a funding commitment. New State agency grants will be announced no later than February 15, 2004.

**FORMAT**

Whenever possible, FNS has simplified this descriptive process so that yes/no answers are appropriate, or so that numbers can be inserted in the proper spaces. However, some of the mandatory provisions can only be adequately addressed through narrative description. Such narratives should be as succinct as possible, but in sufficient detail to fulfill the purpose of the State Plan. In some instances, the State agency may be able to include a form designed to meet

one or more of the stipulated provisions, e.g., program participation records, in lieu of a more involved narrative. While use of this format is not mandatory, its use is recommended to minimize the burden of application on States. **Please be sure to identify any attachments or continuation pages clearly according to the headings to which they correspond.**

It is recommended that State agencies with prior year grants submit completely new plans at least once every three years, although the FNS Regional Office may relax this expectation when most of the plan has not changed for several years. However, the FNS Regional Office may require a complete copy of the plan from the State agency at any time whenever there is any doubt that the FNS Regional Office has a complete and up-to-date copy.

#### UPDATED STATE PLAN INFORMATION

This section of the State Plan Guidance may be completed in lieu of the entire State Plan by those current State agencies that are updating their existing State Plans. State agencies requesting Federal funds for FMNP for the first time cannot use the Updated State Plan section. It should be noted, however, that the following items must be completed in addition to any updated information pages:

- a. Estimated Federal Budget page;
- b. Expansion Request for those States requesting expansion funds;
- c. Other procedural changes or amendments to the plan that have occurred since the previous State Plan submission, such as months of program operation, numbers of new farmers' markets and farmers.

#### FEDERAL-STATE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM AGREEMENT (FNS-339)

In addition to the basic FMNP State Plan requirements, the Federal-State Supplemental Food Program Agreement (FNS-339) must be signed and submitted annually to FNS before a State agency can receive Federal funds. It is routinely submitted along with the State Plan. The Federal-State Agreement contains the mandatory Department-wide provisions addressing drug-free workplace, civil rights provisions and lobbying restrictions, as well as the State agency's commitment to compliance with all pertinent Program requirements. The submission of a single Federal-State Agreement to operate the WIC Program and the FMNP is permissible, in which case both WIC and WIC FARMERS' MARKET NUTRITION PROGRAM should be checked under item 4 on the first page of the FNS-339.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

The FMNP State agency is not required to submit a certification to FNS providing assurance that the State agency has not been debarred or suspended, the Form AD-1047, Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered

Transactions. However, each FMNP local agency is required to submit the Form AD-1048 (or the identical Form FNS-731), the Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions, to the FMNP State agency. This only applies to a local agency which is a sub-grantee of the State agency; this does not apply to a local office of the State agency which operates like a local agency, since such local offices are parts of the State agency and thus are exempt from the debarment requirements.

The certifications provided by local agencies with respect to the WIC Program are sufficient for FMNP if these certifications cover the same period as the FMNP grant. A non-WIC FMNP State agency, such as a State Department of Agriculture, should obtain copies of the local agency certifications from the WIC State agency for all local agencies involved with FMNP.

FMNP State agencies are not required to submit copies of the local agency certifications to the FNS Regional Office as part of the annual FMNP State Plan submission. However, FMNP State agencies must be able to make these certifications available for review during management evaluations and audits.

#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

A Certification Regarding Drug-Free Workplace Requirements is required for the State agency, but not local agencies. The State agency may use either the Form AD-1049 (or the identical Form FNS 730), to be appended to the Federal-State Agreement, or may check the box on the last page of the Federal-State Agreement which signifies that the State agency or the State has a drug-free workplace certification on file with USDA.

#### CERTIFICATION REGARDING LOBBYING AND DISCLOSURE FORM TO REPORT LOBBYING

The Certification Regarding Lobbying is required for the State agency, and for local agencies with a sub-grant exceeding \$100,000 from the State agency; both State and local agencies should use the Form FNS-732. The State agency's certification should be appended to the Federal-State Agreement; the local agency should provide its certification to the State agency.

The local agency's certification should be provided to the State agency; like the local agency debarment certifications, the State agency needs to keep the local agency lobbying certifications on file. Likewise, a non-WIC State agency needs to obtain the local agency lobbying certifications from the WIC State agency.

As explained in the form's instructions, lobbying with federal funds is prohibited; lobbying with funds from other sources is permitted. However, if lobbying with non-federal funds has occurred, then an additional form needs to be submitted, the Disclosure Form To Report Lobbying (Standard Form LLL). State agencies need to submit an SF-LLL on their lobbying to the FNS Regional Office; local agencies need to submit an SF-LLL on their lobbying to the State agency, and then the State agency must submit it to the FNS Regional Office.

## ADDITIONAL REPORTS AND SUBMISSIONS

In addition to the State Plan, FNS requires the following reports:

- a. **FMNP Annual Financial Report, FNS-683.** This report provides information regarding FMNP expenditures and is due to FNS no later than **January 31** of each year.
- b. **FMNP Program Report, FNS-203.** This report provides information regarding the number of recipients, farmers, and markets; and is due to FNS no later than **January 31** of each year.
- c. **If available,** an analysis of completed recipient and/or farmers' survey forms must be submitted to FNS by January 31 of each year. State agencies are encouraged to conduct surveys of recipients and farmers. The survey forms are designed to assess the change in the consumption of fresh fruits and vegetables by recipients, and the effects of the program on farmers' markets.

## TECHNICAL ASSISTANCE

### **FNS Regional Offices**

Questions about the development, structure, and/or submission of the FMNP State Plan should be directed to the appropriate FNS Regional Office of the Supplemental Food Programs Office:

<b>Regions</b>	<b>Address</b>	<b>States</b>
Northeast	Robert Mulvey, Regional Director Supplemental Food Programs USDA, Food and Nutrition Service Northeast Regional Office 10 Causeway Street Boston, MA 02222-1066 (617) 565-6440	Connecticut Maine Massachusetts New Hampshire New York Rhode Island Vermont
Mid-Atlantic	Pat Cumisky-Czeto, Regional Director Supplemental Food Programs USDA, Food and Nutrition Service Mid-Atlantic Regional Office Mercer Corporate Park 300 Corporate Blvd. Robbinsville, NJ 08691-1598 (609) 259-5100	District of Columbia Delaware Maryland New Jersey Pennsylvania Puerto Rico Virginia Virgin Islands West Virginia



Southeast	Jane Monahan, Regional Director Supplemental Food Programs USDA, Food and Nutrition Service Southeast Regional Office 61 Forsyth Street, SW Room 8T36 Atlanta, GA 30303-3427 (404) 562-7100	Alabama Florida Georgia Kentucky Mississippi North Carolina South Carolina Tennessee
Midwest	Sandra Slayton, Regional Director Supplemental Nutrition Programs USDA, Food and Nutrition Service Midwest Regional Office 77 West Jackson Blvd. 20th Floor Chicago, IL 60604-3507 (312) 886-6625	Illinois Indiana Michigan Minnesota Ohio Wisconsin
Southwest	Sondra Ralph, Regional Director Supplemental Nutrition Programs USDA, Food and Nutrition Service Southwest Regional Office 1100 Commerce Street Dallas, TX 75242 (214) 290-9812	Arkansas Louisiana New Mexico Oklahoma Texas
Mountain Plains	Ralph Anzur, Regional Director Supplemental Nutrition Programs USDA, Food and Nutrition Service Mountain Plains Regional Office 1244 Speer Blvd., Suite 903 Denver, CO 80204 (303) 844-0331	Colorado Iowa Kansas Missouri Montana Nebraska North Dakota South Dakota Utah Wyoming

Western

Cordelia Fox, Regional Director  
Supplemental Nutrition Programs  
USDA, Food and Nutrition Service  
Western Regional Office  
550 Kearny Street, Room 400  
San Francisco, CA 94108  
(415) 705-1313

Alaska  
Arizona  
California  
Guam  
Hawaii  
Idaho  
Nevada  
Oregon  
Washington  
American Samoa

**FY 2004**  
**Updated State Plan**  
**Information**

**WIC FARMERS' MARKET NUTRITION PROGRAM**  
**Updated State Plan Information**  
**Fiscal Year 2004**

At a minimum, each State agency must provide the following information to FNS Regional Offices annually. Even if all other items have remained unchanged (such as months of program operation and months of coupon issuance), State agencies must complete this section of the guidance, including the **budget pages** and the **expansion fund pages** for those State agencies requesting expansion funds.

**FY 2003**

1. Estimated number of FMNP recipients served with FMNP Federal and State funds in FY 2003 (previously participating fiscal year): 19,811
  
2. Number of FMNP local agencies reviewed in FY 2003: 7. Briefly summarize findings and corrective action taken from local agency reviews.

Findings from Local WIC / FMNP Agency reviews included:

Lack of updating proxies, missed nutritional risks in determining eligibility, lack of second nutrition education contacts, and check security issues.

Corrective plans of actions included training for staff, follow-up of cited issues during QA reviews, review of security procedures, and improved documentation.

3. Number of participating farmers' markets reviewed in FY 2003: 10. The number of farmers reviewed in FY 2003: 10. Briefly summarize findings and corrective actions taken from any reviews conducted of farmers' markets and/or farmers.

Failure to post FMNP Authorized signage, failure to post prices, failure to check participant signatures during transactions.

Signage was provided to authorized farmers, individual training was provided re: need to post prices and transaction procedures.

**FY 2004**

4. Number of **FMNP local agencies** to be reviewed in FY 2004: 6 (all local agencies at least once every two years)

Number of **farmers' markets** to be reviewed in FY 2004: 6 (minimum 10%)

Number of **farmers** to be reviewed in FY 2004: 10 (minimum 10%)

**FMNP Grant Request:**

5. Estimated number of FMNP recipients to be served with FMNP Federal and State funds in FY 2004:

**(Excluding Expansion)**

**(Including Expansion, If Any)**

3,282 Pregnant women \_\_\_\_\_

819 Breastfeeding women \_\_\_\_\_

1,679 Postpartum women \_\_\_\_\_

2,215 Infants (over 4 months of age) \_\_\_\_\_

11,816 Children (if sub-categories of \_\_\_\_\_  
children, e.g., ages 1-2 years  
old and 3-4 years old are defined  
by the State agency, please indicate  
accordingly)

0 Other designation (e.g., only Priority I \_\_\_\_\_  
pregnant or breastfeeding women)

19,811 Total (Benefits will be issued to these recipients,  
anticipating that the average value redeemed will be approximately \$10.00)

6. Check (X) the type of FMNP recipients to whom benefits will be issued:

X Individuals \_\_\_\_\_ Households

7. Indicate the total benefit amount that each FMNP recipient will receive: \$ 20.00  
**(Please note:** Federal regulations at section 248.8(b) state that the value of the Federal share of the FMNP benefits received by each recipient, or by each family within a household in those States which elect to issue benefits on a household basis under section 248.6(c) may not be less than \$10 per year or more than \$20 per year.)

8. Do you plan to use non-Federal funds to provide FMNP benefits to non-WIC recipients?  
     Yes   X   No

If you answered **YES**, please describe this caseload; include the name(s) of the program and the sources of non-Federal funds:

9. Indicate the total number of local agencies serving FMNP recipients, and the number of each type of farmers' markets, farmers, and/or farmstands authorized:

<u>    </u> <u>    </u> <u>    </u>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u> <u>    </u> <u>    </u>
	<u>    </u> <u>    </u> <u>    </u>		<u>    </u> <u>    </u> <u>    </u>
<u>  13  </u>	local agencies	<u>  12  </u>	local agencies
<u>  15  </u>	farmers' markets	<u>  16  </u>	farmers' markets
<u>  60  </u>	farmers	<u>  62  </u>	farmers
<u>   0  </u>	farmstands	<u>   0  </u>	farmstands

Farmstands may only be authorized with prior FNS approval, where necessary to ensure adequate recipient access to a farmers' market. Describe below the criteria used to authorize farmstands.

RI FMNP does not authorize farmstands.

10. If fruits, vegetables, and/or fresh herbs have been **added** to the State agency's list of eligible foods for FY 2004, list (or attach a list) of those items.

No new items have been added to the allowed list.

11. Is the State agency applying for (not more than) **2 percent of the total program funds for market development or technical assistance** in FY 2004?

     yes   X   no

If **yes**, indicate justification for requesting market development or technical assistance funds.

12. Describe the source(s) and amounts the State agency intends to use to meet the minimum **30 percent State match requirement** for the FMNP. **(Please note that the 30 percent**

**minimum match requires both a food and administrative contribution):**

<b>Type</b>	<b>Source</b>	<b>Amount</b>
State and local funds	R.I. Dept. of Health	\$60,000
Private funds		
In-kind Contributions	R.I. Dept of Environmental Management	\$37,500
Similar Programs		
Program Income		

State and local funds: \_\_\_\_\_

Private Funds: Please include a detailed description of all cash donations or letters of commitment from the organizations or individuals planning to make such donations.

\_\_\_\_\_

\_\_\_\_\_

In-kind Contributions: If any portion of the State agency minimum 30 percent matching requirement will be met through in-kind contributions, please describe the in-kind contribution, its value, and include any supporting documentation.

Dept. of Environmental Management, Division of Agricultural Resources and Marketing has oversight over all farmers. In conjunction with the HEALTH WIC Program FMNP, farmers are approved and eligible to sell at the various markets.

Division of Agriculture has contributed to the cost of cooking demonstrations at the Farmer's Markets. In addition to cookbooks produced by HEALTH WIC Program FMNP, these demonstrations promote the use of healthy locally grown produce in easy to prepare, culturally diverse dishes. Promotional and media placement are key to the marketing of the Markets. \$17,500

The Division of Agriculture supports four (4) of the markets by acting as Market Managers, providing oversight management of these markets at no cost to the farmers in those markets. Operating costs includes costs of tents, food demonstrations, publicity, staffing of at least one FTE on a 4.5 hr shift in the field from June through October, and transportation. \$20,000

Similar Programs: Include the title of the program, the source of funding and a brief

description of how the program operates: \_\_\_\_\_

\_\_\_\_\_  
Program Income: (describe type and source ) \_\_\_\_\_

\_\_\_\_\_



**No expansion funds requested for FY 04**

**FY 2004  
Request for Expansion  
Funds**

**WIC Farmers' Market Nutrition Program  
Request for Expansion  
Fiscal Year 2004**

This section should be completed only if a State agency operated a Federally-funded WIC Farmers' Market Nutrition Program in fiscal year (FY) 2003. If a State agency is requesting an increase in Federal funds above their base Federal grant, the expansion request should be consistent with expanding benefits to more recipients or by enhancing current benefits, or a combination of both, and expanding the awareness and use of farmers' markets. **Expansion funds are subject to the 30 percent match requirement.** Generally, to be eligible for expansion funds, a State agency must 1) **have utilized at least 80 percent of its prior year food grant, and 2) provide documentation supporting the expansion request.** A State agency that did not spend at least 80 percent of its prior year food grant may still be eligible for expansion funds, if, in the judgment of FNS, a good cause existed.

**Based on the availability of funds and the justification provided to FNS, expansion requests will be granted as early in the fiscal year as possible, but no later than February 15, 2004.**

Rhode Island FMNP is not requesting expansion funding at this time.

1. Base Grant amount for FY 2004 (this is your final FY 2003 grant amount):  
\$ \_\_\_\_\_.
2. Amount of expansion funds (additional Federal funds above your FY 2004 base grant in item number 1) requested: \$ \_\_\_\_\_.
3. Estimated amount and percent of Federal FMNP food funds spent by the State during FY 2003: \$ \_\_\_\_\_ and the % \_\_\_\_\_.
4. Describe the source (s) and amounts for the match funds to support the expansion request.
  
5. Briefly describe the reason(s) for requesting funds to expand the FMNP, include any supporting documentation. Attach additional sheets as needed.

6. Number of additional recipients above the previous year's level the State agency hopes to serve (by category) with the expansion funds:

_____	Pregnant women	_____
_____	Breastfeeding women	_____
_____	Postpartum women	_____
_____	Infants (over 4 months of age)	_____
_____	Children (if sub-categories of children, e.g., ages 1-2 years old and 3-4 years old are defined by the State agency, please indicate accordingly)	_____
_____	Other designation (e.g., only Priority I pregnant or breastfeeding women)	_____
_____	Total	_____

7. Number of additional farmers' market sites the State agency anticipates authorizing:

\_\_\_\_\_ Please include market locations and addresses here.

8. If the State agency intends to increase the benefit level with expansion funds, what will be the benefit level after expansion? \_\_\_\_\_

9. Briefly describe the State agency's administrative capacity to manage effectively the requested increase in FMNP caseload.

# **FY 2004 State Plan of Operations**

Revisions from FY '03 to FY '04 FMNP Plan include:

Number of Authorized FMNP sites increased

Number of Authorized farmers increased

Authorizing "Out-of-State" farmers in limited circumstances

Reducing the federal grant request due to restricted matching funds

**WIC FARMERS' MARKET NUTRITION PROGRAM**  
**State Plan of Operations**  
**Fiscal Year 2004**

**Please identify clearly any attachments/addenda pages according to the numbering system used in this format.**

**I. Goals**

Describe the State agency's plans to achieve the dual purposes of the FMNP, i.e., providing a nutritional benefit to WIC recipients and expanding the awareness and use of farmers' markets. Also describe how the State agency plans to target the program to areas with high concentrations of eligible persons with the greatest access to farmers' markets. Be sure to include any special features, such as the use of volunteers and community resources or specialized management information systems, which the State agency plans to implement for the enhancement of its operation and administration of the FMNP.

For State agencies submitting their initial application for funding, please summarize any prior experience with similar farmers' market projects or programs. The summary should describe:

- a. the number and category of recipients served;
- b. the extent of the program, for example, limited to a city, county or was it a statewide program; and
- c. the source of funding for the program.

Please include any data concerning the value or impact of the program(s).

## **Distribution of FMNP Checks to Eligible Participants**

Current actively enrolled WIC participants, over the age of 5 months, will be provided with \$20 worth of "Farm Fresh" checks redeemable at participating Farmers Markets to purchase fresh fruits and vegetables. Checks will be provided once during the FMNP program year (June 1 through October 31) to each eligible participant. If funding is limited, FMNP benefits will be issued through a prioritization process.

### **FMNP Sites**

Since first implemented in RI in 1994, FMNP sites have expanded from four (4) markets to 15. These sites are scattered across that state, which enables all 25 WIC sites to issue FMNP checks to their eligible clients.

The relationship between the continued growth of the FMNP and farmers market site expansion is clear. Since the inception, the number of farmers has also expanded from 40+ to 62.

In FY '03, the RI FMNP markets redeemed \$178,344 worth of FMNP checks. FMNP benefits were issued statewide to 19,448 recipients. All eligible categories received FMNP benefits.

### **Funding Resources**

State funding (cash) is the primary source of the matching funding required for FMNP administration. The RI Department of Environmental Management, Division of Agriculture provides additional matching through a variety of in-kind support services.

## **II. General Administration**

1. Estimated number of FMNP recipients in FY 2003 (if applicable): 19,811
2. Estimated number of FMNP recipients for FY 2004: 19,811
3. Proposed months of Program operation: June through Oct. 2004.
4. Proposed months of FMNP coupon issuance: May through August 2004.
5. Staffing  
List all FMNP staff positions below, including both full and part-time positions. Attach job descriptions for each position. An organizational flow chart identifying levels of

responsibility can be provided with this list.

**Paid through Federal FMNP Administrative funds**

<u>Position</u>	<u>Full Time</u>	<u>Part Time</u>
<u>Chief, WIC Program</u>	_____	<u>X</u>
<u>Asst. Health Prog. Admin.</u>	_____	<u>X</u>
<u>Student Intern</u>	_____	<u>X</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Paid through State FMNP funds**

_____	_____	_____
_____	_____	_____
_____	_____	_____

**Paid through other funding source(s)-- specify source(s)--In-Kind**

6. **If the FMNP State agency is not the WIC State agency, what functions will be performed by State or local WIC Program staff? Check all that apply.**

N/A

- \_\_\_\_\_ Issue FMNP coupons to recipients
- \_\_\_\_\_ Issue FMNP coupons to local agencies
- \_\_\_\_\_ Provide nutrition education for the FMNP
- \_\_\_\_\_ Reconcile FMNP coupons
- \_\_\_\_\_ Conduct FMNP reviews of authorized sites

- \_\_\_\_\_ Certify recipients for the FMNP
- \_\_\_\_\_ Certify farmers/farmers' markets
- \_\_\_\_\_ Monitor farmers/farmers' markets

Include a copy in the attachment section of the signed agreement between the FMNP State agency and the WIC State agency (if different) delineating the functions to be performed as indicated above. The written agreement should delineate the responsibilities of each agency, specific work activities, and identify the responsible designated representative of each agency.

7. **Will any other agency(s), e.g., non-profit or for-profit organizations, or extension service provide services for the FMNP State agency?** Yes \_\_\_\_\_ No X

If yes, list the agency(s). Include a copy of the signed agreement between the FMNP State agency and the non-profit or for-profit organizations delineating the services to be performed in the addendum section.

8. **Check (X) the type of FMNP recipients to whom FMNP benefits will be issued:**

X Individuals \_\_\_\_\_ Households

9. Indicate the total FMNP benefit amount using Federal and State funds that each FMNP recipient will receive: \$ 20.00 (Please note: Federal regulations at section 248.8(b) state that the value of the Federal share of the FMNP benefits received by each recipient, or by each family within a household in those States which elect to issue benefits on a household basis under section 248.6(c) may not be less than \$10 per year or more than \$20 per year.)

### **III. Funding**

1. Describe in detail the State agency's financial management system that provide for accurate, current and complete disclosure of the financial status of the FMNP. At a minimum include the following elements:
- a. procedure, which enables prompt and accurate payment of allowable costs, ensures that costs claimed are in accordance with A-87 (Cost Principles



Applicable to Grants and Contacts with State and Local Governments) and FNS guidelines and instructions. See Section 248.12(b) of FMNP regulations for allowable costs; **See Attachment #1**

- b. procedures for obligating funds, include dispersing funds from Letter of Credit; **See Attachment #1**
- c. description of how farmers are paid, claims procedures for overpayments to farmers, farmers' markets, and recipients; and **See Attachment #2**
- d. description of the time reporting system used to distribute employee salaries and related costs. **See Attachment #1**

2. Describe the source(s) and amounts the State agency intends to use to meet the minimum **30 percent State match requirement** for the FMNP. **(Please note that the 30 percent minimum match requires both a food and administrative contribution.):**

Type	Source	Amount
State and local funds	R.I. Dept. of Health	\$70,000
Private funds		
In-kind Contributions	R.I. Dept of Environmental Management	\$37,500
Similar Programs		
Program Income		

State and local funds: State budget

Private Funds: Please include a detailed description of all cash donations or letters of commitment from the organizations or individuals planning to make such donations.

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In-kind Contributions: If any portion of the State agency minimum 30 percent matching requirement will be met through in-kind contributions, please describe the in-kind contribution, its value, and include any supporting documentation. \_\_\_\_\_

Dept. of Environmental Management, Division of Agricultural Resources and Marketing has oversight over all farmers. In conjunction with the HEALTH WIC Program FMNP, farmers are approved and eligible to sell at the various markets.

Division of Agriculture has contributed to the cost of cooking demonstrations at the Farmer's Markets. In addition to cookbooks produced by HEALTH WIC Program FMNP, these demonstrations promote the use of healthy locally grown produce in easy to prepare, culturally diverse dishes. Promotional and media placement are key to the marketing of the Markets. \$17,500

The Division of Agriculture supports four (4) of the markets by acting as Market Managers, providing oversight management of these markets at no cost to the farmers in those markets. Operating costs includes costs of tents, food demonstrations, publicity, staffing of at least one FTE on a 4.5 hr shift in the field from June through October, and transportation. \$20,000

---

Similar Programs: Include the title of the program, the source of funding and a brief description of how the program operates: \_\_\_\_\_

---

Program Income: (describe type) \_\_\_\_\_

---

3. Is the State agency seeking approval to use not more than 2 percent of its total program funds for market development or technical assistance to farmers' markets in FY 2004?  
\_\_\_\_\_ yes  no

These funds are only available for farmers' markets in socially or economically disadvantaged areas, or remote rural area, where individuals eligible for participation in the program have limited access to locally grown fruits and vegetables. **If yes, describe the justification for the market development or technical assistance funds.**

4. Describe in detail the State agency's record keeping system for the FMNP, addressing **at a minimum, the following areas:**

- a. financial operations **See Attachment #1**
- b. coupon issuance and redemption **See Attachment #2 and #3**
- c. FMNP participation reporting **See Attachment #1 (page 6-23)**

If forms have been developed to facilitate any of these functions, an example of the forms, along with a brief explanatory statement regarding the intent of each form (if necessary) should be attached to this document. A description of the State's financial management system is required earlier in this section. If some of the same information or forms are used to meet both aspects of this Plan, it is not necessary to duplicate that information. It may be cross-referenced to the section where it is covered most completely, i.e., here or earlier in the State plan.

5. **Federal Funds Request**

The following explains the types of worksheets used to calculate your Federal funds request.

**FMNP Administrative Estimated Federal Budget Worksheet:** This worksheet provides the State agency's estimate of administrative expenses for the fiscal year.

**Federal Funds and Match Worksheet:** **Current State agencies** that are not seeking an increase to their previous year's grant **do not** have to complete the Federal funds request and State Match worksheet.

**New State agencies** may use **either** the "abbreviated" funding worksheet or the "long" funding worksheet to determine the amount of Federal funds to request.

The "**abbreviated**" worksheet should be used if you know the amount of State funds available to meet the match requirement and simply need to determine the amount of Federal funds such matching funds can support.

**FY 2004 FMNP ESTIMATED FEDERAL BUDGET**

<b>Total Federal Funds requested: (Prior Year's Total Federal Grant)</b>	<u>\$196,796</u>
<b>Less: Federal Administrative Funds at 17% of total:</b>	<u>\$33,455</u>
<b>Less: Market Devel. /Technical Assist. Funds: (up to 2% of total):</b>	<u>\$0</u>
<b>Federal Food Funds: (83% of total without market development *****OR*****</b>	<u>\$163,340</u>

(81% of total with market development funds request)

**Administrative Budget Estimate**

Coupon Management	Market Management	Nutrition Education	Financial Management	Total
\$ 6,691	\$ 10,036	\$ 10,036	\$ 6,692	\$ 33,455
20 %	30 %	30 %	20 %	100%

**Coupon Management:** Printing and reconciling coupons, issuing coupons to recipients, and instructing recipients on the purpose of the program and proper use of coupons.

**Market Management:** Authorizing, training, technical assistance, marketing, and monitoring of farmers/ farmers' markets.

**Nutrition Education:** Instructing recipients on the nutritional benefits of fresh, nutritious, unprepared foods such as fruits and vegetables.

**Financial Management:** Preparing financial and recipient reports, issuing payments to farmers/farmers' markets, and costs associated with FMNP audits.

## ABBREVIATED FEDERAL FUNDS REQUEST WORKSHEET

This worksheet should be completed by State agencies who know the amount of State funds available to meet the matching requirement, and simply need to determine the level of Federal funds the State matching funds can support.

Available State Funds: \$ 84,341 (A)  
 (State funds represent 30% of the total projected program costs, includes both food and administrative contributions.)

Total Projected Program Cost: \$ 281,137 (B)  
 (To determine the total program cost divide your State funds (A) by 30%)

Total Federal Funds Requested: \$ 196,796 (C)  
 (To determine the amount of Federal funds to request (C), subtract your State funds (A) from the total projected program costs (B).)

### FEDERAL CASELOAD CALCULATION:

This portion of the worksheet determines the number of recipients that can be supported with the Federal funds requested.

Without 2% mkt. dev.      With 2% mkt. dev.

Total Federal Funds Requested: \$ 196,797 (A) \_\_\_\_\_  
 (Same as (C) above)

Percent of Total Federal Funds Available for Food                      x .83                      **\*\*OR\*\***                      x .81

Available Food Funds                      \$ 163,340                      (B) \_\_\_\_\_

Proposed Federal Food Benefit Level:                      divided by                      divided by  
 (Minimum \$10; Maximum \$20)                      \$20.00                      (C) \_\_\_\_\_

Total Projected Federal Caseload:                      8,167 (B÷C)                      \_\_\_\_\_

**(This calculation assumes that each category of recipients, i.e., women, infants and children, will receive the same benefit level. )**

**FEDERAL FUNDS REQUEST AND STATE MATCH WORKSHEET -  
INSTRUCTIONS**

**Step 1: FEDERAL FOOD FUNDS:** Determine the number of persons that the State plans to serve with Federal funds (A). Multiply the number of recipients to be served (A) by the Federal benefit amount (B) (not less than \$10 or more than \$20) to obtain the amount of Federal food funds requested (C). If the State agency intends to issue varying benefit amounts by recipient category, each category must be specified and calculated separately in the columns provided. Add each of the amounts by category (C<sub>1</sub>) + (C<sub>2</sub>) + (C<sub>3</sub>), etc. to obtain the total amount of Federal food funds (C). If the State agency does not intend to issue varying benefit amounts by recipient category, only the first column need be completed.

**Step 2: FEDERAL FOOD AND ADMINISTRATIVE FUNDS:** Divide the result of Step 1 (C) by .83. This yields the total Federal funding being requested by the State agency for food benefits and administrative funds (D). Note that this calculation provides 17 percent of total Federal funds for administrative purposes; however, the State may elect to use all or part of this administrative allowance for food benefits in addition to that already identified in (C).

**Step 3: TOTAL PROGRAM COST:** Divide the total Federal funds (D) by 0.7. This establishes the total program cost including both Federal funds and minimum State match from non-Federal sources (E).

**Step 4: MINIMUM STATE MATCH:** Multiply the total program cost (E) by 0.3. This establishes the required State match (F) based on the Federal funding request specified in Step 2 (D). Again, up to 17 percent of the required State match can be utilized for administrative purposes. However, at State option all or part of this amount can be used to provide additional food benefits

**FEDERAL FUNDS REQUEST AND STATE MATCH WORKSHEET**

<u>CATEGORY I</u> (specify)	<u>CATEGORY II</u> (specify)	<u>CATEGORY III</u> (specify)
--------------------------------	---------------------------------	----------------------------------

**1. FEDERAL FOOD FUNDS**

Number of proposed program recipients (by category, if applicable) to be Federally funded.	___8,167___ (A1)      _____ (A2)	_____ (A3)
	x	x

Proposed food benefit level.	___\$20.00___ (B1)      _____ (B2)	_____ (B3)
------------------------------	------------------------------------	------------

Multiply (A) x (B) to	= ___\$163,340___ (C1)      _____ (C2)	_____ (C3)
-----------------------	--	------------

calculate amount of Federal food funds (by category) proposed for program recipients.

(C1) + (C2) + (C3) etc. = \_\_\_\$163,340\_\_\_ (C)

**2. FEDERAL FOOD AND ADMINISTRATIVE FUNDS**

Without 2% mkt. dev.	With 2% mkt. dev.
----------------------	-------------------

Amount of requested Federal food benefit funds. (83% <b>OR</b> 81%)	___\$163,340___ (C)	_____ (C)
	÷ .83	** <u>OR</u> **      ÷ .81

Total Federal funding request. (food + admin)	= ___\$196,796___ (D)	_____ (D)
---	-----------------------	-----------

**3. TOTAL FEDERAL PROGRAM COST**

Total Federal funding request.	___\$196,796___ (D)	
	Food (C)	
	+	
	Admin (D - C)	
	÷ 0.7	

**4. TOTAL PROGRAM COST**

Total State + Federal Program Cost	= ___\$281,137___ (E)	
------------------------------------	-----------------------	--

x 0.3 (or E - D)

Minimum required	= ___\$84,341___ (F) State match	
------------------	----------------------------------	--

## **FOOD BENEFIT ALLOCATION PLAN/STATE MATCH WORKSHEET - INSTRUCTIONS**

**(Step 1 - 4: calculated on previous work sheet)**

**Step 5: NON-FEDERAL FOOD FUNDS FOR RECIPIENTS:** Determine the number of recipients that will be served using non-Federal funds, in addition to those identified in (A). Multiply the number of recipients to be served (G) by the non-Federal benefit amount (H) (no limits) to obtain the proposed non-Federal funds for recipients (I). If the State agency intends to issue varying benefit amounts by recipient category, each category must be specified and calculated separately in the columns provided. Add each of the amounts (I<sub>1</sub>) + (I<sub>2</sub>) + (I<sub>3</sub>), etc. to obtain the total proposed amount of State funds (I). If the State agency does not intend to issue varying benefit amounts by recipient category, only the first column need be completed.

**Step 6: NON-FEDERAL FOOD FUNDS TO ENHANCE BENEFITS TO  
FEDERALLY SUPPORTED RECIPIENTS:** Determine the number of Program recipients identified in (A) to receive enhanced benefits supported by non-Federal funds (J). This number must be equal to or less than (A). Varying benefit amounts by recipient category must be specified and calculated separately in the columns provided. Multiply the number of recipients proposed to receive enhanced benefits supported by non-Federal sources (J) by the non-Federal benefit amount (K).

**Step 7: NON-FEDERAL FOOD FUNDS FOR ALL OTHER RECIPIENTS:** Determine the number of all other recipients not included in (G) or (J) above that will be served using non-Federal funds. If the State agency intends to issue varying benefits by recipient category, each category must be specified and calculated separately in the columns provided. Multiply the number of all other recipients proposed to receive benefits supported by non-Federal sources (M) by the non-Federal benefit amount (N).

**Step 8: TOTAL NON-FEDERAL SUPPORT TO FARMERS' MARKET  
PROGRAM:** Add (I), (L), and (O) to calculate non-Federal food support to this program. Divide this amount by .83 to calculate total non-Federal support available for matching requirement (Q).

**Step 9: STATE MATCH DOCUMENTATION:** Compare (P) and (Q) to (F). If either of these numbers is equal to or greater than (F), the State has the potential to meet its match. If (T) is not equal to or greater than (F), the State cannot meet its required match. The entire process from Step 1 to 8 must be repeated, until the State can document its ability to meet its match. It may either reduce its request for Federal funding, or increase its non-Federal funding support for the program.



**FOOD BENEFIT ALLOCATION PLAN/STATE MATCH WORKSHEET**

**(Steps 1 - 4 on previous worksheet)**

<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>
(specify)	(specify)	(specify)

**5. NON-FEDERAL FOOD FUNDS**

**FOR RECIPIENTS**

Number of recipients  
(by category, if  
applicable) to be served  
by non- Federal funds in  
addition to (A)

_____ 3,500 _____ (G1)	_____ (G2)	_____ (G3)
* note anticipate 50% redemption rate		
x	x	x

Proposed non-Federal  
benefit level (H)

_____ 20.00 _____ (H1)	_____ (H2)	_____ (H3)
------------------------	------------	------------

Non-Federal funds

_____ 70,003 _____ (I1)	_____ (I2)	_____ (I3)
-------------------------	------------	------------

**(I1) + (I 2) + (I 3) etc. = \_\_\_\_\_ 70,003 \_\_\_\_\_ (I)**

**6. NON-FEDERAL FOOD FUNDS  
TO ENHANCE BENEFITS TO  
FEDERALLY SUPPORTED  
RECIPIENTS**

Number of proposed recipients  
in (A) (by category, if  
applicable) to receive  
enhanced benefits using  
non-Federal funds

_____ 0 _____ (J1)	_____ (J2)	_____ (J3)
x	x	x

Proposed non-Federal  
enhancement level

_____ 0 _____ (K1)	_____ (K2)	_____ (K3)
--------------------	------------	------------

Non-Federal funds =

_____ 0 _____ (L1)	_____ (L2)	_____ (L3)
--------------------	------------	------------

**(L1) + (L2) + (L3) etc. = \_\_\_\_\_ 0 \_\_\_\_\_ (L)**

**7. NON-FEDERAL FOOD FUNDS**

**FOR ALL OTHER**

Number of proposed persons  
other than those in (G)  
or (J) (by category, if  
applicable) to be served  
with non-Federal funds.

0 (M1)                      (M2)                      (M3)

x x x

Proposed non-Federal  
benefit level

0 (N1)                      (N2)                      (N3)

Non-Federal funds =

0 (O1)                      (O2)                      (O3)

(O1) + (O2) + (O3) etc. = 0 (O)

**8. TOTAL NON-FEDERAL SUPPORT**

**ADD**

I \$70,003 (I)

+ L \$0 (L)

+ O \$0 (O)

to calculate total  
non-Federal food  
support

70,003 (P)

÷ .83

to calculate total  
non-Federal support

\$84,431 (Q)

**9. STATE MATCH DOCUMENTATION**

Compare (P) and (Q) to (F)

If either of these numbers is equal to or greater than (F), the State has the potential to meet its match. If (Q) is not equal to or greater than (F), the State cannot demonstrate potential to meet its required match. Adjustments must be made to decrease the Federal funding request or increase the non-Federal funding.

**IV. Certification**

1. Describe the State agency's plans to target areas with high concentrations of eligible persons and access to farmers' markets within the broadest possible geographic area. For example, will the State concentrate on serving only a few areas where there are large numbers of WIC recipients who have access to farmers' markets, or will it provide State wide coverage?

a. Provide a detailed description of the service area(s), including the number and addresses of participating markets and area WIC clinics.

**Sufficient funding means that FMNP benefits are available to all infants (> 5 months of age), children and women on the RI WIC Program.**

b. Attach a map outlining the service area(s) and proximity of markets to clinics.  
**See Attachment #3**

c. Estimated number of WIC recipients per clinic:

<u>Clinic</u>	<u># of Recipients</u>
_____	_____
_____	_____
_____	_____

2. Intended FMNP recipients:

<b>(Excluding Expansion)</b>	<b>(Including Expansion)</b>
<u>  X  </u> WIC recipients only	_____
_____ WIC applicants on waiting lists only	_____
_____ Both	_____

3. Will all WIC recipients in an FMNP service delivery area be issued FMNP coupons, or certain categories/groups only?

  X   All eligible recipients  
 \_\_\_\_\_ Specified categories/groups:(check all that apply)

**(Excluding Expansion)**

**(Including Expansion)**

- |   |       |
|---|-------|
| _____ Pregnant women  | _____ |
| _____ Breastfeeding women   | _____ |
| _____ Postpartum women  | _____ |
| _____ Infants (over 4 months of age)  | _____ |
| _____ Children (if sub-categories of children, e.g., ages 1-2 years old and 3-4 years old are defined by the State agency, please indicate accordingly) | _____ |
| _____ Other designation (e.g. only Priority I pregnant or breastfeeding women)  | _____ |

**V. Coupon and Market Management**

**1. Issuing FMNP coupons to recipients**

- a. Describe the State agency's procedures for ensuring the secure transportation and storage of coupons. Include any type of reporting form used to gather data.

**See Attachment #4 - page 3**

- b. Describe the coupon issuance system for recipients. Include any type of reporting form used to gather data. Include in your description the method used to transport coupons from the contractor who produces them to the State agency, and from the State agency to the local WIC clinics. Include a description of how unissued FMNP coupons are stored.

**See Attachment #4 - page 3**

- c. Describe the State agency's system for instructing recipients on the proper use of FMNP coupons. If this function is to be performed by the WIC local agency on behalf of the FMNP State agency, indicate accordingly, who issues the coupons; what materials are provided during issuance; and who explains the use of the coupons and redemption procedures to the recipient.

**See Attachment #4 - page 3**

- d. Attach a copy of the log or other form used to record coupon issuance to valid certified recipients.

**See Attachment #4**

## **2. Authorization of farmers and/or farmers' markets or both**

The State agency is responsible for the fiscal management of, and accountability for FMNP-related activities for farmers and/or farmers' markets. Each State agency may decide whether to authorize farmers individually, farmers' markets, or both farmers and farmers' markets. Only farmers and/or farmers' markets authorized by the State agency may redeem FMNP coupons.

- a. Describe the State agency's general authorization procedures for farmers and/or farmers' markets.

**See Attachment # 5 – FMNP Sponsor Guidelines**

**See Attachment #6 – FMNP Farmers Guidelines**

- b. List or attach the criteria used to authorize farmers' markets. Examples of authorization criteria include: 1) permanent market location; 2) sufficient number of growers who participate in the market; 3) a wide selection of products or; 4) good community support from non-FMNP sales.

**See Attachment # 5 – FMNP Sponsor Guidelines**

- c. List or attach the criteria used to authorize farmers. Examples of authorization criteria include: 1) grows a specified percentage (to be entered by the State agency) of the produce to be sold; 2) owns land within the State where produce is

grown or, 3) certified by the State Agriculture Department, Cooperative Extension Agent or by a Farmers' Market Association within the State.

**See Attachment # 5 – FMNP Sponsor Guidelines**

**See Attachment #6 – FMNP Farmers Guidelines**

- d. How does the State agency define “eligible foods”? List or attach a list of the fruits, vegetables, and/or fresh herbs. For the purposes of the FMNP, eligible foods mean fresh, nutritious, unprepared, locally grown fruits, vegetables and herbs. Eligible foods may not be processed or prepared beyond their natural state except for usual harvesting and cleaning processes. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of ineligible foods for purposes of the FMNP. State agencies can also describe eligible foods as “all fruits, vegetables and herbs locally grown except...”

**See Attachment # 7 – FMNP Allowed Produce**

- e. How does the State agency define "locally grown produce" in order to designate FMNP eligible foods?

**See Attachment # 5 – FMNP Sponsor Guidelines, page 3**

- f. To what extent does the State agency permit or prohibit the participation of individuals who are selling produce grown by someone else, in addition to their own produce?

**See Attachment # 5 – FMNP Sponsor Guidelines, page 2**

- g. Under what conditions, if any, does the State agency authorize farmstands to ensure adequate access to the FMNP by WIC recipients, i.e., a location in which a single, individual farmer sells their own produce directly to consumers in contrast to a farmers' market or a nonprofit organization that does not produce their own produce, but realize a profit from such sales. **The use of farmstands requires prior FNS approval.** Please describe.

**RI FMNP does not authorize farm stands.**

- h. Indicate the number and type of farmers' markets, farmers, and/or farmstands that will be authorized in FY 2004:

16 farmers' markets

62 farmers

0 farmstands

i. Does the State agency require that the Market Manager be bonded?

           Yes        X   No

### 3. Farmers and/or Farmers' Market Agreements

Each State agency shall enter into a written agreement with all participating farmers and/or farmers' markets. Included in this agreement will be sanctions for non-compliance with FMNP requirements and contain at a minimum the following specifications. Please include the FMNP State agency and Farmers'/Farmers' Market Agreement in the addendum.

**See Attachment # 8 – FMNP Market Sponsor Agreement**

**See Attachment # 9 – FMNP Farmer Agreement**

a. The farmers and/or farmers' market shall:

- i. provide such information as the State agency shall require for its periodic reports to FNS;
- ii. assure that FMNP coupons are redeemed only for eligible foods;
- iii. provide eligible foods at the current price or less than the current price charged to other customers;
- iv. accept coupons within the dates of their validity and submit coupons for payment within the allowable time period established by the State agency;
- v. in accordance with a procedure established by the State agency, mark each transacted coupon with a farmer identifier. In those cases where the agreement is between the State agency and the farmer, each transacted FMNP coupon shall contain a farmer identifier and shall be batched for reimbursement under that identifier. In those cases where the agreement is between the state agency and the farmers' markets, each transacted FMNP coupon shall contain a farmer identifier and be batched for reimbursement under a farmers' market identifier;
- vi. accept training on FMNP procedures and provide training to farmers and any employees with FMNP responsibilities on such procedures;
- vii. agree to be monitored for compliance with FMNP requirements –

- including both overt and covert monitoring;
  - viii. be accountable for actions of farmers or employees in the provision of foods and related activities;
  - ix. pay the State agency for any coupons transacted in violation of this agreement;
  - x. offer FMNP recipients the same courtesies as other market customers;
  - xi. comply with the nondiscrimination provisions of USDA regulations;
  - xii. notify the State agency if any farmer or farmers' market ceases operation prior to the end of the authorization period. Provide the State agency with a regularly updated list of all farmers at the authorized market who accept FMNP coupons in exchange for their produce, and their effective dates of participation.
- b. The farmers and/or farmer's market shall not:
- i. collect sales tax on FMNP coupon purchases;
  - ii. seek restitution from FMNP recipients for coupons not paid by the State agency: and
  - iii. issue cash change for purchases that are in an amount less than the value of the coupon(s).
- c. Neither the State agency nor the farmer and/or farmers' market have an obligation to renew the agreement. Either the State agency or the farmer and/or farmers' market may terminate the agreement for cause after providing advance written notification. The period of time within which such advance notification must be provided is to be stipulated by the State agency as part of the standard agreement.
- d. The State agency may deny payment to the farmer and/or farmers' market for improperly redeemed FMNP coupons or may establish a claim for payments already made on improperly redeemed coupons. The State agency may disqualify a market and/or a farmer for program abuse with a minimum of 15 days advance written notification.
- e. The State agency may disqualify a farmer and/or farmers' market for FMNP abuse.
- f. A farmer and/or farmers' market that commits fraud or engages in other illegal activity is liable to prosecution under applicable Federal, State or local laws.
- g. A farmer and/or a farmer's market may appeal an action of the State



agency denying its application to participate, imposing a sanction, or disqualifying it from participating in the FMNP. If a State agency has agreements with farmers' markets, then a farmer shall appeal such actions to the farmers' market or farmers' association. Expiration of a contract or agreement shall not be subject to appeal through the FMNP State agency.

- h. Agreements may not exceed 3 years. How long are the farmers and/or farmers' market agreements valid?   3   years

- 4. Describe other cooperative arrangements that may have been negotiated, such as with cooperative extension programs, or a State Agriculture Department to authorize farmers/farmers markets.

**See Attachment # 10 - FMNP Cooperative Agreement with DEM**

- 5. **Annual training for farmers and/or farmers' markets:**

State agencies shall conduct annual training for farmers and/or farmers' market managers and those who participated in the FMNP in prior years or who join the program after the regularly scheduled training has been held. **Describe the procedures the State agency has in place or plans to implement for the annual training required for authorized farmers and/or farmers' markets managers.**

**See Attachment 6- FMNP Farmer Guidelines and Procedures**

**See Attachment # 11 – Vendor Education and Training**

- b. Further, the State agency shall conduct a **face-to-face** training for all farmers and farmers' market managers their first year of participation in the FMNP. State agencies have discretion in determining the method used for future annual training purposes. At a minimum, annual training shall include instruction emphasizing: eligible food choices; coupon redemption procedures; equitable treatment of FMNP recipients; Civil Rights compliance and guidance; guidelines for storing coupons safely; and guidelines for canceling FMNP coupons, such as punching holes or rubber stamping. This description should also include the subsequent training methods made available to managers and farmers after the first year's face-to face training.

- 6. **Coupon accountability**

The coupon reconciliation process is intended to assure accountability by enabling the State agency to reconstruct the "life history" of each coupon, from the time it is issued through its final disposition. The State agency is responsible for reconciling validly redeemed coupons, as well as lost, stolen, voided, expired, or FMNP coupons that do not match issuance records. The process for reconciling lost and/or stolen coupons must ensure that farmers accepting such coupons in good faith, and through approved procedures, are not unfairly penalized for doing so.

- a. Describe the State agency's system for identifying and reconciling FMNP coupons that were redeemed, voided, expired, or reported lost or stolen. Validly redeemed FMNP coupons are those that are issued to a valid FMNP participant and redeemed by an authorized farmer or farmers' market within valid dates and include a valid recipient identifier from the signature on the issuance log, unique and sequential serial number; within valid dates; an authorized farmers' market; an authorized farmer operating under the auspices of the authorized market.

**See Attachment # 4-Check Issuance and Control**  
**See Attachment # 2 - Vendor Payment Processes**

- c. Describe the State agency's system for ensuring that coupons are redeemed only by authorized farmers and farmers' markets for eligible foods.

**See Attachment # 2 - Vendor Payment Processes**  
**See Attachment # 12- FMNP Monitoring**

- c. Describe the State agency's system for identifying and disallowing coupons that are redeemed or submitted for payment outside valid dates or by unauthorized farmers or farmers' markets.

**See Attachment # 2 - Vendor Payment Processes**

- d. Coupon Timeframes
  - (i) Redemption by recipients: by October 31 (no later than **November 30**)
  - (ii) Submission for payment by farmers/farmers' markets: **no later than November 30**
  - (iii) Payment by the State agency: \_\_\_\_\_

All of the functions described above shall be completed within a timeframe that will allow the State agency to reconcile coupons, liquidate obligations,

and submit its financial and recipient reports (FNS-683 and FNS-203) to FNS **no later than January 31 of each year.**

- e. Attach a copy of the coupon/check to be used in the FMNP in the addendum section.

**See Attachment # 13- FMNP Sample Check**

## **7. Hearing Procedures and Program Complaints**

The State agency shall provide a fair hearing procedure whereby local agencies, recipients, and farmers/farmers' markets adversely affected by certain actions of the State agency may appeal those actions. A local agency may appeal an action of the State agency disqualifying it from participating in the FMNP. A recipient may appeal disqualification/suspension of FMNP benefits. A farmer/farmer's market may appeal an action of the State agency denying its application to participate, imposing a sanction, or disqualifying it from participating in the FMNP. If a State agency has agreements with farmers' markets, then a farmer shall appeal such actions to the farmers' market or farmers' association. Expiration of a contract or agreement, and determination of ineligibility to receive WIC benefits (and therefore to receive FMNP coupons) shall not be subject to appeal through the FMNP State agency. The State agency shall also provide procedures for addressing complaints about program operations.

- a. Describe the State agency's procedures for offering, conducting, and rendering final decisions on fair hearings requested by local agencies, recipients, and markets/farmers. The opportunity to request a fair hearing regarding certain adverse actions taken by the State agency must be provided to all farmers and/or farmers' markets and recipients against whom such adverse action is taken.

**See Attachment # 14 – Fair Hearing Process**

- b. Describe the State agency's procedures for handling program complaints from recipients, non-recipients, markets, and farmers.

**If the Local WIC Agency cannot handle a complaint, it is forwarded to the State Agency Staff. Referring the Policies and Procedures of the WIC Program, State Staff respond to complaints from all sources. As necessary, feedback and / or technical assistance is provided to those involved. Complaints are tracked at the State Agency and reviewed periodically as part of the quality assurance and evaluation process.**

**VI. Management Evaluations and Reviews**

1. Describe the State agency's criteria for defining a high-risk farmer. Such criteria must include at a minimum:
  - a. proportionately high volume of coupons redeemed within a farmers' market and within a State;
  - b. recipient complaints; and
  - c. new farmers and farmers' markets in their first year of operation.

**See Attachment # 15 – Identification of High Risk Vendors**

2. **Review of farmers and farmers' markets**

Describe the State agency's plans (including any compliance purchase activities) for reviewing authorized farmers/farmers' markets (on-site) in FY 2003. Ten percent of farmers and 10 percent of farmers' markets must be monitored. For example, if there are five farmers' markets in a participating State and 40 farmers, the State shall monitor at a minimum, one farmers' market and four farmers. These four farmers may or may not be participating within the one farmers' market being monitored.

- a. Number of **farmers' markets reviewed in FY 2003** (minimum 10%):
  - i. Markets with high-risk farmers \_\_\_\_\_ ( 27 %)
  - ii. Other markets \_\_\_\_\_ ( 30 %)
- b. Number of **farmers' markets to be reviewed in FY 2004** (minimum 10%):
  - i. Markets with high-risk farmers \_\_\_\_\_ ( 10 %)
  - ii. Other markets \_\_\_\_\_ ( 20 %)
- c. Number of **farmers reviewed in FY 2003** (minimum 10%): ( 30 %)
  - i. High-risk farmers \_\_\_\_\_ ( 10 %)
  - ii. Other farmers \_\_\_\_\_ ( 20 %)
- d. Number of **farmers to be reviewed in FY 2004** (minimum 10%): ( 40 %)
  - i. High-risk farmers \_\_\_\_\_ ( 15 %)
  - ii. Other farmers \_\_\_\_\_ ( 25 %)

3. Describe the State agency's policies and procedures for determining the type and level

of sanctions to be applied against farmers and farmers' markets who violate Federal and/or State agency FMNP requirements based upon the severity and nature of the FMNP violations.

**See Attachment # 5 – FMNP Sponsor Guidelines & Procedures, page 4**  
**See Attachment # 6 – FMNP Farmer Guidelines & Procedures**

**4. Review of Local Agencies**

Describe the State agency's plans for reviewing FMNP practices at local agencies in FY 2004. All local agencies participating in the FMNP must be reviewed once every two years. **Please attach a copy of the State agency's FMNP monitoring tool to review local agencies.**

- a. **Number of local agencies to be reviewed in FY 2004:** 6
- b. **Number of local agencies reviewed in FY 2003 (if applicable):** 7
- c. **Briefly summarize findings and corrective action taken from any reviews conducted in FY 2003:**  
Reviewed during management evaluation of WIC Program

**VII. Nutrition Education Requirements**

- 1. Describe in detail the State agency's plan to provide nutrition education to FMNP recipients. If the administering State agency for the FMNP is not the WIC State agency, and has entered into an agreement for the WIC State agency to provide nutrition education, attach a copy of the WIC State agency's nutrition education plans for FMNP recipients.

It is not mandatory that the FMNP State agency retains sole responsibility for providing nutrition education to Program recipients. Nor is it intended that the FMNP State agency duplicate the nutrition education that may be currently provided by the WIC local agency. The FMNP nutrition education requirement may be fulfilled directly by the farmer's markets or another branch of the State Department of Agriculture, or under agreement with the local WIC agency, area colleges and universities, the Expanded Food and Nutrition Education Program (EFNEP), the Cooperative Extension Service, and/or many number of other entities having the capability to address the particular nutritional benefits of fruits and vegetables that can be obtained at farmers' markets; any costs associated with the provision of nutrition education by an entity other than the administering agency of the FMNP are allowable administrative expenses under FMNP funding (up to 17

percent of the total grant). This aspect of the program responds directly to the Congressional intent in establishing the FMNP as a way to increase recipients' awareness and use of farmers' markets.

### **Encourage Partnerships**

FNS believes that the effectiveness of nutrition education can be greatly enhanced through collaboration with others interested in promoting health and nutrition in low-income populations. Therefore, FNS strongly encourages collaboration and coordination of efforts with statewide public and private partners to enhance both the outreach and efficacy of the nutrition education efforts. FNS encourages such collaboration to facilitate development of long-term, coordinated nutrition education plans and sustainable infrastructures, foster an integrated approach to nutrition education across programs in the State, capitalize on promotional opportunities, coordinate and pool resources for material development, duplication, and dissemination, and insure development of science-based messages that are consistent with the U.S. Dietary Guidelines for Americans, the Food Guide Pyramid, and other federal guidance.

### **Promote the Dietary Guidelines Messages**

To create a base of messages that may be reinforced across FNS programs, FNS encourages State agencies to incorporate the messages contained in the latest edition of the Dietary Guidelines for Americans into nutrition education plans. It is expected that nutrition education messages will logically be tailored to address the most urgent nutrition education needs of constituents. However, as opportunities arise, FNS strongly encourages State agencies to convey at a minimum four key messages through WIC and other FNS programs so that program recipients have repeated exposure to these messages. The messages, all designed to promote food and physical activity choices for a healthy lifestyle, are as follows:

- Build a healthy base -- eat a variety of foods
- Add more fruits, vegetables and whole grains
- Eat lower fat foods more often
- Be physically active

These messages—derived from the Dietary Guidelines—are being consistently and prominently promoted in all of the FNS programs to advance an integrated, behavior-based, comprehensive nutrition education approach across FNS programs. Using these four core messages, nutrition education program administrators across the many FNS programs can collaborate and work jointly around these common themes for their nutrition education interventions, for example to pool resources to develop materials jointly, conduct social marketing campaigns, and reinforce the educational messages.

2. List the location or settings where nutrition education for FMNP is provided (i.e., WIC clinics, farmers' markets, community centers, child care facilities, or schools).

**Nutrition education is provided at the WIC Clinics and at inner city Farmers' Market Locations.**

3. Does the State agency coordinate with other agencies around issues related to nutrition education and promotion?

No

Yes (If yes, check the applicable partnerships below):

Food Stamp Program

Team Nutrition

Other school-based programs

Commodity Supplemental Food Program

Children and Adult Care Food Program (CACFP)

Temporary Assistance for Needy Families Program

Food Distribution Program on Indian reservations

WIC

Other FNS programs (specify): \_\_\_\_\_

Expanded Food and Nutrition Education Program (EFNEP) and/or Cooperative Extension Service

Other government programs (e.g., Head Start, 5 A Day, etc.)

Non-profit organizations (specify): \_\_\_\_\_

For-profit organizations (specify): \_\_\_\_\_

Industry (specify): \_\_\_\_\_

Professional organizations (specify): \_\_\_\_\_

Educational Institutions (specify): Johnson & Wales University

Religious Institutions (specify): \_\_\_\_\_

Other (specify): \_\_\_\_\_

4. Describe how nutrition education for FMNP is coordinated with other nutrition education programs or services, such as Food Stamps, Extension Service, 5 A Day, or State initiatives.

**Sharing of nutrition education materials and classes at FMNP sites.**

5. Describe the nutrition education materials that you have developed and how they are used. In addition, describe any new materials you are planing to develop.

**Handouts are given to WIC recipients at check pick up on how to use FMNP checks, and recipes using fresh fruits and vegetables.**

6. Does the State agency plan to develop new participant educational materials containing the new Dietary Guidelines for Americans messages? Yes X No \_\_\_\_\_  
If yes, please describe the elements below.

<u>Type of material</u>	<u>Target audience</u>	<u>Project completion date</u>
<u>FMNP handouts</u>	<u>WIC Participants</u>	<u>June, 2004</u>
_____	_____	_____
_____	_____	_____

7. If the State agency intends to collect survey information to assess the effects of the program on farmers' markets and the change in consumption of fresh fruits and vegetables by FMNP recipients, attach copies of survey forms.  
(See attached)

**See Attachment # 16 – Participant & Farmer Surveys**

**VIII. Miscellaneous Requirements - Civil Rights Procedures, State Agency Drug-Free Workplace Certification and Procedures, Local Agency Debarment/Suspension Certification and Procedures, and Local Agency Lobbying Certification and Procedures**

1. **Civil Rights** - Describe the State agency's procedures for handling complaints of discrimination on the basis of race, color, national origin, age, sex or disability, including timeframes for submitting such complaints and for investigating them and responding to plaintiffs. The State agency's procedures for handling complaints of discrimination in the FMNP should be consistent with established and approved procedures for handling such complaints related to other assistance programs administered by the State agency. For example, if WIC Program-related allegations of discrimination are to be forwarded to FNS Headquarters for investigation and resolution, then FMNP complaints should be handled in the same way. It is not necessary for the State agency to develop separate, duplicative procedures for the FMNP if one already exists in a related program administered by the State agency.

**See Attachment # 15 –Civil Rights and Fair Hearing Process**

2. **Drug Free Workplace** - The Drug-Free certification statement may be submitted to the granting organization as required by 7 CFR 3017. Describe the State agency's plans to provide and maintain a drug-free workplace.



3. **Local Agency Debarment/Suspension** – Per 7 CFR 3017, the FMNP State agency has on file the current Form AD-1048, Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Lower Tier Covered Transactions, for each FMNP local agency? (This may be satisfied by the local agency debarment/suspension certifications provided for WIC.)

Yes (  ) No (  )

4. **Local Agency Lobbying Certification and Procedures** – Per 7 CFR 3018, the FMNP State agency has on file the current form FNS-732, Certification Regarding Lobbying, for each FMNP local agency with a sub-grant exceeding \$100,000, if any? (This may be satisfied by the local agency lobbying certifications provided for WIC.)

Yes (  ) No (  )

The FMNP State agency has on file the current SF-LLL, Disclosure Form to Report Lobbying, if lobbying occurs with non-federal funds, for each FMNP local agency with a sub-grant exceeding \$100,000, if any? (This may be satisfied with local agency lobbying disclosures provided for WIC.)

Yes (  ) No (  )

The FMNP State agency has provided a copy of any such disclosures to the FNS Regional Office?

Yes (  ) No (  )

## **Attachments**

Include all of your attachments here. Please identify clearly any attachments/addenda pages according to the numbering system used in this format.

- A. Federal-State Agreement Special Supplemental Food Program Agreement (FNS 339)
- B. Job Descriptions
- C. Copies of signed agreements between the FMNP State Agency and WIC State Agency (delineating the functions to be performed)
- D. Samples of reporting forms for record keeping (if available)
- E. Map outlining the service area(s) and proximity of markets to clinics
- F. Copy of the log or other form used to record coupon issuance
- G. List of the criteria used to authorize farmers' markets
- H. List of criteria used to authorize farmers
- I. List of fruits, vegetables and/or fresh herbs that are eligible in the program
- J. Copies of cooperative agreements with other entities for authorizing and/or training farmers and/or farmers' markets
- K. Facsimile of the FMNP coupon or check
- L. State agency' FMNP monitoring tool to review local agencies

**Attachments**

- Attachment # 1: FMNP Program Agreement & Certification**
- Attachment # 2: WIC / FMNP Financial Management Systems**
- Attachment # 3: Vendor Payment Processes**
- Attachment # 4: Map of WIC and FMNP Sites in RI**
- Attachment # 5: Check Issuance and Control**
- Attachment # 6: FMNP Sponsor Guidelines and Procedures**
- Attachment # 7: FMNP Farmer Guidelines and Procedures**
- Attachment # 8: FMNP Allowed Produce**
- Attachment # 9: FMNP Market Sponsor Agreement**
- Attachment # 10: FMNP Farmer Agreement**
- Attachment # 11: FMNP Cooperative Agreement with DEM**
- Attachment # 12: Vendor Education and Training**
- Attachment # 13: FMNP Monitoring**
- Attachment # 14: FMNP Sample Check**
- Attachment # 15: Civil Rights and Fair Hearing Process**
- Attachment # 16: Identification of High Risk Vendors**
- Attachment # 17: FMNP Participant and Farmer Surveys**

**ATTACHMENT # 1: FMNP PROGRAM AGREEMENT & CERTIFICATION**

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
D E P A R T M E N T O F H E A L T H



*Safe and Healthy Lives in Safe and Healthy Communities*

September 12, 2003

Mr. Robert Mulvey  
Regional Director  
NERO, USDA / FNS  
Room 501  
10 Causeway Street  
Boston, MA 02222-1066

Dear Mr. <sup>Bob</sup>Mulvey:

Enclosed are two (2) copies of the WIC Program Agreement and Certification Form for FY '04. Please let me know if any other information is required.

Sincerely,

Becky K. Bessette, MS, RD  
Chief, RI WIC Program  
401 222-4604

For the purpose of this study, the following data were collected:

1. The number of students who participated in the study.  
2. The number of students who were successful in the study.  
3. The number of students who were unsuccessful in the study.  
4. The number of students who were dropped out of the study.  
5. The number of students who were transferred to another school.

The data were collected from the following sources:

1. The school records.
2. The students' self-reports.
3. The parents' reports.
4. The teachers' reports.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD AND NUTRITION SERVICE

**FEDERAL - STATE  
SPECIAL SUPPLEMENTAL  
NUTRITION PROGRAM AGREEMENT**

For FNS Use Only  
Agreement Number

4491701

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-0332. The time required to complete this information collection is estimated to average .25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

<p>1. NAME OF STATE AGENCY</p> <p>DEPARTMENT OF HEALTH</p>	<p>2. STATE</p> <p>RHODE ISLAND</p> <p>3. EFFECTIVE DATE</p> <p>OCTOBER 17 2003</p>	<p>4. PROGRAMS ADMINISTERED</p> <p><input checked="" type="checkbox"/> WIC</p> <p><input checked="" type="checkbox"/> WIC FARMERS' MARKET NUTRITION PROGRAM</p>
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No monies or other benefits may be paid out under this program unless this Agreement is completed and filed as required by existing regulations (7 CFR Part 246).

order to effectuate the purpose of Section 17 of the Child Nutrition Act of 1996, as amended (42 U.S.C. 1996), the United States Department of Agriculture, hereinafter referred to as the "Department," and the State Agency (item 1 above) agree as follows:

The Department agrees to make funds available to the State Agency for the administration within the State (item 2 above) of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) and/or the WIC Farmers' Market Nutrition Program (FMNP) in accordance with applicable regulations (7 CFR Part 246) and any amendments thereto.

The State Agency agrees to accept Federal funds for expenditure in accordance with the applicable regulations and any amendment thereto, and to comply with all the provisions of such regulations and amendments thereto.

Copies of the current regulations are attached hereto and made a part hereof. In the event of a proposed amendment of the regulations, if the State Agency gives to the Department, prior to the effective date of the amendment, written notice of its determination to discontinue the program or program activities for which administrative expenses are available, this Agreement shall be terminated as to the program or the program activities as of the effective date of the amendment.

This Agreement shall be effective commencing on the date specified (item 3 above) and ending one year thereafter, unless terminated earlier as provided herein. The Department may renew this Agreement each year thereafter, by notice in writing given to the State Agency as soon as practicable after funds have been appropriated by Congress for carry-

Market Nutrition Program(s) during each such year. In any event, however, either party hereto may, by giving at least thirty days written notice, terminate this Agreement.

Upon termination or expiration of this Agreement, as provided herein, the State Agency shall make no further disbursement of funds paid to the State Agency in accordance with this Agreement except to meet State expenses incurred on or prior to the termination or expiration date, notwithstanding any termination or expiration of this Agreement, and the State Agency shall promptly return all remaining funds made available to it by the Department. The obligations of the State Agency under the above cited regulations shall continue until the requirements hereof have been fully performed.

### Assurance of Civil Rights Compliance

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that, no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby give assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State

tain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.



**MEMBER DELEGATE CLAUSE**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**


Pursuant to the Drug-Free Workplace Act of 1988, Public Law 100-690, title V, Subtitle D; and 7 CFR Part 3017, Subpart F, the State agency hereby agrees that it will provide a drug-free workplace: *(Check one)*

In accordance with the current annual single State/State agency drug-free workplace certification statement that is on file with the U.S. Department of Agriculture.

In accordance with the drug-free workplace certification statement that is appended to this agreement.

**CERTIFICATION REGARDING LOBBYING**

The State agency, if applicable, has executed and attached to the agreement the required certification regarding lobbying and if applicable the Standard Form-LLL, "Disclosure of Lobbying Activities."

STATE AGENCY	U.S. DEPARTMENT OF AGRICULTURE
BY (Signature) 	BY (Signature) FRANCES E. ZORN
TITLE Director, RI Department of Health	TITLE ADMINISTRATOR NORTHEAST REGION
DATE 9/9/03	DATE

## **Equal Employment Opportunity Clause**

During the performance of this Agreement insofar as it relates to State administrative expenses, the State Agency agrees that:

(1) the State Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The State Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The State Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. (2) The State Agency will, in all solicitations or advertisements for employees placed by or on behalf of the State Agency, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. (3) The State Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative of the State Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to

employees and applicants for employment. (4) The State Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The State Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, and orders. (6) In the event of the State Agency's non-compliance with such rules, regulations, or orders, this Agreement as it relates to State administrative expenses may be cancelled, terminated or suspended in whole or in part and the State Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law. (7) The State Agency will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The State Agency will take such action with respect to any sub-

contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions, for noncompliance provided, however, that in the event the State Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department. The State Agency may request the United States to enter into such litigation to protect the interests of the United States.

Under applicable regulations the Equal Employment Opportunity clause is not applicable to any Agency of the State which does not participate in, work on or under this Agreement insofar as it relates to State administrative expenses.

UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS LOANS  
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

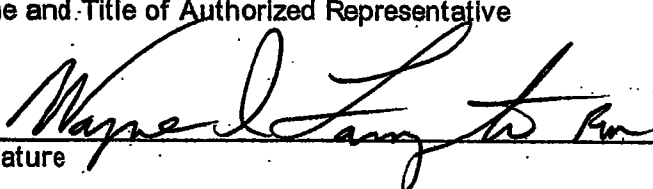
Rhode Island Department of Health  
Organization Name

WIC PROGRAM (WIC)  
WIC FMN PROGRAM (FMNP)  
Award Number or Project Name

Patricia A. Nolan, MD, MPH Director, RI Department of Health

Name and Title of Authorized Representative

Signature



Date

9/9/07

## UNITED STATES DEPARTMENT OF AGRICULTURE

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### NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

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Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provided exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- \* You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;

- \* you are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and

- \* you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD AND NUTRITION SERVICE

**FEDERAL - STATE  
SPECIAL SUPPLEMENTAL  
NUTRITION PROGRAM AGREEMENT**

For FNS Use Only  
Agreement Number

4491701

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0584-0332. The time required to complete this information collection is estimated to average .25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

<p>1. NAME OF STATE AGENCY</p> <p>DEPARTMENT OF HEALTH</p>	<p>2. STATE</p> <p>RHODE ISLAND</p> <p>3. EFFECTIVE DATE</p> <p>OCTOBER 1, 2003</p>	<p>4. PROGRAMS ADMINISTERED</p> <p><input checked="" type="checkbox"/> WIC</p> <p><input checked="" type="checkbox"/> WIC FARMERS' MARKET NUTRITION PROGRAM</p>
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No monies or other benefits may be paid out under this program unless this Agreement is completed and filed as required by existing regulations (7 CFR Part 246).

... order to effectuate the purpose of Section 17 of the Child Nutrition Act of 1996, as amended (42 U.S.C. 1996), the United States Department of Agriculture, hereinafter referred to as the "Department," and the State Agency (item 1 above) agree as follows:

The Department agrees to make funds available to the State Agency for the administration within the State (item 2 above) of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) and/or the WIC Farmers' Market Nutrition Program (FMNP) in accordance with applicable regulations (7 CFR Part 246) and any amendments thereto.

The State Agency agrees to accept Federal funds for expenditure in accordance with the applicable regulations and any amendment thereto, and to comply with all the provisions of such regulations and amendments thereto.

Copies of the current regulations are attached hereto and made a part hereof. In the event of a proposed amendment of the regulations, if the State Agency gives to the Department, prior to the effective date of the amendment, written notice of its determination to discontinue the program or program activities for which administrative expenses are available, this Agreement shall be terminated as to the program or the program activities as of the effective date of the amendment.

This Agreement shall be effective commencing on the date specified (item 3 above) and ending one year thereafter, unless terminated earlier as provided herein. The Department may renew this Agreement each year thereafter, by notice in writing given to the State Agency as soon as practicable after funds have been appropriated by Congress for carry-

Market Nutrition Program(s) during each such year. In any event, however, either party hereto may, by giving at least thirty days written notice, terminate this Agreement.

Upon termination or expiration of this Agreement, as provided herein, the State Agency shall make no further disbursement of funds paid to the State Agency in accordance with this Agreement except to meet State expenses incurred on or prior to the termination or expiration date, notwithstanding any termination or expiration of this Agreement, and the State Agency shall promptly return all remaining funds made available to it by the Department. The obligations of the State Agency under the above cited regulations shall continue until the requirements hereof have been fully performed.

### **Assurance of Civil Rights Compliance**

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that, no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby give assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State

tain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

**MEMBER DELEGATE CLAUSE**

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Pursuant to the Drug-Free Workplace Act of 1988, Public Law 100-690, title V, Subtitle D; and 7 CFR Part 3017, Subpart F, the State agency hereby agrees that it will provide a drug-free workplace: *(Check one)*

In accordance with the current annual single State/State agency drug-free workplace certification statement that is on file with the U.S. Department of Agriculture.

In accordance with the drug-free workplace certification statement that is appended to this agreement.

**CERTIFICATION REGARDING LOBBYING**

The State agency, if applicable, has executed and attached to the agreement the required certification regarding lobbying and if applicable the Standard Form-LLL, "Disclosure of Lobbying Activities."

STATE AGENCY	U.S. DEPARTMENT OF AGRICULTURE
BY (Signature) <i>Wayne Long Jr</i>	BY (Signature) FRANCES E. ZORN
TITLE Director, RI Department of Health	TITLE ADMINISTRATOR NORTHEAST REGION
DATE <i>9/10/03</i>	DATE <i>9/10/03</i>

## **Equal Employment Opportunity Clause**

During the performance of this Agreement insofar as it relates to State administrative expenses, the State Agency agrees that: (1) the State Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The State Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, or national origin.

Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The State Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. (2) The State Agency will, in all solicitations or advertisements for employees placed by or on behalf of the State Agency, state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, age, handicap, or national origin. (3) The State Agency will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Department, advising the labor union or workers' representative of the State Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to

employees and applicants for employment. (4) The State Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (5) The State Agency will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with the nondiscrimination clauses of this Agreement or with any such rules, regulations, and orders. (6) In the event of the State Agency's non-compliance with such rules, regulations, or orders, this Agreement as it relates to State administrative expenses may be cancelled, terminated or suspended in whole or in part and the State Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law. (7) The State Agency will include the provisions of items (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The State Agency will take such action with respect to any sub-

contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions, for noncompliance provided, however, that in the event the State Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department. The State Agency may request the United States to enter into such litigation to protect the interests of the United States.

Under applicable regulations the Equal Employment Opportunity clause is not applicable to any Agency of the State which does not participate in, work on or under this Agreement insofar as it relates to State administrative expenses.



UNITED STATES DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS LOANS  
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

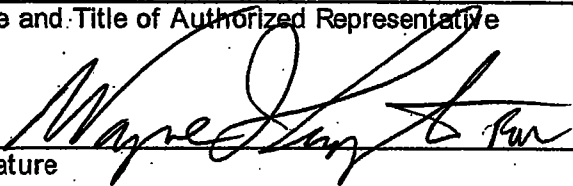
Rhode Island Department of Health  
Organization Name

WIC PROGRAM (WIC)  
WIC FMN PROGRAM (FMNP)  
Award Number or Project Name

Patricia A. Nolan, MD, MPH Director, RI Department of Health

Name and Title of Authorized Representative

Signature



9/10/07  
Date

## UNITED STATES DEPARTMENT OF AGRICULTURE

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### NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

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Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provided exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- \* You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;

- \* you are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and

- \* you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

**ATTACHMENT # 2: WIC / FMNP FINANCIAL MANAGEMENT SYSTEMS**

SECTION 6

FINANCIAL MANAGEMENT

6

FINANCIAL MANAGEMENT  
(Procedures Sec. 600)

Description of Financial Management System

11/99

Letters of Credit

*The Rhode Island Department of Health is notified of the amount of funds available by Letter of Credit. This figure usually represents one quarter (1/4) of the State's yearly allocation, plus or minus any amount of reallocation. This approved funding level can then be drawn upon to fund the WIC Program for the succeeding quarter. The Automated Standard Application for Payments (ASAP) system is used to initiate drawdown of funds.*

*Monies are requested on a projected need basis according to the daily collected balance report as reported to Financial Staff of the WIC Program by the contracted bank. This report is used to eliminate excess cash on hand by the State Agency. A direct wire transfer is performed to transmit monies from the Federal Reserve Bank to the contracted bank for deposit. Once completed, the drawdown request is receipted via computer with the General Treasurer. A corresponding adjustment is performed each month to offset the cumulative amount of state receipts of these funds transfers with their expenditure at the bank.*

Local Agency Allocations

The Rhode Island Department of Health WIC Program provides each of its local agencies with a quarterly allocation based upon assigned caseload which represents the maximum quarterly reimbursable expenditure for each agency. Allocations may be adjusted in relation to caseload

**Rhode Island WIC Program**  
maintained, as directed by the RIDH.

**Operations Manual Sec. 6**

Allocations are made in accordance with Goals I, and VI, other provisions of this Section, and the Local Agency Agreement.

The Rhode Island Department of Health WIC Program requires the local agencies to submit a monthly WIC Actual Expenditure Report, supported by two additional reports: 1) Staff Time for Nutrition Education and Nutrition Services and Administration; 2) Monthly Nutrition Education Expenditure Report, and Monthly Nutrition Services Administration Report (See Procedure Manual, Section 612 for description of use of reports). These reports are used by the RIDH as a monitoring tool to observe how WIC monies are spent. Reimbursement to local agencies will be made upon review and approval by the RIDH for allowable costs reported on a monthly basis, in relation to caseload actually maintained.

All local agencies have been instructed that documentation must be kept for NSA Costs being charged. Ongoing assistance and monitoring of reporting procedures is provided via telephone and/or site visit conferences between RIDH and local agency WIC staff.

All local agencies have been instructed by Health department staff on the purpose of Federal Management Circular FMS-74-4, "Cost principles applicable to grants and contracts with State and local governments." The intent of this circular is designed to provide the basis for a uniform approach to the problem of determining costs and to promote efficiency and better relationships between grantees and the Federal Government.

Disbursement Procedures

Local Agencies

Local Agencies are reimbursed to cover one month's operating costs. No monies are disbursed to local programs to cover food or food delivery computer system costs; both these costs are handled centrally by the State.

Reimbursement is made on a monthly basis by the state on an invoice voucher. The RIDH WIC Program prepares the invoice voucher after verification of the charges being requested has been done. This form is signed by the proper designated authority in the Health Department's Division of Management Services, logged into a computer billing system, and then processed through the state Division of Accounts and Control, which in turn processes the voucher to the General Treasury Department, where the check is completed and mailed out to the vendor.

\* State Computer Costs

The computer services are rendered in-house on a DOS 80586 microcomputer with a backup PC. Access to state mainframe files (fiscal and RI Dept. of Human Services) is provided through the state

## **Rhode Island WIC Program**

## **Operations Manual Sec. 6**

Office of Information and Data Processing which is presently providing the WIC Program with access to the Johnston mainframe. Charges for these services are processed on State Form A-12T (Services Rendered) by IDP. No actual check or cash disbursements are being made within the State. Transfer of charges or expenditures are made directly to the established WIC account.

### Bank Contract Costs

Method of reimbursement is described under "Food Delivery System."

### Outstanding Obligations

Federal requirements mandate the reporting of outstanding obligations. Funds are maintained to ensure that payment can be made when these obligations are redeemed. At the State level, administrative costs are reported on a modified accrual basis according to State Agency policy.

In addition, outstanding food obligations are available through the automated check reconciliation system and are reported on a monthly accrual basis to the Regional Office on Form FNS-498, WIC Monthly Financial and Program Status Report.

### Management and Program Income

Administrative interest income earned on funds held by the WIC bank is deducted from the bank's monthly service charge for the system maintenance.

Food Rebate Funds See Goals VI,

### Indirect Cost Rate

The WIC Program is required to pay indirect costs, on state office operating monies; and the federally approved indirect cost rate.

### Nutrition Education Costs - State Agency

The RIDH has its Nutrition Education Program directed by a State WIC Nutrition Coordinator. In addition to salary, funds are set aside at the State level for printing of nutrition education materials, for purchase of films, texts, and equipment, for a portion of the state office administrative salaries for monitoring of nutrition education and for travel and other costs.

These total expenditures plus nutrition education expenditures at local agencies are budgeted to amount to at least one-sixth of total administrative funds. The state fiscal staff monitor expenditures on a monthly basis to ensure the one-sixth requirement is met.

**Rhode Island WIC Program**  
Nutrition Education Costs - Local Agency

**Operations Manual Sec. 6**

The RIDH has developed a format for documenting that one-sixth of administrative funds is spent on Nutrition Education activities as delineated in the Federal regulations. Technical assistance is available to local agencies to assist them in documenting nutrition education costs. This format has been integrated into the monthly reports submitted by local agencies (see Procedure Manual, Section 612 for description of use of reports).

Breastfeeding Promotion Costs

The RIDH has earmarked funds at the state level for a Breastfeeding Promotion Program directed by the State WIC Nutrition Coordinator. Allowable breastfeeding costs include, breastfeeding aids, salaries and benefits for training, education and development, a portion of state office administrative salaries for the monitoring of breastfeeding promotion, travel and other costs.

Total state and local agency breastfeeding expenditures are a budgeted amount in addition to the 1/6th nutrition education expenditure requirement. RIDH's breastfeeding budget is determined based on the number of pregnant and breastfeeding women in the state, as a percentage of the number of pregnant and breastfeeding women in all states. The state fiscal staff monitor expenditures on a monthly basis to ensure breastfeeding funds are expended.

Breastfeeding Promotion Costs - Local Agency

The RIDH has developed a format for documenting local agency salaries for time spent on breastfeeding promotion and for other breastfeeding activities. The state fiscal staff tracks breastfeeding expenditures using the monthly and annual expenditure reports submitted by the local agencies.

Allocation Standards

Presently, WIC NSA funds are allocated to local agencies on the basis of assigned caseload but are adjusted in relation to an agency's maintenance of enrolled caseload as directed by RIDH. In the event of an agency's failure to maintain caseload as directed, payments may be reduced or withheld. The agency may be held liable for any over expenditures, in food or administrative costs, related to such failure. Future payments to the agency may be reduced to offset the amount of any claim.

If there is a danger that statewide caseload conversion earnings will be insufficient to support allocated levels allocations may be made at 90% assured and the balance allowed for caseload actually maintained between 90% and 100% of allocation.

Nutrition Services and Administration Funding Procedure

As part of the WIC State Plan development process each year, the RIDH establishes a State Plan

**Rhode Island WIC Program**

**Operations Manual Sec. 6**

Committee to provide an opportunity for WIC local agencies to participate in the development of the State Plan. The committee generally includes a representative sample of local agencies; large and small, rural and urban and of diverse organizational makeup. These locals also represent a range of racial/ethnic groups. This committee reviews the area of local agency administrative and program services funding as well as other aspects of Program functioning.

The state agency has also been guided by the considerations of previous state plans and public hearing comments on the method of administrative funding procedure. The criteria considered were:

Type and ratio of staff needed to serve the estimated numbers of participants. The number of participants served by the Local Agency. Salary variations of personnel among Local Agencies.

The types of equipment needed to be purchased for certification.

Local agency costs incurred for providing bilingual services and material. Costs related to special population groups.

Costs related to demographic composition. Costs related to financial and inkind resources and other program funds available to local agencies. Costs related to caseload activity levels.

The advantage of a "negotiated" determination of administrative funding for local agencies has been extensively considered. Although a "negotiated" administrative funding theoretically can address on a very individualistic basis the needs and capacities of local agencies, the problem of applying a fair standard acceptable to all locals is a very prohibitive concern. It has been decided, therefore, to forego a negotiated determination, in favor of a more objective formulation.

After consideration of the above, the RIDH has determined that the allocation to each local agency will be predicated on the assigned caseload with total administrative funding allocated by the following formula:

Total Number		Admin. Cost		Quarterly
Of Assigned	X	Allocated per	=	Admin.
Slots		Enrollee		Allocation
				per Quarter

In addition to the assigned number of slots, and related administration allocation, the state may permit an agency (ies) to enroll additional persons and may reimburse the agency (ies) on the basis of persons enrolled. In order to ensure service to the number of persons permitted by available food funds, the state agency may make adjustments to a local agency quarterly caseload and/or administrative and program service allocations, and/or may limit reimbursement in relation to caseload actually maintained.

Recovery of Vendor Claims

The state agency shall retain funds collected by the recovery of claims assessed against food vendors



## **Rhode Island WIC Program**

## **Operations Manual Sec. 6**

or funds not paid to food vendors as a result of reviews of food instruments prior to payment. The State agency may use up to 50 percent of these funds for administrative and program services purposes, provided that the base amount from which the percentage may be taken is not established until after the vendor has had opportunity to correct or justify the error or apparent overcharge. The State agency shall not transfer any such funds from its food account to its administrative and program services account until after the vendor has exercised this right, if the vendor chooses to do so. After such funds have been transferred, the remainder shall be used to pay food costs. When these funds are used for administrative and program services purposes, the State agency shall report such expenditures to FNS through routine reporting procedures.

**6/99** *Money received by the State as a result of civil money penalties or fines assessed a vendor and any interest charged in the collection of these penalties and fines shall be considered as program income.*

The state agency shall maintain documentation to support the level of funds retained under this paragraph by the State agency for administrative and program services purposes.

### Backspending and Carry-Forward

#### Backspending

The state may, at its option, expend state or federal funds allocated to the state agency for food costs incurred in the preceding fiscal year.

#### Carry-Forward

The state agency may, at its option, carry-forward a portion of the state or federal funds allocated to the state agency for food costs and for administrative costs in any fiscal year, and to expend funds carried forward in the immediately following fiscal year.

Any backspending or carrying forward of funds under this policy shall be in conformance with federal and state law, regulation and administrative instruction.

### Basis of Accounting

*The State of Rhode Island uses a modified accrual basis of accounting. Monthly administrative outlays for the RIDH WIC Program are taken directly from the state's central accounting system, RISAIL and are listed by payee, account number, voucher number and payment amount.*

*A review of outstanding obligations is conducted on a monthly basis and reported on the WIC 798 report.*

The proposed budget will be submitted no later than thirty days after the state's annual grant level, including any negotiated amount, is announced. The USDA budget format will be used.

**AUDITS**  
(Goals - VI, Procedures - 622)

Goal

To assure the financial integrity of WIC Program operations and to use audit reports as a basis for formulating guidance and directions issued to local agencies in the area of financial management.

Background

In order to comply with Federal WIC Regulations, Section 246.20 which mandates audits of State and local agencies every two years, the following audit procedures have been followed:

The Rhode Island Department of Health WIC Program, as well as three of the local agencies, were audited by the State Bureau of Audits during FY 78, and the Rhode Island Department of Health received approval on this audit. However, due to other personnel commitments, the State Bureau of Audit was unable to audit the remaining eleven local agencies. Therefore, M.D. Oppenheim & Co. performed the financial audit of these eleven agencies. Audit findings were received 8 June 1979. Audit findings were forwarded to the USDA Regional Office.

The findings of the audit were transmitted to the local agencies and corrective actions were taken as planned. The Rhode Island Department of Health performed followup visits to verify that corrective actions were taken and were adequate to prevent recurrence of the findings. This was accomplished during periodic program monitoring by the State Agency.

Peat, Marwick, Mitchell, and Co., an independent certified public accounting firm, performed an audit of the State Agency for FY 78. Corrective followup was implemented as appropriate.

The same accounting firm also audited the following local agencies: Women & Infants Hospital, Memorial Hospital, Blackstone Valley Community Action Program, Allen Berry Health Center (satellite of Providence Health Center), East Providence Community Health Center (satellite of Self-Help, Inc.) and Bristol Health center (satellite of Self-Help, Inc.). Corrective plans were implemented.

In fiscal year 1981, a financial and management audit was performed by the firm of Hague and Federico for Fiscal Year 1980 for the State Agency and the following eleven local agencies:

Chad Brown Health Center  
Cranston Community Action Program, Inc.  
Health Services, Inc.  
New Visions for Newport County, Inc.  
Providence Ambulatory Health Care Foundation, Inc.  
St. Joseph Hospital  
Tri-Town Family Health Center  
Warwick Community Health Center  
Wood River Health Services

To assist and prepare each local agency for audit requirements, a copy of "Audit Guide 8270.13" was distributed to each agency prior to the audit process.

Results were forwarded to the appropriate agencies. Technical assistance was provided by State staff and corrective measures were implemented.

Site visits were made to all local agencies to assist fiscal personnel in the area of financial management. A copy of the Federal Management Circular FMC-74-4; "Cost principles applicable to grants and contracts with State and local governments", was given and reviewed with each local agency fiscal person. Guidance was also provided for preparation of the annual budget and monthly expenditure reports.

In fiscal year 1982, a financial and management audit was conducted for fiscal year 1981 for the State agency and the following local agencies:

Blackstone Valley Community Action Program , Inc.  
The Memorial Hospital  
Providence Ambulatory Health Care Foundation, Inc.  
Self-Help Inc.  
Tri-Town Family Health Center  
Warwick Community Action Health Center  
Washington County Health Center  
Women & Infants Hospital of RI

Single Audit Act

Under this Act, WIC has been audited annually since FY83, on a rotating basis, by the State Office of the Auditor General and the Bureau of Audits. Findings have been addressed as necessary.

Annually, the state agency reviews the organization-wide audit report of each local agency for significant findings having a bearing on WIC and for compliance with the requirements of the local agency agreement and OMB Circulars A-110, A-122, A-128 and A-133 and regulations 7CFR3015,

**Rhode Island WIC Program****Operations Manual Sec. 6**

3016, and 3017 Said circulars have been provided to local agencies for guidance.

Future Audits (See Goals, VI)

**Financial Records**

The State Agency works with each local WIC agency to establish uniform financial procedures to provide sufficient documentation for Program costs reported on their monthly expenditure reports and a clear audit trail for purposes of accountability.

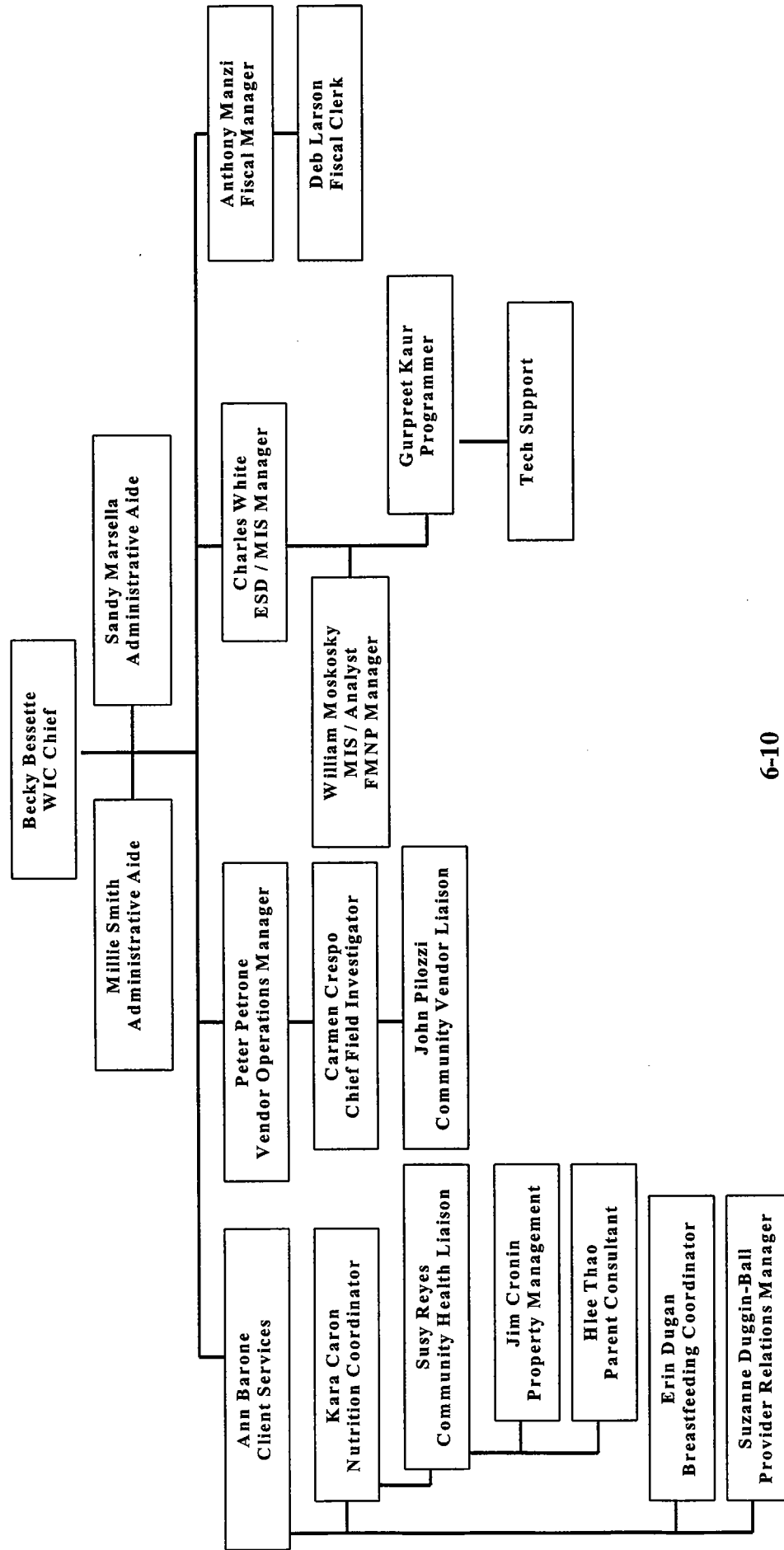
**Audit Exceptions**

In the event it becomes necessary to reclaim funds as a result of audit findings, several methods are employed as appropriate. The amount of the claim may be withheld from payments to the local agency. If this procedure cannot be used, the local agency is required to submit a check in the amount of the claim. If the local agency refuses to comply, the matter is turned over to the Office of the Attorney General to seek claims action against that agency.

All prior Federal Fiscal Year reclaim amounts will be returned to FNS. Payment will be made either directly from local agency to FNS (documented to SA) or by transfer through the State or by offset. Details would be worked out by between FNS and SA.

# Division of Family Health

## RI WIC PROGRAM ORGANIZATION CHART



**Rhode Island WIC Program**

**Operations Manual Sec. 6  
Office of the Medical Director**

Medical Director  
Assistant Medical Director  
Management and Fiscal Unit  
Policy and SSDI  
Communications/Public Engagement  
Starting Points/Healthy Child Care/  
FRC Program  
Data and Evaluation Unit  
Early Intervention Program  
Disabilities and Health  
TBI Program  
Parent Consultant Program

8.5 FTEs

5.0 FTEs

6.0 FTEs

9.5 FTEs

Office of Women,  
Infants and Children  
(WIC) Program  
WIC  
Breast-Feeding Services  
Farmers Market Program

15.25 FTEs

Adolescent/Young Adult  
Health Unit  
SBHC Program  
WHSRP  
Family Planning  
Men 2 B  
Youth Health Care Education  
Town Teen Network  
Vaccination Program

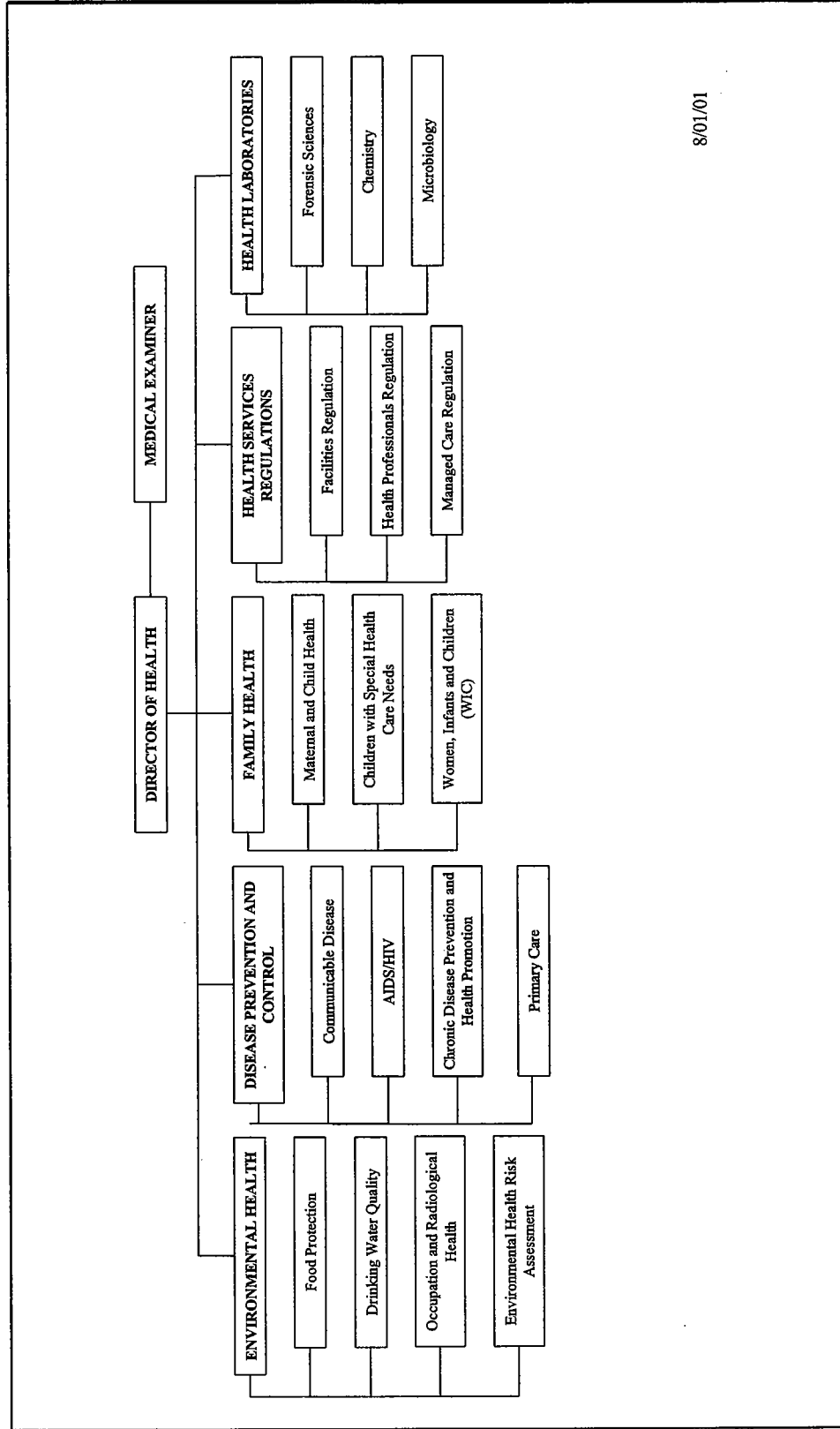
5.5 FTE's

Office of Children's  
Preventive Health  
Services  
Newborn Screening  
Metabolic Screening  
Home Visiting  
KIDSNET  
Immunization  
Lead Poisoning  
Prevention

17.5 FTE's

Office for CSHCN  
Child Development Center  
Genetics Program  
SSI Team

2.0



8/01/01

State Staffing Resources

Position and Description of Duties

*Chief - Responsible for the overall direction, implementation, and coordination of the WIC Program.*

*Health Policy Analyst (State WIC Nutrition Coordinator) - Responsible for relationships with local agencies and monitoring compliance with regulations; for supervision of community liaison, Parent Consultants and Program Nutritionist (see SPHPS); for outreach and coordination with health and human service agencies and for educational programs and materials and community relations; responsible for developing and evaluating the Nutrition Education Plan; for reviewing and ensuring development and implementation of local agency nutrition education plans and for providing consultation, training, and resource materials to local agencies in all aspects of WIC nutrition and nutrition education.*

*Sr. Public Health Promotion Specialist (.5 FTE) - Assists the State WIC Nutrition Coordinator, especially in areas of nutrition services monitoring, local staff training and education, developing client educational materials, and recruitment and retention; serves as the State WIC Breastfeeding Coordinator.*

*Community Health Liaison - Maintains regular and frequent contacts with local agencies to explain and review WIC procedures and to evaluate local agency program operations; conducts outreach activities and fosters relationships with allied professionals and organizations; interviews WIC participants to obtain feedback concerning program services and operations.*

*Contract Breastfeeding Consultant (.2 FTE) - Assists the Public Health Nutritionist in carrying out breastfeeding promotion and support activities.*

*Asst. Health Program Administrator (Food Delivery/MIS) - Responsible for fiscal, caseload, and program data and reporting; coordinates with state computer system; responsible for in-house computer system; organizes and oversees or supervises work of data processing and distribution staff.*

*Principal Systems Analyst - Assists the Asst. H. P. A./Data Operations and Planning; Performs system enhancements, hardware and software maintenance, support and troubleshooting to state and local WIC staff; programs new data reports and modifications; identifies problem areas in system operations; prepares instructions and guides for users and provides training to users.*

*Asst. Health Program Administrator - Responsible for vendor selection, authorization, monitoring and education; investigations and sanctions and supervises staff involved in conducting vendor related activities. Prepares food expenditure reports and forecasts; and manages the Farmers Market Nutrition Program.*

*Sr. Public Health Promotion Specialist - Responsible for financial management, operations and reporting state agency level fiscal operations; records, monitors and reconciles expenditures; prepares federal and state fiscal*



## **Rhode Island WIC Program**

## **Operations Manual Sec. 6**

*reports; manages procurement and Office equipment needs.*

*Management Services Chief - Special Projects (.5FTE) – Conducts local agency financial audits, assists in financial management activities; completes special projects in financial analysis, clinic productivity and procedures review.*

*Fiscal Clerk (.5FTE) - Prepares financial reports and reviews financial reports and records of local agencies; processes local agency reimbursement claims; provides technical assistance to local agencies in preparing fiscal reports; responsible for procurement and payment requisitions, invoices and vouchers; and perform filing activities and fill supplies.*

*Chief Field Investigator - Carries out vendor monitoring and education activities; evaluates vendor applicants; investigates complaints about vendors; monitors participating vendors and develops corrective measures as appropriate; identifies high risk vendors and organizes vendor investigations. Provides interpreting and interviewing services in the Spanish language; maintains relationships with Hispanic organizations, persons and community.*

*Community Vendor Liaison - Maintains regular and frequent contacts with vendors to explain and review WIC procedures and to monitor their WIC operations; investigates complaints, provides training, fosters relationships with vendor community*

*System Support Specialist III - Works directly with local clinic WIC staff in relation to operating the QWIC PC computer system; provides training, oversight and "Helpline assistance; accounts for WIC checks "voided" at local agencies; coordinates delivery of materials and checks to local agencies and generates computerized vendor reports; conducts computer/FI security portion of annual agency evaluations; responsible for inventory management.*

*Property Management and Control Officer - Responsible for location, whereabouts, condition and inventory of all property purchased with WIC or Department funds; arranges repair or replacement; fills clinic orders for forms, educational materials and supplies and assists with vendor field visits.*

*Administrative Aide (1.6) - Perform clerical and secretarial tasks including word processing and filling agency supply requests; support for vendor monitoring activities.*

FISCAL PROCEDURES AND CONTROLS

COST MONITORING

SF-1: AVERAGE CHECK PRICE MONITORING

Goal

To monitor the average value of a WIC check on a daily basis.

Procedure

A. Financial Services Management Corporation (FSMC) reports daily and the following data are obtained.

- (1) Rhode Island WIC Program balance of funds on hand at bank.
- (2) Number of checks redeemed to date for the specific month.
- (3) Dollar amount of the number of checks redeemed to date for the specific month.

B. To derive the cost per check the following derivation is performed:

$$\frac{\$ \text{ amount of the } \# \text{ of checks redeemed}}{\# \text{ of checks redeemed to date for the specific month}}$$

- C. Once the cost per check is derived, the amount is charted on a spreadsheet maintained by the Assistant Health Program Administrator.
- D. Any abnormal rise (except for the first eight days of the month) shall be reported to the Chief, WIC Program.
- E. A significant increase may require revision of food cost projections.

Goal

Verification of the Monthly Computer Check Reconciliation Report with the monthly bank statement.

Procedure

A. Monthly Computer Check Reconciliation

1. Add next month's redemption total plus reporting month's redemption total plus one month's redemption total plus two month's prior redemption total. To this amount subtract the prior month's redemption charge to the reporting month.
2. This amount should equal the "Value of Checks Redeemed" total reported on the Monthly Computer Reconciliation Report.
3. To the "Value of Checks Redeemed:" total add the amount of dollars expended on the "Unmatched Check redemption report." This total should correspond with the amount reported on the fiche total of the monthly bank statement.
4. See attached forms A, B, C for example. Add figures from Form A redemptions:  $a + b + c + d$  - Form C, line e = Form B, line f.

B. Monthly Bank Statement

1. Verify the return credits and credit memos listed on the bank statement.
2. Utilizing the bank statement total
  - Less: Return credits
  - Less: see Credit Memos
  - Less: see Debit Memos
  - Less: Credit Memo next statement
  - Plus: Debit memos next statement
  - Equal: Fiche total
3. Fiche Total
  - Less: Unmatched Redemption Total
  - Equal: Total derived when Monthly Check Redemption Report was verified

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4. See attached Form D:  
    Add: Line g  
    Minus: Lines h, i, j and k  
    Plus: Line l
- Equal: Line n
- Line m Fiche total  
    Minus: Form A, 1 line n
- Equal: Form B, line f

**\* SF-3: METHOD FOR ESTIMATING WEEKLY  
FOOD EXPENDITURES**

Goal

To transmit an appropriate amount of funds to Financial Management Services Corporation (FSMC) to cover food check disbursements.

Procedure

1. This procedure utilizes the month-to-date expenditures at FSMC to determine the rate of Rhode Island WIC Program spending.
2. Daily, the month-to-date figure for the check redemption is received from FSMC via FAX transmission.
3. This total is then divided by the number of banking days to arrive at an average daily expenditure.
4. The amount is divided by 5 to derive an average weekly rate of spending.
5. A direct wire transfer is performed, if required, to transmit adequate funds to FSMC.

SF-4: METHOD FOR PROJECTION OF FISCAL YEAR  
FOOD EXPENDITURES

GOAL

To accurately project utilization of food grant to provide direction for caseload management, policy, and strategy.

PROCEDURE

A. Determination of Monthly Projection

1. On the Rhode Island WIC Program microcomputer, the projection spreadsheet is called up by logging in as "peter" and then selecting item "2" on the menu.
2. The previous months final obligations are input at the middle of the month along with the value of the checks deobligated for that month. Also the prior month's average check price is entered. The current month's average check price to date is placed by the figures received from phone calls to the contracted bank. These are placed in the positions on the spread sheet.
3. The closed out month's final redemptions are placed in the final expenditures locations.
4. Based upon these data, the program derives an estimated figure for the month's redemptions.
5. Each quarter, the last six months of closed out rate or redemptions and percentage change data are run on a linear regression to reflect any extraneous factors affecting the rate of redemption.
6. Each year the annual food budget award is placed in the cell under the first month on row 61 so that the monthly allotment and variance can be computed.

B. Projecting Balance of Fiscal Year Expenditures

1. On the Rhode Island WIC Program microcomputer, the projection spreadsheet is called up by logging in as "peter" and then selecting item "P" on the menu.
2. The closed out totals and the current estimates are then placed in the model for projecting for the rest of the fiscal year. In addition, the average caseload for each month and the participation must be entered. The model then extrapolates an expected balance based upon the inflation rate and caseload estimates that are entered.

**SF-5: CHECK RECONCILIATION STATEMENT - MONTHLY REPORT**

Goal

To reconcile each check to participant to tell if cashed, voided, or unclaimed and the date cashed or deobligated.

Procedure

- A. Staff will take the reconciliation performed by the computer.
- B. Staff will visually scale for checks redeemed at greater than sixty days from date of issue.
- C. Staff will compose letter to go to the FSMC, advising them of these checks which were not refused as described by the agreement of the State of Rhode Island and FSMC.

SF-7: WIC PROGRAM ANNUAL CLOSEOUT REPORT (FNS 227)

Goal

Beginning with the preparation of the FY94 WIC Annual Closeout, the RI State WIC Program will access the electronic FNS-227 spreadsheet, as informed by FNS.

Procedure

- A. Utilize requirements as established by FNS effective February 1994.
- B. Refer to fiscal year instructions and information papers for completing the WIC Program Annual Closeout Report.



**SF 7A: MONTHLY FINANCIAL AND PROGRAM STATUS REPORT (FNS-798)**

**Goal:**

*Revised 11/03*

*Beginning August 1994, the WIC Monthly Financial and Program Status Report (FNS-498) was utilized by accessing the on-line State Cooperative Data Exchange (SCDEX) System. Beginning in FY 2001 the FNS-498 was replaced by the FNS-798 report, which is accessed in the same manner.*

**Procedure:**

- A. As outlined by FNS, NESF-062-4
- B. Utilize the state agency user manual which provides descriptions and detailed instructions for the Special Nutrition Programs Integrated Information System (SNPIIS).

CASELOAD MONITORING

SF-8: CHARTING - CASELOAD MONITORING

Goal

*Revised 11/03*

*To maintain a daily count of local agency caseloads.*

Procedure

- A. The MIS Unit runs the caseload report from WEBS. This determines a calculated caseload (number of Active participants beings served at an agency and/or specific clinic) by calculating the actual current caseload by adjusting the previous caseload figure (adding any new adds, reinstates, and subtracting terminations, transfers).*
- D. This calculated caseload is utilized for monitoring purposes.*
- E. If a local agency exceeds its caseload, the Client Services Manager will speak to the local agency coordinator to request prompt reduction of the excessive caseload and inform the Chief, WIC Program.*

*SF-9: MONITORING OF NUMBER OF ADMISSIONS TO PROGRAM*

*Revised 11/03*

*Goal*

*To track the level of admissions to each local clinic.*

*Procedure*

- A. On a daily basis, WEBS will generate a report, by local agency, which will calculate the number of admissions which were added to the Program during the particular time frame.*
- B. The total admissions to the Program are charted for each cycle by the MIS Manager.*
- C. Any abnormal patterns shall be reviewed by the MIS and Client Services Managers and the Chief, WIC Program.*

*SF-10: COMPLETION OF FNS-798 Report –( MONTHLY PARTICIPATION CALCULATIONS)*

*Revised 11/03*

*Goal*

*Required Federal report.*

*Procedure*

A. *Number of Participants*

*This data is generated by WEBS by the MIS unit and automatically entered in to the 798 Report.*

SF-11: (RESERVED)

**SF-13: Allocation of State Office Salaries and Fringe Benefits**

**GOAL**

To establish a reliable and accurate method of allocating personnel costs according to function and purpose.

**Procedure**

Semiannually, the supervisory staff of the Rhode Island WIC Program meet with the Chief of the WIC Program to determine the rates to be used to allocate state office salaries of the Program to three activities, namely, Administration, Food Delivery and Nutrition Education. This is done for each individual position and includes supervisory positions. These rates are then listed on the WIC-57, rates For Allocation of State Office Salaries (Appendix).

When these individual rates are determined they are applied to salaries for each of these positions. When this is completed for each of the positions, the amount of salaries assigned to each activity is totaled and a total rate is computed for Administration, Food Delivery and Nutrition Education, respectfully. Allocation of salaries is recorded on the WIC-58, Allocation of State Office Salaries.

The total nutrition education rate, is applied to monthly state office salaries and is used for the WIC Monthly Financial and Program Status Report (Form FNS-798). Along with this, the actual monthly fringe benefit rate is applied to this amount.

All rates are also used for other federal reports when allocation of state office salaries is required.

**SF-14: NONPROCUREMENT OF GOODS AND SERVICES  
FROM ENTITIES DEBARRED OR SUSPENDED**

Goal

To ensure a system for nonprocurement of goods and services from entities debarred or suspended under 7CFR Part 3017.

Procedure

In compliance with the requirements of 7CFR Part 3017 the state agency will before entering into any contracts or agreements require that applicable entities certify that they and their principals have not been debarred or suspended. The state agency will also review the Nonprocurement List distributed by the General Services Administration and not enter into a contract or agreement with any entity on the list, for the appropriate period of time.

SF-15 Capital Equipment Acquisition and Inventory Control

Goal

To ensure appropriate management of procurement, logging and tracking of capital equipment.

Procedure

A. Procurement

1. The request is originated from a WIC staff person on a Departmental Requisition (MS-14).
2. The Administrative Aide routes the MS-14 to the Chief for approval, files the pink copy in the fiscal files under the appropriate budget object code and fiscal year (with the name of the originator in the upper right-hand corner), and forwards the other copies to Management Services.
3. Once the Purchase Order is awarded, the Administrative Aide gives a copy to the originator and files the original with the pink copy.
4. Once the equipment arrives, the originator checks the order for accuracy, completeness, and lack of damage.
5. The originator then initials the bill or gives a note to the Administrative Aide to process payment.
6. The Administrative Aide completes the Purchase Order and fills out a Report of Equipment Acquired and Traded In (A-59). The P.O. and A-59 are forwarded to Management Services, and a copy of the A-59 is given to the Senior Administrative Aide.

B. Inventory Control

1. The Senior Administrative Aide logs the equipment on the WIC Computerized Inventory System from the A-59. If the equipment is to be located outside of the office, the originator completes a WIC-17 for each item and gives it to the Senior Administrative Aide. The WIC-17, after entry is then filed in the agency's inventory folder.
2. The Senior Administrative Aide tags the equipment with the Rhode Island WIC Program inventory tags. These numbers are also logged on the computer.
3. When the state inventory tags are received, the Administrative Aide gives the Senior Administrative Aide the tags which are affixed on the equipment and logged in the computer.
4. When items are acquired by the Local Agency, the WIC-17 is filed in the agency's inventory folder and a copy given to the Senior Administrative Aide for entry on the system.

C. Transfer of Equipment

1. When any equipment is relocated to an agency, returned from an agency, or relocated in the office, the Senior Administrative Aide must be notified with a copy of the WIC-17. As a courtesy, the originator should also be informed.
2. The Senior Administrative Aide logs the transfer on the computer and notes the changes on the file copy of the WIC-17.



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3. If the equipment will no longer be at the original Local Agency, a copy of the original WIC-17 will be made and put in the folder of the new agency.
- D. Retirement or Disposal
1. The agency will notify the Rhode Island WIC Program office prior to the disposal of equipment. If approved, the Senior Administrative Aide notes the retirement on the computer system.
  2. If the equipment has a state tag, the Senior Administrative Aide asks the Administrative Aide to prepare an A-60. This is placed in the state or agency inventory folder with the other paperwork.

**ATTACHMENT # 3: VENDOR PAYMENT PROCESSES**

## **Attachment #2      Vendor Payment Processes**

The WIC Program's banking contractor shall perform the following tasks in processing WIC / FMNP checks submitted for payment:

- 1) Assure the checks satisfy the following conditions:
  - a) The retailer must be in active status under contract with HEALTH, and have been assigned to a Vendor Peer Group by HEALTH.
  - b) The total amount of each FI type must be equal to or less than the Maximum Retail Price amount for that vendor's peer group in the Maximum Retail Price / Peer Group Table file.
  - c) Receipt of the food items must be attested by the participant signature, the check must be redeemed and processed within the proper time period, and according to other listed guidelines.
  - d) The check must be issued by a contracted WIC Local Agency or clinic and not listed as stolen, missing, voided, lost or paid.
  - e) The check must be completed and visually clear for all participant, clinic, and vendor entered items.
- 2) Merge data from checks presented with obligation data into a combined transaction File of WIC checks. To facilitate the processing by the contractor, HEALTH will provide daily updates to the obligation checks transaction file. Each transaction coming from HEALTH will contain:
  - a) Check Number
  - b) Check / FI Type
  - c) Check Status Code
  - d) Check Valid Begin Date
  - e) Check Valid Expiration Date
- 3) Furnish any required data entry before processing the checks against the outstanding check file. Any valid checks passing the automated and visual bank edits must be reported to HEALTH as paid transactions. Checks not meeting the edit criteria shall be reported to ACH as rejected transactions with the reason(s) for rejection. The rejected checks shall be returned by the bank to the retailer via the banking system in the manner of a Not Sufficient Funds (NSF), indicating, however, the reason code for rejection stamped on the face of the check.
- 4) Rejection overrides - Vendors may request payment on rejected checks. If HEALTH deems payment justified, it will approve payment and transmit an override message to the bank. As these overridden checks are properly resubmitted by the vendors, they

must be subsequently paid by the Contractor.

- 5) Vendor identifiers - The WIC vendor will stamp the WIC checks with a special unique vendor seal, which will have the vendor number on it. Note that during processing, the WIC vendor number will be used to identify a vendor's Vendor Peer Group classification. The **contractor must capture the vendor number through data entry**. The process date and the check number must be added. The following edits will be performed by the Contractor prior to payment of the checks:
  - a) The vendor number is valid on the bank's file and the vendor number is not in a suspended status considering the date of processing versus the date of suspension or redemption.
  - b) The dollar amount of the check/ FI type by a vendor does not exceed the Maximum Retail Price, based on that vendor's Peer Group classification.
  - c) The date the check is presented for payment is within the range of valid dates as specified in the original FI record from HEALTH.
  - d) A "stop pay" has not been issued against the checks.
  - e) The check has not been voided. This information will be maintained using the void reason code in the obligation file.
- 6) The Contractor shall assure that each check passes all validations in order to be paid. The following exceptions to this rule will occur:
  - a) The checks were already rejected (and returned) and the rejection has been subsequently overridden by HEALTH. The bank shall will send a daily file of check payments, rejections and overrides to HEALTH.
  - b) Check not on file - hold and reprocess next day
  - c) Check flagged and paid, with original sent to WIC
  - d) Check issue files are still missing after reprocess and HEALTH authorizes payment.
- 7) The Contractor shall indicate the reason for rejections by means of a stamp on the face of the check. This information will be useful for the vendor and HEALTH in determining why the payment rejection occurred.
- 8) The Contractor shall incorporate the following file layouts:
  - a) The check layout used to send the new checks, voided checks and payment reject override information to the Contractor.

- b) The vendor file layout used to send vendor information to the Contractor.
  - c) The file layout of payments and rejections that Contractor must send from the bank to HEALTH on a daily basis
  - d) The Maximum Retail Price File of maximum allowable value by check type for each Vendor Peer Group sent by HEALTH when revisions are made to the file.
- 9) The Contractor shall adhere to the following Mandatory Requirements of the Proposed System:
- a) **Clearing** - The checks must be processed through normal banking practices, from the bank through which the retail vendors will deposit the checks, to the contracting financial institution for appropriate acceptance or rejection.
  - b) **Data Encoding or Entry and Signature Verification** - The four (4) digit vendor number must be recorded in such a manner that subsequent matching can take place during the editing process. At the time the vendor number is recorded, a visual check should be performed for participant signature and any prohibited alteration and any checks altered or not signed should be pulled and processed for rejection, and copies sent to Office.
  - c) **Data Capture** - The following data must be captured from the checks:
    - i) Check Document Number
    - ii) Vendor Number
    - iii) Vendor Peer Group Classification
    - iv) Amount claimed/paid/rejected
    - v) Date Processed
    - vi) Imaging check serial number for retrieval
  - d) **Editing** - The data captured must be edited against data provided by HEALTH. The edits must include:
    - i) Verification that the vendor number is valid against the vendor table supplied by HEALTH.
    - ii) The total amount of the check is within limits pre-stipulated by HEALTH as determined by the vendor's Peer Group Classification and comparing the total amount of the check FI Type against that vendor's peer group's Maximum Retail Price .
    - iii) The document number (check number) is verified against a valid document file provided by HEALTH.
    - iv) The date the item was received is within the tolerance period specified by HEALTH.

Note: The edit program must be available for an integration system test by HEALTH by no later than four weeks after notice of bid award.

- e) **Payment** - Any check meeting the edit criteria above (or added later by HEALTH) shall be paid.
- f) **Rejection** - Any check not matching all of the edit conditions described above must be rejected for payment and returned through normal bank processing to the retail vendor who made the original deposit, except as otherwise instructed by HEALTH. The Contractor shall note the reason on the checks and put the reason in the obligation file.
- g) **Data Return** - Data from both Payments and Rejections must be returned to HEALTH by direct telecommunication to the HEALTH for each processing day. The data should be received within 24 hours but must be received within 48 hours of processing by the contract bank. Failure to meet established schedules could be considered cause for revoking contract, or denial of processing charges. and/or claim for costs incurred by HEALTH resulting from such failure
- h) **Listing**- A listing of paid and rejected checks each day shall be provided.
- i) **Audit** - HEALTH, the USDA or their representative must have the right to examine the Contract Bank's records which directly relate to this project for a period of five years from the end of any check's fiscal year.
- j) **Programming** - The Contractor shall furnish a paper as well as a diskette / CD rom copy of the program source code to HEALTH along with a printed listing. Before the system is implemented, HEALTH will require certification or system test of the programs. For the period of the contract, HEALTH reserves the right to approve all program changes and to retest the program.
- k) **Scope of Data Set Transmissions** – Routine, daily transmission of data to the Contractor from HEALTH, and from HEALTH to the Contractor will be accomplished via file transmissions to / from FTP sites.
- l) **ACH Reimbursement** - The Contractor must make available direct reimbursement to the WIC Vendor through the ACH Automated Clearinghouse process for checks previously rejected by the Contractor for a reason delineated on the check Reject Reasons List, as follows:
  - i) The HEALTH receives a request for reimbursement from a WIC Vendor for one or several checks.
  - ii) The HEALTH authorizes payment for all or part of the presented value of the check.
  - iii) This record is then added to the nightly transactions sent to the bank.

- iv) Upon receipt of (a) check record(s) flagged for ACH reimbursement, the bank shall process credit to the vendor's account and transmit paid check records to the HEALTH for those checks (as for any other paid check).
- v) When HEALTH decides to pay part or all of a returned item, the HEALTH will send a vendor ACH payment approval record in its nightly transmission and then the bank will arrange to credit vendor's account for the approved amount.
- vi) In addition, the bank shall send a detailed listing of the approved checks to the vendor and a printable file to the HEALTH listing all the checks paid through ACH, by vendor.
- vii) Bank will provide a monthly itemized and summary report of the difference between rejected amount and final payment amount.

m) **Farmers' Market Program Checks** - The contractor shall also process Farmers' Market Program checks issued by HEALTH as follows:

- i) For the months of May-November each year the State will be issuing and redeeming Farmers' Market Checks. These are distinguished by having a food package code beginning with "Y" and an item number of 1 through 5.
- ii) These items shall be redeemed for \$4.00 (four dollars) only if meeting all edit criteria.
- iii) A unique range of Farmers' Market authorized vendor numbers will be given to the Contractor and only authorized vendors in that range may redeem Farmers' Market Checks. (Conversely, checks not defined as Farmers' Market checks cannot be cashed by a Farmers' Market vendor)
- iv) All checks processed as Farmers' Market Checks shall be reported separately on a daily basis on the management reports provided.
- v) Edit criteria will apply.
- vi) HEALTH will set a fixed end date (currently October 31 for participant to redeem and November 30 for vendors to cash).
- vii) Therefore, some checks may be in circulation for five months before cashing and six months before vendor redemption. First Date to Use will still be recognized and edited for.

10) **Check Image Capture** - The contractor must assure daily capturing of the image (front & back) of all transacted WIC checks. These **must** be available for later inspection, vendor investigations, etc.

- a) **CD-ROM** - CD-ROM which shall have a primary index on check number and date transacted, but also reference associated information about that check, and must be available no later than the 10th of the month subsequent.

## POLICY V-11: VENDOR PAYMENT PROCESS

Rev. 12/16/03

## Goal

To provide a consistent procedure for reimbursing vendors for WIC checks accepted which cannot be processed; to ensure accountability through recording and documenting of such transactions; and to decrease the incidence of improper redemption procedures.

## Procedure

Subject to the following procedures, the vendor shall have an opportunity to correct or justify an actual or alleged overcharge or error, or defend against a **HEALTH WIC Program** charge or claim for alleged overcharge or error. Only if the **HEALTH WIC Program** is satisfied with the correction or justification, then it may provide payment or adjust the payment to the vendor accordingly. The HEALTH WIC PROGRAM may deny any reimbursement if overcharge or errors are not sufficiently justified, corrective action not taken, or overcharges or errors are repeated.

## A. General

Reimbursements are subject to instructions on the most recent WIC-70B Vendor Instruction about handling checks. No check will be reimbursed unless the check, request for reimbursement and acceptable justification and explanation are received at the WIC Office, HEALTH WIC PROGRAM, within **15 days of the date of rejection and not** more than 75 days after the First Day to Use printed on the check. Checks returned for no vendor stamp or improper stamp must be stamped and redeposited within the valid dates and will not be reimbursed if submitted to HEALTH WIC PROGRAM after that date.

## B. Checks exceeding the redemption limit

1. The vendor may request reimbursement for checks on which the price exceeds the stipulated maximum limit following rejection by the WIC bank (see B, below).
2. Justification from the vendor for the value of the item(s) must be provided. Except for nonstandard formula, reimbursement will not be made in excess of the authorized maximum.
3. If the price in the judgment of the HEALTH WIC PROGRAM is valid, correct, proper and reasonable, reimbursement of the amount deemed proper will be made up to the limit stipulated on the check. The HEALTH WIC PROGRAM will also determine if **two dollars** will be deducted from the value of each reimbursement based on appropriateness of vendor's redemption procedures. The WIC ACH authorization code for the checks will be input with the net amount.
4. The completed checks will be forwarded to the Vendor **Manager** or his/her designee to determine the reimbursement. Reimbursement may be made by return of original or replacement checks to vendor for redeposit or by ACH credit via the WIC contract bank
5. When **documentation is** received from the Contracted Bank, a copy of the reimbursement letter **is filed** in the vendor's file.

## C. Checks redeemed with improper redemption procedures:

1. Refer to most recent Vendor Instruction (WIC-70B) for current reimbursement policies and procedures.



2. Vendors submitting check (s) for reimbursement which have been redeemed with procedural error, incompleteness alteration or exceeding the price limit shall provide complete justification as to the reasons why the improper redemption procedures were used.
3. Consult with the Vendor Manager, or other supervisory personnel as designated by the program administrator, for a determination of the adequacy of the justification for the improper procedures, and for a decision on whether the HEALTH WIC Program should reimburse the vendor.
4. The Vendor Staff shall review the vendors' record for past instances of violations of check redemption procedures. If the vendor's record shows a history of such violations, the vendor shall not be reimbursed and shall be so advised in a letter stipulating the reason.

Only checks redeemed or deposited for the first time during a single thirty-day period and submitted in a single request may be considered for reimbursement.

- a. All such requests must be made within a reasonable time of the vendor's acceptance of said checks.
  - b. Checks should not be considered for reimbursement if received by State WIC Office more than 15 days following date of rejection and not more than 75 days after the First Day to Use printed on the check.
  - c. The WIC Program will deny reimbursement for any check with questionable price, signature alteration, correction, etc., in the sole judgment of the HEALTH WIC PROGRAM.
6. The vendor monitors will conduct an educational contact with the vendor regarding correct redemption procedures, emphasizing the HEALTH WIC Program's policy of not reimbursing vendors more than once during the term of a vendor agreement for errors or violations of redemption procedures.
  7. If the program administrator or designee approves the exception to reimbursement procedure and approves reimbursement of the vendor for the value of the check, prepare corrected checks as stated in above.
  8. The HEALTH WIC Program or Bank will generate the appropriate reimbursement letter from HEALTH WIC Program, noting the reason the bank returned the check, the vendor stamp number, and the amounts and dates of the original check(s). The Bank will include on the letter a HEALTH WIC Program statement reiterating the proper check redemption procedures and violations thereof involved in the particular case and a warning notice that future reimbursements will not be made in case of vendor error or violation.
  9. When received from the Contracted Bank, a copy of the letter will be filed in the vendor reimbursement file and in the vendor's file.
  10. When reimbursements are made for improperly redeemed checks, two dollars will be deducted from the approved value of each check as a service fee.

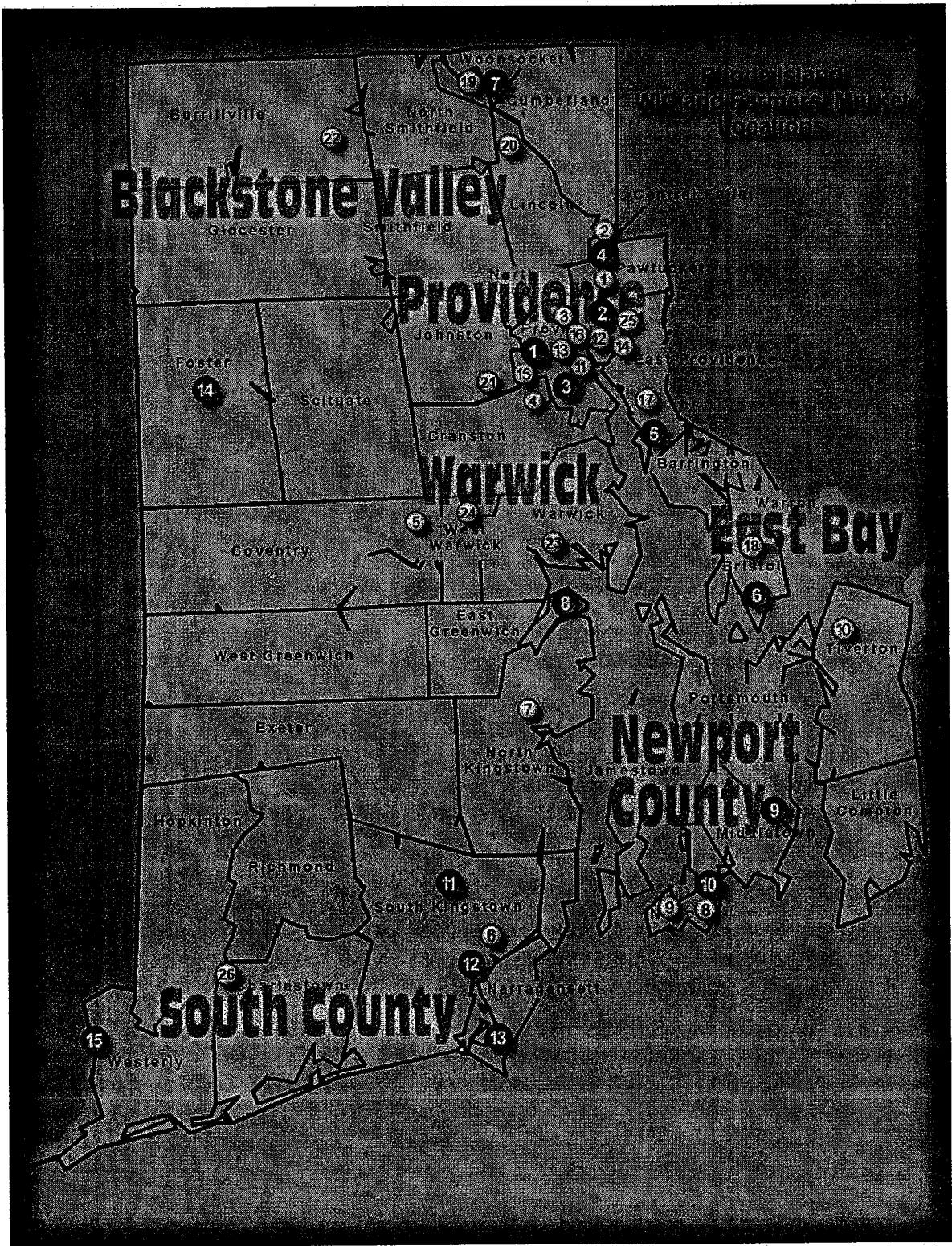
If the price on the WIC check is two dollars or less, there will be no reimbursement value.

11. The reimbursement letter will list the reimbursements, noting the improper redemption procedure used and information about the original and any replacement checks.
12. **Only a limited number of checks will be reimbursed.** Vendors will not be reimbursed if their WIC check rejection rate for the past six months exceeds the average for all vendors by 15%.

D. Other Requests for Reimbursement

1. In general, checks accepted by an unauthorized party will not be reimbursed nor permitted to be deposited for payment.
2. Any other vendor request for reimbursement of WIC check(s) which **cannot** be processed through banking procedure shall be evaluated by the vendor monitor and the **Vendor Manager** or designee.
3. If it is decided to grant an exception to the check processing procedures, the vendor monitor and the **Vendor Manager**, administrator or designee decides upon the most efficient method for doing so. If an exception is not to be granted, and the vendor is not **to** be reimbursed, notify the vendor by letter.
4. In instances where resubmission will result in vendor reimbursement the arrangements may be made between the **HEALTH WIC Program** the appropriate bank, and the vendor.
5. In instances which require the issuance of replacement check(s), a suitable letter will be sent by the state or Bank to the vendor stipulating the reason the checks were not processed, the number, amount, and date of the original and replacement checks, and such suitable information as may assist the vendor to avoid a recurrence of the need for such check replacement.
6. Check reimbursement procedures will be followed as stated above, including, if appropriate, deducting the service fee, if the reimbursement stemmed from vendor error or violation.
7. Record the relevant check data and reasons for the incident.

**ATTACHMENT # 4: MAP OF WIC AND FMNP SITES IN RI**



**RHODE ISLAND WIC PROGRAM LOCAL AGENCIES**

- ① JOHN J. CUNNINGHAM HEALTH CENTER (401) 722-0082**  
42 PARK PLACE  
PAWTUCKET, RI 02860  
CLINIC 200
- ② BLACKSTONE VALLEY COMMUNITY HEALTH CARE (401) 724-7134**  
9 CHESTNUT STREET  
CENTRAL FALLS, RI 02863  
CLINIC 300
- ③ CHAD BROWN HEALTH CENTER (401) 831-0020**  
285A CHAD BROWN STREET  
PROVIDENCE, RI 02908  
CLINIC 400
- ④ FAMILY HEALTH SERVICES OF CRANSTON (401) 946-4650**  
1090 CRANSTON STREET  
CRANSTON, RI 02920  
CLINIC 500
- ⑤ COVENTRY (401) 828-5335**  
CRANSTON SATELLITE  
191 MACARTHUR BLVD.  
COVENTRY, RI 02816  
CLINIC 501
- ⑥ THUNDERMIST HEALTH CENTER OF SOUTH COUNTY (401) 783-0523**  
ONE RIVER STREET  
WAKEFIELD, RI 02879  
CLINIC 151

- 7** BAYSIDE FAMILY HEALTHCARE, INC. (401) 295-9706  
308 CALLAHAN ROAD  
NORTH KINGSTOWN, RI 02852  
CLINIC 150
- 8** NEWPORT COMMUNITY HEALTH CENTER (401) 847-7821  
19 BROADWAY  
NEWPORT, RI 02840  
CLINIC 701
- 9** FLORENCE M. GRAY MULTI-SERVICE CENTER (401) 848-6682  
1 YORK STREET  
NEWPORT, RI 02840  
CLINIC 700
- 10** JAMES F. SILVIA HEALTH CENTER (401) 625-1364  
1048 STAFFORD ROAD  
TIVERTON, RI 02878  
CLINIC 701
- 11** ALLEN BERRY HEALTH CENTER (401) 444-0570  
202 PRAIRIE AVENUE  
PROVIDENCE, RI 02907  
CLINIC 901
- 12** CAPITOL HILL HEALTH CENTER (401) 444-0550  
40 CANDACE STREET  
PROVIDENCE, RI 02908  
CLINIC 902
- 13** CENTRAL HEALTH CENTER (401) 444-0580  
239 CRANSTON STREET  
PROVIDENCE, RI 02907  
CLINIC 903
- 14** FOX POINT HEALTH CENTER (401) 444-0530  
550 WICKENDEN STREET  
PROVIDENCE, RI 02903  
CLINIC 904

- 15** **OLNEYVILLE HEALTH CENTER** **(401) 444-0540**  
**100 CURTIS STREET**  
**PROVIDENCE, RI 02909**  
**CLINIC 906**
- 16** **ST. JOSEPH HEALTH CENTER** **(401) 456-4045**  
**21 PEACE STREET**  
**PROVIDENCE, RI 02907**  
**CLINIC 111**
- 17** **SELF-HELP, INC.** **(401) 437-1007**  
**100 BULLOCKS POINT AVENUE**  
**RIVERSIDE, RI 02915**  
**CLINIC 121**
- 18** **BRISTOL WIC PROGRAM** **(401) 247-7691**  
**115 FRANKLIN STREET**  
**BRISTOL, RI 02809**  
**CLINIC 122**
- 19** **THUNDERMIST HEALTH CENTER** **(401) 767-4109**  
**191 SOCIAL STREET - 9TH FLOOR**  
**WOONSOCKET, RI 02895**  
**CLINIC 600**
- 20** **MANVILLE** **(401) 769-8917**  
**THUNDERMIST SATELLITE**  
**100 CENTRAL STREET**  
**MANVILLE, RI 02838**  
**CLINIC 601**
- 21** **TRI-TOWN HEALTH CENTER** **(401) 351-2750**  
**1126 HARTFORD AVENUE**  
**JOHNSTON, RI 02919**  
**CLINIC 130**
- 22** **BURRIVILLE WIC PROGRAM** **(401) 567-0510**  
**166 MAIN STREET**  
**PASCOAG, RI 02859**  
**CLINIC 800**



**DR. JOHN A. FERRIS COMMUNITY HEALTH CENTERS (401) 732-4660**  
**205 BUTTONWOODS AVENUE**  
**WARWICK, RI 02886**  
**CLINIC 140**



**WEST WARWICK COMMUNITY HEALTH CENTER (401) 826-3230**  
**53 PROVIDENCE STREET**  
**WEST WARWICK, RI 02893**  
**CLINIC 141**



**WOMEN & INFANTS (401) 274-1122**  
**101 DUDLEY STREET**  
**PROVIDENCE, RI 02905-2401**  
**WPCC NUTRITION SERVICES - SUITE 565**  
**2 DUDLEY STREET**  
**PROVIDENCE, RI 02905-2401**  
**CLINIC 101**



**WOOD RIVER HEALTH SERVICES (401) 539-2461**  
**823 MAIN STREET**  
**HOPE VALLEY, RI 02832**  
**CLINIC 152**



## RHODE ISLAND FARMERS' MARKET LOCATIONS

### Providence:

- 1 Broad Street Market  
807 Broad Street
- 2 Hope High School, Hope Street
- 3 Parade Street Market  
(Next to Cranston Street Armory)

### Central Falls:

- 4 Broad Street Train Station

### East Providence:

- 5 Haines Memorial Park  
Rte. 103

### Bristol:

- 6 Colt State Park

### Woonsocket:

- 7 Precious Blood Church  
Corner of Carrington and Park

### Warwick:

- 8 Goddard State Park

### Middletown:

- 9 909 East Main Road (Rte. 138)

### Newport:

- 10 Dr. Marcus Wheatland Blvd.  
(Behind Salvation Café)

### South Kingstown:

- 11 URI- Rte. 138 (Follow signs to Flagg Road)

### Wakefield:

- 12 Marina Park, (off Route 1)

### Narragansett:

- 13 Fishermen's Memorial Park (Rte. 108)

### Foster:

- 14 Route 6 (at Danny's Auction Barn)

### Westerly/Pawcatuck:

- 15 Pawcatuck Park  
Mechanic & West Broad Street

**ATTACHMENT # 5: CHECK ISSUANCE AND CONTROL**

**SECTION 300**

**FOOD DELIVERY SYSTEM AND DATA PROCESSING**

**(Goals - III, Operations - 3)**

**SECTION 300**

**FOOD DELIVERY SYSTEM AND DATA PROCESSING**

**310 - Local Program Computer Manual**

(See separate document dated January 1992)

320 - CHECK ACCOUNTABILITYGENERAL PROCEDURES*Revised 2/97*

- A. *Participants receive local agency computer printed checks either monthly, bi-monthly or tri-monthly, or as preliminary certification under the following guidelines:*
1. ***One month of WIC checks:*** *High risk participants, or those who benefit from more frequent contact with the WIC clinic, may be given one month of checks.*
  2. ***Two months of WIC checks:*** *Some participants may benefit from bi-monthly contact with the WIC clinic and may receive two months of WIC checks.*
  3. ***Three months of WIC checks:*** *Low risk participants may receive three months of WIC checks. Low risk WIC participants who should not receive three months of checks include:*
    - Participants with a history of lost ID folders or WIC checks,***
    - Foster parents (due to frequent custody changes)***
    - Participants without needed active health care engagements.***
  4. *Care must be taken to continue to coordinate nutrition education contacts, recertification appointments, and notification of terminations/reapplications with check pick-up.*
- Added 12/03*
5. *All participants must receive information on how to use the WIC / FMNP checks. Information provided shall include "first day to use" and "last day to use" check usage, importance of selecting WIC approved food items in allotted quantity (referring to WIC Approved / FMNP Approved Food Brochures) and signing check after vendor enters price of purchase.*
- B. All checks must be accounted for including lost, stolen, damaged or erroneously printed checks.
- C. All checks shall be kept in a secure, controlled area as directed by the Rhode Island Department of Health WIC State office (State agency). When check supplies are delivered to local agencies, local agency staff will enter check ranges, immediately, into the computer check log.
- D. The computer automatically logs, by password, the identity of the person issuing WIC checks. Local agency staff, therefore, should keep password secrecy and should log off the computer each time they leave the computer.
- E. Correction fluid ("white out") may never be used on checks or check stubs. If a mistake is made on a check, the check should be voided and reissued.

321 COMPUTER PRINTED CHECKS AND USE OF PRENUMBERED CHECK REGISTERS

A. END OF DAY PROCEDURE

1. Draw a line under the last used check number on the check register.
2. Authorized WIC staff will secure the prenumbered Check Register and the associated preprinted checks in locked storage.

B. BEGINNING OF DAY PROCEDURE

1. Authorized WIC staff will obtain the prenumbered Check Register and the associated preprinted checks from secured storage.
2. Check to make sure a line was drawn under the last used check number from the previous day's register and write in today's date to left under the column marked **DATE**. Be sure to do that on the top of any other columns that you use that day.

C. PROCEDURE FOR DISTRIBUTION OF CHECKS

1. To ensure that only authorized payees receive and sign for appropriate checks, WIC staff shall require identification verification against the checks for the participating members of the family. Proper identification shall be a regular ID folder, WIC-7A. As circumstances warrant, other positive identification may be accepted and explanation as to type and reason for failure to present an ID card folder written on the register.
2. For test pattern checks, indicate "Test Pattern" on register and have staff initial. If checks need to be voided, mark check register as such and initial.
3. WIC Staff will write the I.D. number on the second line of the check series and arrow down to the end of the range.
4. After proper identification procedures have been completed, verify all check numbers given to participants/payee against the corresponding numbers on the check register.
5. Each payee (or authorized alternate shopper) will sign the check register on the first line of each series of checks for each participating family member and enter the date of receipt in the appropriate column. This will provide both proof of check delivery to recipients and internal security and accountability. Staff to initial. **THIS REPLACES SIGNING AND INITIALLING THE STUBS.**
6. Verify the signatures on the check register against the signature on the WIC-7A ID folder.
7. For unusable and/or missing checks, refer to use of the participant check history and void/reissue screens and to the section 330 for the policy on lost/stolen checks. Void checks "in-hand" (unless misnumbered) and mark register "void-damaged" or void-printer jam". Stamp checks **VOID** and place checks in daily envelope.
8. Check stubs shall be stored identified by day for a period of three (3) months. This is to assist in the correction of misnumbered checks. Subsequently, the stubs may be discarded.

The voided and returned checks and the check registers must be kept for the requisite period, currently three years.

**NOTE:** The stubs previous to these new checks **must** be kept for the three (3) year period.

Revised 10/95

\*322 Lost, Damaged or Stolen Check Procedures  
(Operations Policy FD-1)

**Goal**

To protect the WIC Program from financial obligations resulting from the redemption of stolen WIC checks.

Procedure

The following procedures will be adhered to by local agency and Rhode Island Department of Health personnel in cases involving thefts, and/or loss of checks:

Notice to Police and State Agency

- A. Report any suspected thefts immediately to the appropriate police department for investigation or verify that the participant has done so.
- B. The local agency will phone the State agency with relevant information. The call should be directed to the staff member who maintains the "Bad Check" Register or, if absent, to the alternate. If both are absent, the staff person who takes the call will record the information in the register.
- C. A log number will be issued to the local agency for each lost or stolen check. This number will be consecutive and entered into the register, along with DATE OF ALERT, CHECK NUMBERS, PARTICIPANT I.D. NUMBER, AND STATUS. The State agency will then instruct the local agency as to how checks should be voided. **Lost or stolen checks should not be voided by the local agency until instructed to do so by the State agency.**
- D. Local agencies may request replacement of lost or stolen checks in exceptional circumstances. **Lost or stolen checks must not be replaced without authorization from the State agency. (see below)**

\*  
Whenever WIC checks are replaced after being lost or stolen or destroyed, the Payee must sign an affidavit attesting to the fact that WIC checks are indeed missing and (s)he has no further knowledge of them. WIC-10A is the form designed for that purpose. Retain the white original in the client's file, give the payee the yellow copy, and send the pink copy to the State WIC office.

The State agency will follow up by notifying the bank (when necessary) and coordinating with Vendor Staff (if alert to stores is called for). If the responsible State agency person is away for the day, the Program Chief should be notified of the register entry.

The State agency liaison will verify that the appropriate police department has been notified

of any reported theft.

When a completed WIC - 10 (WIC CHECK ALERT NOTICE) is received from a Local Agency, the responsible State person will file the form in the "Bad Check" log book and enter the receipt in the register. If a form is not returned within a week, that person will follow up with the local agency.

If replacement checks were authorized, the WIC-10 must include check numbers of the reissued checks, entered by either the local agency or if already submitted, by the State Agency after being notified by the local agency.

- E. Vendor monitoring unit will immediately notify WIC vendors in the vicinity of the loss, if feasible. If extensive, a written notice will be prepared and delivered or sent to all vendors.
- F. Remember that a check which is voided as "lost" will have a "stop payment" put on it, automatically, by the bank.
- G. If a participant finds checks that were reported as lost or stolen, they should be returned to the local agency and, if appropriate, new checks reissued. Participants must be told that if they find their lost checks, they should not use them.

**323 Erroneous Checks**

- A. Checks printed at the local agency, erroneously, may be voided and reissued by the local agency. This includes checks misnumbered, not lined up properly, blank, with the wrong food package or damaged before issuance. Checks in-hand may be voided as "H", In-Hand.
- B. If there is a significant check misnumbering problem, locals should call the state agency for assistance in straightening it out. Never use the "M", Misnumbered, void code without consulting the state agency first.

**324 Misnumbered Checks**

Note: It is recommended to contact the state office for assistance on this procedure.

Decide which of 4 possible scenarios you have:

1. Checks are still in hand - black number greater than red number.
2. Checks are still in hand - red number greater than black number.
3. Checks are out of the agency - red number greater than black.
4. Checks are out of the agency - black number greater than red.



**Scenario 1**

Checks are still in hand - black number greater than red number.

Step 1 - Write out the misnumbered checks in 2 columns (labeled red and black) to determine the nature of the problem.

Example:	Red (in printer)		Black
	10		10
	not printed on check or over printed	11	
	11		12
	12		13
	13		14
	14		15

Step 2 - Find the next red check number in the printer. (In this example it would be number 15.) Roll out the check or checks to make the number on the red check in the printer match the next check number the computer thinks it will print. (In this example the computer thinks the next check is 16, by rolling off red check 15 the next check in the printer will also be 16. Stamp red check number 15 as void, then go into the void/reissue screen and void as, "H", in hand and then reissue all the misnumbered checks (In this example it would be checks 11 through 15.)

**Scenario 2**

Checks are still in hand - red number greater than black number.

Step 1 - Write out the misnumbered checks in 2 columns (labeled black and red) to determine the nature of the problem.

Example:	Red (in printer)		Black
	10		10
	12 (problem here)	11	
	13		12
	14		13
	15		14
	16		15
	red check 17, blank in printer		

Step 2 - You want to make the check in the printer equal the next check in the computer. Go into the void/reissue screen and void the black check number that the computer thinks it will print next (In this example number 16), as "H", in hand. Do NOT reissue that check (number 16). Now the next check that the computer will print is the number that matches the next red check in the printer. (In this example number 17.)

Step 3 - With the numbers recorded, go into the void/reissue screen and void all the misnumbered checks as, "H", in hand and reissue them.

Scenario 3

Checks are out of the agency - red number greater than black number.

Step 1 - Write out the misnumbered checks in 2 columns (labeled black and red) to determine the nature of the problem.

Example:	Red		Black
	11		11
	something happened to red	12	
	13		12
	14		13
	15		14
	16		15
	17		16

Step 2 - Go to the correct check numbering screen on the system admin. menu.

Step 3 - Start at the end of your list of misnumbered checks. Enter the last red misnumbered check in the red check number field and the corresponding black number in the black check number field. (In this case start at red 17 and black 16.) Work backwards for each misnumbered check and repeat the process above. Save each screen.

Example:	Red	Black
	17	16
	16	15
	15	14
	14	13
	13	12

When the last misnumbered check (In this example red 13, black 12) is entered the computer will have reconciled the numbers.

Step 4 - Go to the check print screen and reenter the check range. (In this example the range will start with check number 18.)

Scenario 4

Checks are out of the agency - black number greater than red.

Step 1 - Write out the misnumbered checks in 2 columns (labeled black and red) to determine the nature of the problem.

Example:	Red		Black
	9		9
	Don't know what happened to black	10	
	Don't know what happened to black	11	
	10		12
	11		13
	12		14
	13		15
	14		16
	17 - You rolled up checks in the		17
	printer to match red and black numbers.		
	You can leave problem now and fix		
	misnumbering later.		
	18		18
	19		19
	20		20

Step 2 - When you go back to correct the misnumbering, determine the difference between the black and red misnumbered checks. (In this example it is 2 numbers off.)

Step 3 - Go to the void/reissue screen. Enter the next (black) number that the computer thinks is available and void it as "M", misnumbered. Continue to enter and void as code "M", as many numbers as the difference is between the black and red numbers on the misnumbered checks. This creates a space on the computer to reconcile the checks. (In this example, check numbers 21 and 22 were voided as misnumbered to create the spaces.)

Step 4 - Next, go to the correct check numbering screen on the system admin. menu. Again, enter that many (the difference) misnumbered black numbers starting with the lowest black number (In this example 10 and then 11), in the black check number field. In the red check number fields enter the next red numbered check in the printer (In this example, red number 21 and then 22). Mark off numbers in your columns as you renumber them to help keep track of where you are. This creates a space for the unaccounted for black numbers. Save each screen as you go. Roll off and STAMP VOID all red blank checks used to reconcile the misnumbered black checks and put them in the daily envelope. You do NOT need to void them again, in the computer. (In this example, red checks 21 and 22.)

Example:	Red	Black
	21	10
	22	11

Step 5 - Now enter the remaining misnumbered checks starting with the lowest black one left corresponding with the lowest red one left. (In this case black number 12 should correspond with red number 10, black

number 16 should correspond to red number 14. Save each screen.

Example:	Red	Black
	10	12
	11	13
	12	14
	13	15
	14	16

330 - Assistance to Participants/Replacement of Checks

1. When a local agency requests state agency assistance due to participant hardship, the liaison will help the local agency to identify available food resources (ex: formula supplies, food closets.)
2. No replacement checks may be issued unless the Program Chief authorizes such issuance under exceptional circumstances. Evaluating exceptional circumstances shall include, but not be limited to, consideration of the following factors:
  - a. There is documented hardship to the participant.
  - b. There is corroborative evidence that the loss was the result of unavoidable catastrophe or forcible crime, and evidence that the receiver(s) of the checks took reasonable precautions to safeguard the checks.
  - c. Bank records have been reviewed to see if originals were redeemed.
  - d. Liaison and local have investigated whether participant (or agent) redeemed originals.
  - e. Any possible theft was reported to police.
  - f. The payee has not received previous replacement.
  - g. The payee signs a witnessed statement giving details of loss, and stating the payee:
    - Did not authorize anyone to receive or redeem the checks.
    - Did not receive any benefit therefrom.
    - Is willing to appear in court to give evidence regarding the loss.
    - Is making the statement for the purpose of obtaining replacement check(s).
    - Understands that making a false and misleading statement or misrepresenting, concealing or withholding facts to obtain replacement of WIC checks may result in prosecution, disqualification from WIC and/or repaying the State agency the value of any WIC checks received.

- h. There is sufficient time to notify vendors not to accept the originals.

340 - Vendor Matters

The integrity of the Program and its effectiveness in improving nutrition depend heavily upon the adherence to proper food selection and redemption practices by both participants and vendors. Participants who obtained nonallowed items and vendors who charge improper prices, furthermore, deny limited Program resources to others who might benefit from them.

The state agency assumes primary responsibility for monitoring of vendors. Local agencies, however, are in a position to obtain information about vendor practices from participants which can be helpful to the state agency in monitoring.

In addition, local agencies have primary responsibility for ensuring that participants understand their responsibilities and adhere to Program rules.

Information about these matters obtained by the state or locals, then, must be exchanged and followed up on vigorously.

341 - Participant or Local Agency Complaints or Comments Regarding Vendors

- A. Any complaints received at the state office regarding a vendor shall be transmitted to the Food Benefits Unit. The Food Benefits Unit shall assess the merits of the complaint and plan follow-up with the vendor monitoring staff.
- B. Any complaint regarding a vendor received by a local agency shall be routed to the Community Health Liaison. Complete a Vendor Question/Complaint Form (Appendix) with full details, including how to contact the complainant. You may call direct in addition to sending the form.

Obtain as much of the following as possible:

- 1. Date, what occurred, store staff involved.
  - 2. Checks involved, if any
  - 3. Signed statement by complainant (i.e., ask complainant to sign completed form.)
- C. If a complaint is verified on location, the vendor and WIC representative will immediately develop a plan of correction. All occurrences shall be noted on a Vendor Contact Record form.
  - D. The Community Health Liaison will contact local agency staff to inform them of any action or corrective plan developed as a result of a participant or local agency complaint regarding a vendor. The local agency shall inform the participant of that action or corrective plan. Information regarding compliance investigations will not be shared.
  - E. Failure to comply with the plan of correction may result in a warning letter or a termination.

- F. A pattern of complaints may also be considered by the state agency as grounds for a warning letter, termination, or non renewal of a contract.

Possibly Contaminated Foods

If a participant should complain that she/he had purchased some food which was thought to be contaminated, refer that person to the Food Protection Office in the Department of Health. Advise participant that a sample of the contaminated food should be taken/sent to that office along with the complaint. Perishable items should be kept refrigerated.

Div. of Food Protection and Sanitation  
Rhode Island Department of Health  
Cannon Building  
Three Capitol Hill Room 203  
Providence, Rhode Island 02908  
222-2749

Department rules require that a complainant sign a statement that they are not taking legal action against the manufacturer.

Vendor Inventory Requirement:

- A. The Rhode Island Department of Health WIC Program maintains minimum inventory requirements:
1. Authorized WIC vendors shall stock WIC allowed foods according to the WIC Allowed Foods List (WIC-38).
  2. For each food group, the vendor shall maintain a minimum inventory according to the WIC Vendor Minimum Inventory Requirements. (WIC-39).
  3. For most items, stores are only required to carry two varieties or brands.
- B. Local staff may transmit questions regarding store inventories to the State office using the Vendor Question/Complaint Form.

342 - Vendor Reports on Participants Choosing Non-WIC Foods

- A. When a vendor notices that a participant has chosen nonallowable food items to purchase with WIC checks he should:
- (1) Ask a participant to exchange nonallowable food items for foods listed on the WIC Allowed Foods list.
  - (2) Write down the participant's name, date of selecting wrong foods, WIC participant ID number and local agency, as well as the types of nonallowable food items selected.

- (3) Call the Rhode Island Department of Health WIC Program and relate the incident as it occurred.
  - (4) Note whether participant was insistent and/or disruptive or abusive.
- B. At this point the Rhode Island Department of Health WIC staff liaison person for the local agency in question will:
- (1) Call the local agency and report the incident as told by the vendor, naming the participant and types of food that the participant had incorrectly chosen.
  - (2) File a report on the incident at the Rhode Island Department of Health.
- C. The local agency will then:
- (1) Flag the chart of the participant in question, with recount of the incident.
  - (2) At the next check pickup the participant will be referred to the nutritionist or nurse for an education session that covers the following information:
    - (a) What occurred, and where, in a tone such that the participant is given the benefit of the doubt. (For instance: It was reported that you tried to purchase such and such with your WIC checks; since these are not allowable WIC foods, we feel that perhaps you did not get the appropriate education concerning the list--or, perhaps you lost your list ... here is another one...).
    - (b) Go over the list category by category naming allowed items.
    - (c) Then tell why each food was chosen and why it is important for the participant to purchase it.
    - (d) If the participant has been disruptive or abusive, warn the participant that the vendor may refuse to serve him/her.
    - (e) Ask if the participant has any questions and answer them.
- D. The state liaison should then do a follow-up call with the local agency to see what occurred, and so record on the same report originated earlier.
- E. A determination will be made of the participant's intention and the severity of any actual Program violation. The local agency will take appropriate additional measures (warning letter, disqualification) if warranted.

Approved Vendors

- A. Periodic listings of currently active WIC approved vendors and vendors removed from participation will be provided to local agencies at least four times per year. The lists are to be used only to inform participants of which stores may accept WIC checks for the current period.

- B. Please note stores deleted. Question a sample of participants to ascertain use of non-authorized vendors.



Check Signature Log Sample

RHODE ISLAND DEPARTMENT OF HEALTH WIC PROGRAM

Check Signature Log			Clinic # _____		
Date	Signature & ID Number	Staff	Date	Signature & ID Number	Staff
10000001	_____	Init. _____	10000026	_____	Init. _____
10000002	_____	Init. _____	10000027	_____	Init. _____
10000003	_____	Init. _____	10000028	_____	Init. _____
10000004	_____	Init. _____	10000029	_____	Init. _____
10000005	_____	Init. _____	10000030	_____	Init. _____
10000006	_____	Init. _____	10000031	_____	Init. _____
10000007	_____	Init. _____	10000032	_____	Init. _____
10000008	_____	Init. _____	10000033	_____	Init. _____
10000009	_____	Init. _____	10000034	_____	Init. _____
10000010	_____	Init. _____	10000035	_____	Init. _____
10000011	_____	Init. _____	10000036	_____	Init. _____
10000012	_____	Init. _____	10000037	_____	Init. _____
10000013	_____	Init. _____	10000038	_____	Init. _____
10060014	_____	Init. _____	10000039	_____	Init. _____
10000015	_____	Init. _____	10000040	_____	Init. _____
10000016	_____	Init. _____	10000041	_____	Init. _____
10000017	_____	Init. _____	10000042	_____	Init. _____
10000018	_____	Init. _____	10000043	_____	Init. _____
10000019	_____	Init. _____	10000044	_____	Init. _____
10000020	_____	Init. _____	10000045	_____	Init. _____
10000021	_____	Init. _____	10000046	_____	Init. _____
10000022	_____	Init. _____	10000047	_____	Init. _____
10000023	_____	Init. _____	10000048	_____	Init. _____
10000024	_____	Init. _____	10000049	_____	Init. _____
10000025	_____	Init. _____	10000050	_____	Init. _____

**ATTACHMENT # 6: FMNP SPONSOR GUIDELINES AND PROCEDURES**

Guidelines and Procedures for FMNP Sponsors  
R.I. Farmer's Market Nutrition Program

A: To be eligible to participate, a farmer's market must:

*Revised 11-03*

1. *Be comprised of bona fide Rhode Island farmers, who individually sell fresh fruits and vegetables produced by themselves directly to consumers. Farmers from adjacent states (if in accordance with the by laws of the market) may be considered a bona fide FMNP farmer under the following circumstances:*
  - a. *If the market sites does not consistently have two or more Rhode Island FMNP authorized farmers in attendance with sufficient produce to meet demand, or*
  - b. *If the market sites serve a border community that straddles state lines (RI / CT or RI / MA), and there is reciprocal authorization for RI farmers to accept the neighboring state's FMNP food instruments at that site.*
2. Be located in a community with a WIC nutrition site and be easily accessible by WIC program participants.
3. Have a formal or informal organizational structure, including a name, sponsor, and designated manager. The sponsor may be an unincorporated association, a not-for-profit corporation, a cooperative corporation, a private cooperation, or a private individual.
4. Have a current set of printed rules and regulation which include, at a minimum, standards for farmer/vendor participation, conduct, and sale of eligible products, and provide for sanctions for violations of the standards by participants.
5. Have a fixed schedule of days and hours of operation with a minimum of one day per week and three hours per day for a minimum of three months during the local growing season.
6. Have a fixed site that will be available for the period of the market operations during the local growing season.
7. Have the capacity to supply a sufficient volume and variety of high-quality fresh fruits and vegetables to meet the needs of FMNP participants.
8. Have a minimum of 75% of the eligible farmers at the market willing to participate in the program.

9. Have the ability to obtain verification of the status of a participating farmer as a bona fide producer of agricultural products.
10. Sign a Market Contract with the Rhode Island Department of Health to administer the program in accordance with program guidelines for markets and farmers.

B: The Sponsor of a farmers market selected to participate in the WIC Farmers Market Nutrition Program (FMNP) must:

1. Sign an agreement with the Department of Health to administer the program at specified farmers markets. All copies of the Agreement must be signed and returned.
2. Identify farmers eligible to participate in the program.
  - a. *Eligible farmers are bona fide Rhode Island farmers, who individually sell fresh fruit, vegetables and fresh cooking herbs at the farmers market. Farmers from adjacent states (if in accordance with the by laws of the market) may be considered a bona fide FMNP farmer under the following circumstances:*
    - i. *If the market sites does not consistently have two or more Rhode Island FMNP authorized farmers in attendance with sufficient produce to meet demand, or*
    - ii. *If the market sites serve a border community that straddles state lines (RI / CT or RI / MA), and there is reciprocal authorization for RI farmers to accept the neighboring state's FMNP food instruments at that site.*
  - b. *Farmer's should provide documentation verifying their bona fide producer status, such as a signed "crop plan" listing crops intended to be grown and sold at the market.*
  - c. *If market rules permit a farmer to purchase locally grown produce for resale to supplement what he/she grows or intends to grow, such a farmer will be considered a bona fide farmer and eligible for FMNP authorization only if he/she grows or intends to grow at least 10% ( by volume) of the produce offered for sale at any time.*
3. Provide eligible farmers with program information and materials supplied by the Department, including the Rules and Procedures for Farmers, and the Farmer Participation Agreement form.
4. Authorize eligible farmers for the program by obtaining and forwarding signed Farmer Participation Agreements from each eligible farmer wishing to participate in the program. Signed Agreements must be obtained and copies forwarded to the Department before farmers can accept coupons and redeemed by the market sponsor.
5. Explain to authorized farmers the importance of compliance with program Rules and Procedures for Farmers, including the requirements that farmers:

- a. Accept "farm fresh" FMNP checks ONLY for the purchase of locally grown fresh fruits, farm fresh vegetables (including non-painted pumpkins), and fresh cooking herbs. (Checks may not be accepted for eggs, cheese, preserves, honey, maple syrup, baked goods, plants, flowers, gourds, painted pumpkins, or other products).

*Revised 12/03*

*"Local grown" means fresh fruits and vegetables, grown on RI farms. Fresh fruits and vegetables from adjacent states (if in accordance with the by laws of the market) may be considered "locally grown" if sold by a farmer from an adjacent state under the following circumstances:*

- i. If the market site does not consistently have two or more Rhode Island FMNP authorized farmers in attendance with sufficient produce to meet demand, or*
  - ii. If the market sites serve a border community that straddles state lines (RI / CT or RI / MA), and there is reciprocal authorization for RI farmers to accept the neighboring state's FMNP food instruments at that site.*
- b. Accept checks only at authorized farmers markets at which they have signed a Farmer Participation Agreement.
- c. NOT issue cash change to check recipients for purchases made exclusively with checks. If the amount of a purchase made with checks is less than \$5.00 or a multiple of \$5.00, farmers must add additional eligible products of the customer's choice to make up the difference.
- d. Accept only checks from check recipients only on or after "First Day To Use" printed on the check and on or before the printed "Last Day to Use".
- e. Post "We Accept WIC Farmers Market Checks" signs provided by the Department (or reproductions) at all times during market operations.
- f. Cancel each check on the front right side with the assigned numbered FMNP Cancellation Stamp.
- g. Ensure that all checks are redeemed by November 30 of the current year.
- h. Not discriminate against check recipients in price, quality, or service. Sell eligible products to check recipients at no more than the current price charged to other customers and offer check recipients the same courtesies as other customers.
- I. Not charge sales tax to check recipients in check transactions.

6. Assign each farmer signing a Farmer Agreement a unique Farmer Number from a list of numbers provided by the Department. Record the assigned Farmer Number on the Farmer Agreement on the Farmer Agreement form after the farmer has signed it.
7. Provide each participating farmer assigned a Farmer Number with correspondingly numbered FMNP Cancellation Stamp (supplied by the Department). Provide each participating farmer with **two** "We Accept WIC Farmers' Market Checks" signs supplied by the Department. Record the information on the Stamp Log.
8. Inform participating farmers that they will be monitored by the market and by the State for compliance with the program Rules and Procedures, and that monitoring will include undercover compliance buys conducted by State staff.
9. Explain to participating farmers that acceptance of checks for ineligible products, returning change to or cashing checks for recipients, redemption of checks on behalf of unauthorized vendors or non-farmer vendors (i.e. trafficking) or discriminating against check recipients in price, quality, or service are grounds for suspension or termination of participation in the check FMNP and the market, and could subject the violator to prosecution under applicable federal, state or local laws.
10. Monitor program operations on a regular basis to ensure that:
  - a. Only authorized farmers (bona fide growers of fresh fruits, vegetables, or fresh cooking herbs who have signed Farmer Agreements, accept and redeem checks.
  - b. Checks are accepted ONLY for the eligible products (i.e. fresh fruits, vegetables, and fresh cooking herbs).
  - c. No cash change is returned to check recipient for purchases made exclusively with checks, and when purchases made with checks are less than \$4.00 or an eligible products of the customer's choice to make up the difference.
  - d. Participating farmers post "We Accept Farmers' Market Checks" signs (or reproductions) at all times during market operations.
  - e. Participating farmers do not discriminate against check recipients in price, quality or service.
11. If the market includes non-farmer vendors or farmers selling exclusively ineligible products who have not been authorized to accept farmer's market checks ensure that these vendors and/or farmers DO NOT accept checks by:
  - a. Informing unauthorized non-farmer vendors and/or farmers that acceptance of checks will be grounds for suspension or termination from the market, and could subject them to prosecution under applicable federal, state or local laws.

- b. Informing unauthorized non-farmer vendors and/or farmers that they will be monitored by the sponsor and the Department for compliance with this policy. The monitoring will include compliance purchases.
  - c. Where appropriate, encouraging unauthorized non-farmer vendors to post "We do Not Accept RI Farmers Market Checks" signs.
12. If improper check acceptance is observed or suspected, report it immediately to the Department by means of the toll-free hotline 222-3940 (toll free), and assist the Department in any investigation.
13. If an authorized farmer has been identified as selling ineligible products, returning cash change for checks, redeeming checks from unauthorized farmers or non-farmer vendors, or discriminating against check recipients he/she will be notified in writing by the Department that a violation of program rules has recorded and will be required to provide an explanation by a specified date. A copy of the letter will be sent to the market sponsor. Upon its receipt the market must inform the farmer orally or in writing that the market is aware of the violations could result in termination from the program and the market.
14. If an authorized farmer is identified to have committed a second violation or a decision is made to terminate a farmer's participation in the program for the first violation, at the Department's direction the market sponsor is to inform the farmer that no checks other than those already collected may be redeemed. The Department will inform the farmer of this in writing and require that the farmer return his/her check cancellation stamps and "We Accept Farmers' Market Checks" signs to the market sponsor.
15. If an unauthorized farmer or non-farmer vendor is found to be accepting checks he/she will be notified of this in writing by the Department. A copy of the letter will be sent to the market sponsor. The market sponsor is to then notify the unauthorized farmer or vendor that further acceptance of checks will be grounds for suspension or termination of their participation in the market under the markets own rules and regulations. If further check acceptance occurs, the Department will expect the market sponsor to sanction the farmer or vendor through suspension or termination of participation in the market or by alternative means.
16. Immediate suspension or termination from the program may occur if:
- (1) A farmer does not respond to a first or second violation notice by the specified date;
  - (2) A farmer does not attend a required meeting;
  - (3) A farmer is found to be cashing (i.e. trafficking in) checks obtained from unauthorized sources;
  - (4) A farmer is found to be discriminating against check recipients in price, quality, or service. Farmers terminated for the program may be ineligible to participate in future years.
17. If a market is unable to perform any of the actions required under these guidelines or the

Market Agreement the market must inform the Department immediately in writing.

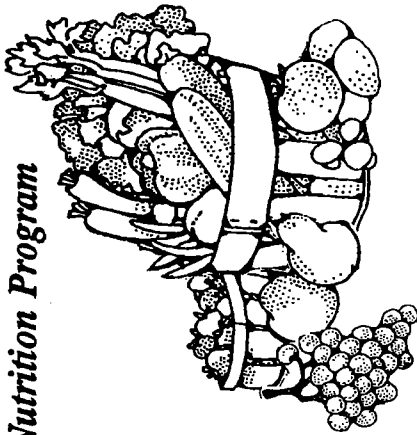
If a market is scheduled to close prior to October 31, the market sponsor must inform the Department and clearly post the closing date at the market site at least two weeks in advance.

18. Market sponsors must:
  - a. Accommodate additional farmers in the market, in accordance with market rules or practices, if space permits.
  - b. Accept training from the Department on the program's purposes, rules, and procedures including, if possible, in attendance at a program workshop.
  - c. Provide information on the market to Departments of Health and/or Environmental Management if requested.
  - d. Assist DOH and DEM staffs in resolving problems in relation to recipient use of the market and check redemption by farmers.
  - e. Assist check recipients, the general public, and the news media in understanding the program, using materials and information provided by the Department.
  - f. Refer inquiries concerning participation in the program to the WIC (222-3940 (toll free)) Program or DEM (222-2781).
  - g. Assist the Departments in evaluating the program's impact on farmers and check recipients and provide such information as the Departments may require for reports to the USDA Food and Nutrition Service.
  - h. Provide participating farmers with information prepared by the Department on authorization to accept USDA food stamps.
19. Any questions, problems, or complaints regarding the check program should be communicated to the Department via the toll-free hotline 222-3940 (toll free) or DEM. at 222-2781.
20. Market sponsors must provide suitable space in the market for nutrition education exhibits and demonstrations for check recipients by U.R.I. Cooperative Extension regarding the benefits of shopping at farmers markets and the selection and use of fresh fruits and vegetables. Where requested, market sponsors must also assist U.R.I. Cooperative Extension staff in soliciting farmer interest in serving as a nutrition education volunteer and in soliciting small donations of fresh produce from authorized farmers for use in the nutrition education exhibits and demonstrations.



**ATTACHMENT # 7: FMNP FARMER GUIDELINES AND PROCEDURES**

## Farmers' Market Nutrition Program



## Rhode Island WIC Program



## Guidelines and Procedures for FMNP Farmers

FMNP 11 rev. 12/03

RI Department of Health  
WIC Program

RI Department of Environmental Management  
Division of Agriculture and Marketing

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. If because of sex or handicap, contact the State Equal Opportunity Office, One Capitol Hill, Providence, RI 02908."

## How a Farmer Becomes Eligible to Participate in the F.M.N.P.

Bona Fide FMNP eligible farmers are:

- Farmers who are members of a farmer's market organization that has been authorized as an FMNP sponsor.

Revised 12 / 03

- Bona fide Rhode Island farmers, who individually sell FMNP eligible fresh fruit, vegetables and fresh cooking herbs at the farmers market. Farmers from adjacent states (if in accordance with the by laws of the market) may be considered a bona fide FMNP farmer under the following circumstances:

*Note: If the market sites does not consistently have two or more Rhode Island FMNP authorized farmers in attendance with sufficient produce to meet demand, or*

*If the market sites serve a border community that straddles state lines (RI / CT or RI / MA), and there is reciprocal authorization for RI farmers to accept the neighboring state's FMNP food instruments at that site.*

- *If market rules permit a farmer to purchase locally grown produce for resale to supplement what he/she grows or intends to grow, such a farmer will be considered a bona fide farmer and eligible for FMNP authorization only if he/she grows or intends to grow at least 10% (by volume) of the produce offered for sale at any time.*

## Rules and Procedures of the Program

### **Once authorized as an FMNP Farmer:**

Accept FMNP checks ONLY for the purchase of locally grown fresh fruits, farm fresh vegetables (including non-painted pumpkins), and fresh cooking herbs.

Accept checks only at authorized farmers markets at which they have signed a Farmer Participation Agreement.

DO NOT issue cash change to check recipients for purchases made exclusively with checks. If the amount of a purchase made with checks is less than \$5.00 or a multiple of \$5.00, farmers must add additional eligible products of the customer's choice to make up the difference.

Accept only checks from check recipients only on or after "First Day To Use" printed on the check and on or before the printed "Last Day to Use".

Post "We Accept WIC Farmers Market Checks" signs provided by the Department (or reproductions) at all times during market operations.

Cancel each check on the front right side with the assigned numbered FMNP Cancellation Stamp.

Ensure that all checks are redeemed by November 30 of the current year.

Not discriminate against check recipients in price, quality, or service.  
Sell eligible products to check recipients at no more than the current price charged to other customers and offer check recipients the same courtesies as other customers.

Not charge sales tax to check recipients in check transactions.

## Visibly Post Your RI FMNP Sign

Post your sign so WIC participants can easily identify you.

**The participants will present their checks to you after they select their produce.**

## Program Monitoring

Participating farmers will be monitored by the market and by the State for compliance with the program Rules and Procedures, and that monitoring will include undercover compliance buys conducted by State staff.

Acceptance of checks for ineligible products, returning change to or cashing checks for recipients, redemption of checks on behalf of unauthorized vendors or non-farmer vendors (i.e. trafficking) or discriminating against check recipients in price, quality, or service are grounds for suspension or termination of participation in the check FMNP and the market, and could subject the violator to prosecution under applicable federal, state or local laws.

If improper check acceptance is observed or suspected, report it immediately to the Department by means of the toll-free hotline 222-3940 (toll free), and assist the Department in any investigation.

**List of Allowed Fruits and Vegetables**

“Local grown” means fresh fruits and vegetables, grown on RI farms. Fresh fruits and vegetables from adjacent states (if in accordance with the by laws of the market) may be considered “locally grown” if sold by a farmer from an adjacent state under the following circumstances:

- If the market site does not consistently have two or more Rhode Island FMNP authorized farmers in attendance with sufficient produce to meet demand, or
- If the market sites serve a border community that straddles state lines (RI / CT or RI / MA), and there is reciprocal authorization for RI farmers to accept the neighboring state’s FMNP food instruments at that site.

If you have grown produce that does not appear on the list, or if you have a question as to the eligibility of an item, please call the Department of Agriculture at 222-2781.

Allowed Fresh Vegetables & Fresh Fruit		
Asparagus	Lettuce	Apples
Beans	Mushrooms	Blueberries
Beets	Okra	Blackberries
Broccoli	Onions	Cantaloupes
Brussels Sprouts	Parsnips	Cherries
Cabbage	Peas	Cranshaw Melon
Carrots	Peppers	Elderberries
Cauliflower	Potatoes	Gooseberries
Celery	Pumpkins	Grapes
Collard Greens	Radishes	Honeydew Melon
Corn	Rhubarb	Mulberries
Cucumbers	Rutabaga	Peaches
Endive	Scallions	Pears
Eggplant	Spinach	Plums
Garlic	Squash	Raspberries
Green Beans	Swiss Chard	Strawberries
Greens	Tomatoes	Watermelon
Fresh Herbs	Turnips	
Kale	Yams	
Leeks	Zucchini	

**Not Allowed Food Items**

Citrus and tropical fruits cannot be purchased with the Farmer’s Market Nutrition Program checks. These fruits are not grown in Rhode Island and other adjacent states.

Citrus & Tropical Fruits Not Allowed	Other Foods Not Allowed
Banana	Baked goods
Grapefruit	Cheese
Lemons	Cider
Limes	Dried herbs
Mangos	Eggs
Oranges	Flowers
Pineapples	Gourds
Tangerines	Honey
	Jams
	Nuts
	Painted pumpkins

**How to Accept a Farmers Market Nutrition Program Check**

Here is an example of an FMNP Check when first presented.

STATE OF RHODE ISLAND  
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM  
FOR WOMEN, INFANTS & CHILDREN (WIC)

14184013

AN AMOUNT OF  
76-1248  
Security State Bank  
Howard Lake, MN 55349  
Account # 919  
806207

CHECK NO. 05/01/03  
FIRST DAY TO USE

DATE 05/01/03  
LAST DAY TO USE

MAXIMUM VALUE XXXXX  
ID/31/03

ORIGINATOR SIGNER FOR PRICE CORRECTION ONLY  
PAY TO THE ORDER OF WIC vendor stamped here.

VOID APR 29 2003  
GOOD FOR FRESH  
FRUITS AND VEGETABLES  
ONLY AT FARMERS' MARKETS  
\*USE\*

\*\*\*\*\*  
\* FIVE DOLLARS \*\$5.00\*  
\*\*\*\*\*  
\* FARM FRESH CHECK \*  
\*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*

AMOUNT \*  
FOOD (NO SUBSTITUTIONS)  
PARTICIPANT ID: AFD-0733M  
MEM

THE PRICE WAS ENTERED BY VENDOR BEFORE SIGNING  
SIGNATURE

14184013 10919124825 806207

NEVER USE ANY OF THE CHECKS ISSUED TO STATE AND FEDERAL PERSONS

**Ask for the WIC Identification Folder**

Check the participant ID Number on the folder.  
Make sure it matches the ID Number on the check.

**Watch WIC Participant Sign the Check after Selecting Produce**

The signature should match the signature on the front of the WIC Folder (or one of the signatures if there are two).

Checks without signatures will be returned to you from the bank.  
Don't accept the check if it was previously signed

**Rhode Island  
WIC PROGRAM  
Identification Folder**  
Bring to WIC office and store  
If found please contact my WIC clinic at:

Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Payee Name: \_\_\_\_\_  
Alternate Shopper  
Name: \_\_\_\_\_  
Group Number: \_\_\_\_\_

Participant I.D. Number:  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

Payee Signature: \_\_\_\_\_  
Alternate Shopper  
Signature: \_\_\_\_\_

Caution: Match signature on WIC Check to one of these signatures.

**NOT VALID IF ALTERED**

**Use your FMNP vendor stamp**

Use your FMP stamp containing your Identifier vendor number. Stamp in the lower right hand box on the check. Only one market stamp will be ordered for each vendor. You can't duplicate it. You must get a different stamp from each market and use it only for checks at that site.

**Checks May be used Until October 31**

Farmer's Market Nutrition Program checks may be accepted between June 1 and October 31. Do not accept checks before June 1 or after October 31.

**Sell Only Authorized Fruits and Vegetables**

The WIC Program participants have been provided with a list of the authorized fruits and vegetables that may be purchased with Farmer's Market Nutrition Program checks. Sell only authorized products grown in Rhode Island and adjacent states.

**Do Not Charge Higher Prices**

You should offer the WIC participant the same courtesies that you offer to your other customers. Do not charge them higher prices for your fruits and vegetables than you charge other customers. It is your option, however, to charge a lower price.

**Amount of Purchase**

Each check is worth \$5.00. Do Not Give Change if the purchase is less than \$5.00.

Hint: If the purchase is less than \$5.00, for example \$4.50, add extra fruit or vegetable to make the purchase an even \$5.00.

**Deposit Checks at Your Bank As Soon As Possible**

Helps us keep track of money spent. Deposit your checks as soon as possible. Farmer's Market Nutrition Program checks must be deposited by November 30.

**For Problems, Questions or Suggestions**

Any problems, questions or suggestions that you may have regarding the market should be directed to the Department of Agriculture at 222-2781.

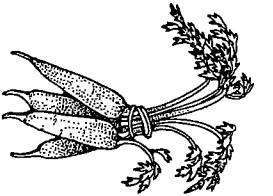
Any questions regarding the **WIC Farmer's Market Nutrition Program** should be directed to the FMNP Manager at **222-4642**.

**ATTACHMENT # 8: FMNP ALLOWED PRODUCE**

## Fruits and Vegetables Allowed

<u>Fruits</u>	<u>Vegetables</u>
Apples	Asparagus
Blueberries	Beans
Blackberries	Beets
Cantaloupe	Broccoli
Cherries	Brussels Sprouts
Elderberries	Cabbage
Gooseberries	Carrots
Grapes	Cauliflower
Melons	Celery
Mulberries	Collard Greens
Peaches	Corn
Pears	Cucumbers
Plums	Endive
Raspberries	Eggplant
Strawberries	Garlic
Watermelon	Green Beans
	Greens
	Fresh Herbs
	Kale
	Leeks
	Lettuce
	Mushrooms
	Okra
	Onions
	Parsnips
	Peppers
	Potatoes
	Pumpkins
	Radishes
	Rhubarb
	Rutabaga
	Scallions
	Spinach
	Squash
	Swiss Chard
	Tomatoes
	Turnips
	Yams
	Zucchini

**Reminder:** These fruits and vegetables are available at different times during the growing season. Depending on the growing season, the variety of produce at the markets will vary.

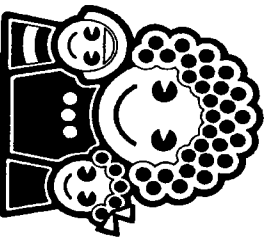


### Shopping Tips

Shop early in the day for the best choices.

Take a large, strong bag to carry the food you buy.

Walk around the market to see what is available before you buy. Check prices and quality of the fruits and vegetables.

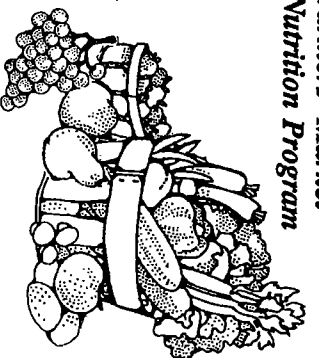


Rhode Island Department of Health  
Family Health Programs

In cooperation with:  
Rhode Island Department of Environmental  
Management - Division of Agriculture and Food  
Resource Marketing

Funded through:  
Food and Nutrition Services, U.S.D.A.  
State of Rhode Island  
4/2001 forms/fmnp.1

### Farmers' Market Nutrition Program



Rhode Island  
WIC  
Program



### How to Use your Farmers' Market Checks

Use your checks **only** at the farmers' markets listed on the back of this handout.

Take your WIC folder with you.

Go **only** to the farmers with the Farmers Market / WIC sign.

Use your checks to buy the fresh fruits and vegetables listed in this handout.

Sign your check at the farmer stand.

**No cash change can be given.** Try to match the cost of your food to the check amount.

Use your checks before October 31

<u>Not Allowed</u>
Baked Goods
Bananas
Cheese
Cider
Eggs
Flowers
Gourds
Grapefruit
Dried Herbs
Ham
Jams
Lemons
Limes
Mangoes
Nuts
Oranges
Painted Pumpkins
Pineapples
Tangerines



**ATTACHMENT # 9: FMNP MARKET SPONSOR AGREEMENT**

WIC FARMERS' MARKET NUTRITION PROGRAM  
SPONSOR (VENDOR) PARTICIPATION AGREEMENT



BETWEEN: RHODE ISLAND DEPARTMENT OF HEALTH  
WIC Program  
Three Capitol Hill - Room 303  
Providence, Rhode Island 02908-5097

AND:

RELATING TO: Sponsor (Vendor) Participation in the WIC Farmers' Market Nutrition Program (hereinafter FMNP).

ACCEPTED: Rhode Island Department of Health

\_\_\_\_\_  
Becky K. Bessette, Contract Officer

\_\_\_\_\_  
Date 2003

The undersigned represents that he/she is either the sole proprietor, partner, or official of the business having the authority to contract for and on behalf of the vendor identified herein and affirms that he/she has received and read the Farmers' Market Package and that all the information entered by Vendor in Appendix I, A, is complete and true, to the best of his/her knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

HEALTH/FMNP 8S 12 / 03

APPENDIX I

A. Specific Terms and Conditions

1. Owner's (s') or Corporate Name \_\_\_\_\_

Farmer's Market Addresses: \_\_\_\_\_

Street \_\_\_\_\_

City/Town \_\_\_\_\_

Telephone Number \_\_\_\_\_

Street \_\_\_\_\_

City/Town \_\_\_\_\_

Street \_\_\_\_\_

City/Town \_\_\_\_\_

2. Owner/partner/President Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Telephone No. \_\_\_\_\_

Manager

Name \_\_\_\_\_

Home Address \_\_\_\_\_

Home Telephone No. \_\_\_\_\_

3. Period of Performance Effective: 1 May, 2003

Terminating On: 31 December 2005

4. Contract Officer  
(For Department of Health)

Becky K. Bessette

Chief, WIC Program  
(Name)

- 5. Ownership Information

a. Type of ownership

Cooperative (Name) \_\_\_\_\_  
Partnership (Name) \_\_\_\_\_  
Corporation (Name) \_\_\_\_\_  
Franchise (Name) \_\_\_\_\_

b. If a corporation, list names and titles of executive officers.

President \_\_\_\_\_  
Vice President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_  
Other \_\_\_\_\_

If more than one market/outlet is authorized, check here

\_\_\_\_\_.

c. Are any of the persons listed above also owner, officer or manager of any other Rhode Island FMNP or WIC vendor or authorized FMNP Farmer? Yes\_\_ No

Of any other grocery or pharmacy? Yes \_\_ No

If yes, give details

d. Has there been a change of ownership or control in the past year? Yes\_\_ No  
If yes, give date

e. Is any change of ownership or control anticipated during the contract period? Yes  
No  
If yes, give details

- f. Do any of the persons listed above also operate any other non-FMNP authorized farm or farmers' market stands? Yes  No  If yes, give details

6. Special Conditions (Applicable on a national basis)

- a. The word Vendor, as used in this Agreement, means and includes the vendor specified in Appendix I A 1, above and any person, firm, corporation or entity having a controlling or partnership ( $\geq 20\%$ ) interest in, or managerial control of, said Vendor.
- b. Has the Vendor ever been, or is the Vendor presently, disqualified from participation in any Food and Nutrition Service (FNS) Program, such as Food Stamps, WIC or FMNP? Yes  No

Are there any charges pending against the Vendor for any violation of the rules or regulations of any FNS program? Yes  No

Has the Vendor ever received any notice of sanction, sentence, or disqualification for any violation of the rules or regulations of any FNS Program?  
Yes  No

Has the vendor ever been assessed a civil money penalty by any FNS Program?  
Yes  No

Is the Vendor, to your knowledge, being investigated for such violations? Yes  No

Has the Vendor ever received administrative or judicial review of any administrative or judicial action related to an FNS Program?  
Yes  No

If yes to any of the above questions, give details and dates of any such disqualification, sanction, sentence, civil money penalties investigation, or review:

- c. In entering into this Agreement, the Vendor certifies that it is not presently disqualified from participation in any Food and Nutrition Service (FNS) program,

such as Food Stamps, WIC, or FMNP nor is it currently under sentence or sanction such as a civil money penalty in lieu of disqualification, for any violation of the rules or regulations of any FNS program. This Agreement shall become null and void if the Vendor signing same is currently disqualified or under sentence or sanction for such violations.

- d. The Rhode Island Department of Health reserves the right to declare this Agreement null and void if it is determined that the Vendor has misrepresented or falsified any information contained in this Agreement or submitted in connection with being accepted or authorized for vendor participation in the FMNP Program, or if the Vendor committed violations of the rules and regulations of any FNS Program prior to the completion of this Agreement.
  - e. The Vendor certifies that neither vendor nor any of its principals have been debarred or suspended from participating from any transactions involving federal or state (any state) funds or other assistance with grantees and subgrantees of federal or state funds.
7. Food Stamp Program Number \_\_\_\_\_

## APPENDIX I

### B. General Terms and Conditions

#### Article 1 - Parties to the Agreement

This Agreement is made by and between the Rhode Island Department of Health (hereinafter RIDH), which has been authorized by the United States Department of Agriculture to administer the Farmers' Market Nutrition Program (hereinafter, FMNP or program) in Rhode Island, and the Vendor specified in Appendix I A 1 (hereinafter Vendor).

The parties also recognize the cooperative relationship among the RIDH, the Department of Environmental Management (DEM) and the Cooperative Extension Service (CES) for program development, implementation, operation and evaluation.

#### Article 2 - Definition of Vendor

"Vendor" is defined as an association of farmers (farmers' market) or authorized market agent, and/or the owner/manager thereof. The "Vendor" is also known as the "Sponsor". The Vendor must meet the requirements stated in the Rhode Island Department of Health WIC and FMNP Programs Plan of Operation and Administration and State Operations Manual.

#### Article 3 - Period of Performance

- (a) This Agreement shall be effective on the date as specified in Appendix I A 2 and unless renewed, or extended by the RIDH, shall expire on the termination date as specified in Appendix I A 2. It is understood and agreed by and between the parties that this Agreement covers participation by the Vendor for the period specified in Appendix I A 2.
- (b) Neither the RIDH nor the Vendor has an obligation to renew this Agreement. Renewal may particularly be withheld when the Vendor has failed to comply with the terms of this Agreement or with FMNP Program rules and regulations, or procedures; or when there is evidence of violations or sanctions of or from any FNS Program pertaining to the Vendor; or when the Vendor has engaged in dishonest, unfair or deceptive business practices, or when the vendor fails to meet any applicable vendor selection criteria.
- (c) The expiration of authorization of this contract is not subject to appeal.

#### Article 4 - Authority and Severability

The vendor agrees to abide by all State and Federal laws, rules, and regulations, and shall be

subject to the regulatory authority of the RIDH and DEM.

Nothing in this Agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this Agreement and any applicable State or Federal law, that State or Federal law will supersede the terms of this Agreement. In the event of conflict between State and Federal law, Federal law will govern.

The Vendor agrees to adhere to such requirements or obligations as may subsequently be imposed by statute or regulation or by the appropriate State or Federal authority.

If any provision of This Agreement, or of any rules, regulations, policies, procedures or directives made or issued thereunder, shall be held invalid by a court of competent jurisdiction, the remainder of the Agreement and any rules, regulations, policies, procedures or directives issued thereunder shall not be affected thereby.

#### Article 5 - Nontransferability

This Agreement and any FMNP Farmer Stamp assigned to any farmer authorized to participate at the location(s) stated in this Agreement is applicable solely to the location(s) and owner stated in this Agreement. This Agreement is nontransferable. This Agreement is null and void if the ownership or control of the farmer's market operating at the covered location(s) changes or the Vendor ceases operations at the stated location(s). The Vendor shall notify the RIDH in advance in writing, and return all Farmer Stamp(s) assigned to farmer(s) participating at the location(s) stated in this Agreement, in the event of any such change. In the event of change of location, this Agreement shall be null and void, unless it is amended by mutual written consent. The Vendor agrees not to accept or permit acceptance of FMNP checks at any location other than those specified in this Agreement for processing as checks accepted at the covered location(s). The Vendor shall also notify the RIDH in writing of any change in the business name. The Vendor agrees to ensure that farmers at the covered location(s) only affix the FMNP stamp assigned to a given location to FMNP checks accepted at that location.

#### Article 6 - Termination of Agreement

- (a) This Agreement may be terminated without cause upon thirty (30) days written notice by either party. In the event of termination by either party, any property procured under this Agreement will, at the option of RIDH, become its property. Notwithstanding the above, the Vendor will not be relieved of liability to RIDH for damages sustained by RIDH by virtue of any breach of this Agreement by the Vendor and RIDH may withhold payment to the Vendor for the purpose of setoff until such time as the exact amount of damages due to RIDH from the Vendor is determined. The above mentioned thirty (30) day written notice notwithstanding, RIDH expressly reserves the unilateral right to terminate this Agreement



effective immediately upon notice to the Vendor that the funding underlying the participation of RIDH has been limited or curtailed. Further, the Vendor agrees to hold RIDH harmless from any and all liability which may arise under this Agreement.

- (b) The Vendor agrees that continued participation in the FMNP Program is dependent upon the Vendor's active marketing of locally grown fresh fruits and vegetables and redemption of FMNP checks by farmers selling at the covered location(s). In the event that such marketing or redemption becomes reduced and/or insignificant, as defined by RIDH, RIDH reserves the right to review the Vendor's participation and to suspend or disqualify the Vendor from participation in the FMNP Program.
- (c) Notwithstanding provisions of this Agreement which require thirty (30) day notice of termination, RIDH reserves the right to terminate this Agreement immediately upon substantiation of violations of Program rules, regulations or terms of this Agreement.
- (d) With the exception of the above provision for immediate termination, either the RIDH or the Vendor may terminate this Agreement for cause after providing 15 days advance written notice.
- (e) The Vendor understands and agrees that violations of Program rules and procedures or the terms of this Agreement which demonstrate a management or company policy or pattern of operation or a failure of management by the owner or operator of the vendor which would indicate a high risk of vendor noncompliance by affiliated markets or market stands or market stands with substantial shared ownership (more than ten percent interest by any shared owner, or partner or shared management) may jeopardize the participation of other markets or market stands with the same owner(s), operator(s) or manager(s). Such violations shall be grounds for termination of the Agreement(s) or denial of participation of such other market(s).

#### Article 7 - Suspension or Disqualification

RIDH may suspend or disqualify the Vendor's participation for Program abuse or violations of Program rules, regulations and/or the terms of this Agreement, committed by Vendor or by farmers operating at the market(s), in accordance with the procedures set forth in Federal regulations and/or State procedures.

In the event that the Vendor is sanctioned for abuse or violations, the RIDH will notify USDA of such sanction.

#### Article 8 - Vendor Integrity

Any disqualification, sentence, civil money penalty or sanction existing or imposed on the Vendor for the violation of the rules of any other USDA program will be grounds for appropriate sanction.

Disqualification, removal or deletion from any USDA program, shall be grounds for termination of this Agreement. In the event Vendor receives a civil money penalty in lieu of disqualification, RIDH shall terminate this Agreement unless it determines that such termination is not in the interest of the effective and efficient administration of the Program.

If the Vendor is sanctioned by any local, state or federal authority for any violation of business or food delivery or government ethics laws, rules or regulations; or for violation of any law where the unlawful conduct of the vendor relates to the business, the operation thereof or the use of the business premises or poses a risk of harm to the health, safety or welfare of any FMNP enrollee, the Vendor shall be disqualified from FMNP for at least the term of the sanction or sentence from such other authority. Where no sanction term is set for such violation, the Program may review the Vendor's participation, and terminate such participation if the violation is such that the Vendor would no longer be a benefit to the Program.

If evidence exists that the Vendor has committed acts which may be detrimental or pose a risk of harm to the health, safety or welfare of any FMNP enrollee (e.g. Sale of alcoholic beverages in exchange for FMNP or WIC checks, illicit drug sale, presence of illicit drugs on premises, possession or use of dangerous weapons, threat of or committing physical violence against a customer or any FMNP Program or RIDH or DEM staff or official, etc.), or which compromises or attempts to compromise the ethical conduct of persons engaged in state business, the Vendor's participation in the Program may be suspended pending a hearing on the case, based upon the evidence.

The Vendor shall not knowingly participate, directly or indirectly, in any scheme or design developed to circumvent or violate Program rules, regulations or the terms of this Agreement.

The Vendor agrees to correct any violation or abuse of the Program to the satisfaction of the RIDH. The Vendor shall notify RIDH if any officer, owner, partner or manager, or the business, or any farmer participating at the covered location(s) is sanctioned in any manner as described above or convicted of any felony in any jurisdiction.

#### Article 9 - Hearing

In the event of suspension, disqualification, or termination of the Vendor's participation under this Agreement, or denial of application to participate, the Vendor may request an administrative appeal to present information on its behalf. An RIDH Hearing Officer in accordance with relevant provisions of Rhode Island General Laws, and applicable state and federal rules and regulations shall conduct said appeal.

### Article 10 - FMNP Checks

Vendor may not accept, process or deposit any FMNP check(s) except as provided for under a separate Farmer Participation Agreement with the RIDH. The Vendor agrees not to otherwise sell or transfer said checks.

RIDH, however, reserves the right to direct the Vendor orally or in writing, by any RIDH or DEM Program employee or agent, to surrender any FMNP checks in the Vendor's possession or control directly to RIDH or such employee or agent according to the time, place and manner determined by RIDH, or its agent as needed for the effective and efficient administration of the Program, vendor monitoring, claims recovery or check review.

### Article 11 - Allowable Costs

In executing this Agreement, the Vendor is serving as an independent contractor under a Federal contract between the Federal Government and RIDH. The Vendor specifically agrees to abide by all applicable Federal requirements for vendors and independent contractors receiving Federal funds, including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement.

### Article 12 - Payments

All payments are provisional pending final audit by appropriate State or Federal officials. The Vendor agrees to be liable for audit exceptions that may arise from examination of expenditures or redemptions claimed by the vendor.

### Article 13 - FMNP Farmer Stamp

- (a) RIDH shall furnish each authorized farmer at the covered location(s) with one (1) FMNP Farmer Stamp for each authorized location which shall contain the assigned market/farmer number and shall be used by said farmer(s) to validate FMNP Checks only from the farmer and location the stamp is assigned to. The FMNP Farmer Stamp shall remain the property of RIDH.
- (b) RIDH agrees to notify its bank that the farmer ('s/s') assigned number is valid in order that checks submitted by the farmer may be processed for payment. The Vendor agrees to ensure the use of any FMNP Farmer Stamp only for checks accepted by covered farmers during the period of performance stipulated in Appendix I A 3.
- (c) The Vendor agrees to ensure that farmers at the covered location(s) use the FMNP Farmer

Stamp in compliance with relevant provisions of this Agreement. No use of any stamp other than that referred to herein, will be permitted.

The Vendor agrees to notify RIDH immediately if any stamp is lost or stolen.

- (d) The Vendor agrees to surrender any FMNP Farmer Stamp to RIDH on demand, and shall deliver or arrange for delivery of the stamp to the RIDH office, at the Vendor's expense, in accordance with the instructions of RIDH. Notwithstanding any other provisions of this Agreement, refusal to surrender the FMNP Farmer Stamp will be grounds for immediate termination of this Agreement. The Vendor also agrees to so surrender all stamps assigned to this location upon termination of this Agreement, as instructed by RIDH.
- (e) Any duplication, sale, transfer or allowed use of the FMNP Farmer Stamp, or its assigned number, or any facsimile thereof by any party other than the market and farmer to whom the stamp and number are assigned shall be grounds for immediate termination of this Agreement.
- (f) The Vendor agrees that any use of any stamp or it's assigned number to process checks accepted at any location other than the Vendor location as specified in Appendix I A I shall be grounds for immediate termination of this Agreement.

#### Article 14 - Interest of Vendor

- (a) The Vendor covenants that it presently has no pecuniary interest and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Vendor further covenants that, in the performance of this Agreement, no person having any such interest will be employed.
- (b) The Vendor agrees that the Vendor, or any employee or whole or partial owner thereof, shall not perform as the authorized alternate shopper or proxy for any FMNP participant.
- (c) The Vendor is not owned, in whole or substantial part, or controlled by a State or local agency official employed in or administering the FMNP Program, in whose service area the Vendor is located.

#### Article 15 - Copyright

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Vendor.

#### Article 16 - Publicity

The Vendor shall give due credit to RIDH and appropriate Federal or State agencies. RIDH shall be credited on all media announcements, billboards, and materials produced or developed under the scope of this Agreement.

#### Article 17 - Civil Rights and Non Discrimination

- (a) The Vendor agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by the regulations of USDA (7 CFR Part. 15, et seq.); Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); all other applicable Federal and State Laws relating to equal employment opportunities; State Executive Order No. 19, dated 15 December 1977; and State Executive Order No. 80-9, dated 24 March 1980; and the WIC and FMNP State Plan of Operation and Administration.
- (b) The Vendor asserts that no person shall on the grounds of race, color, ancestry, national origin, religion, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken on behalf of this Agreement.

#### Article 18 - Federal Funding

Other conditions of this Agreement notwithstanding, it is understood and agreed by the Vendor that funds payable to the Vendor under this Agreement are derived from Federal sources. The master grant made to RIDH by the Federal Government governing activities under this Agreement is, therefore, made a part of this Agreement.

#### Article 19 - Modification of Agreement

The Vendor agrees to adhere to any and all such provisions, requirements or obligations as may subsequently be imposed by statute or regulation or by the appropriate State or Federal authority, and any such provision, requirement or obligation is made a part hereof as amendment(s).

This Agreement may also be amended by mutual written consent.

#### Article 20 - Penalties for Fraud or Abuse

A vendor who commits fraud or abuse of the program is liable to prosecution under applicable Federal, State or local laws.

#### Article 21 - Confidentiality

The vendor agrees not to disclose information about Program participants except to persons directly connected with the administration or enforcement of the Program.

## APPENDIX II

### Work Program Specifications

#### A. Functions and Responsibilities of the Vendor

##### Article 1 - Marketing Requirements

- (a) RIDH reserves the right for itself or DEM to review the inventory, marketing and pricing of FMNP foods stocked or for sale or sold by any authorized or applicant farmer at the covered location(s) to determine 1) the Vendor's and/or farmer('s/s') eligibility to participate in the FMNP Program and to enter into this Agreement or a Farmer Participation Agreement and 2) the continued participation of the Vendor or farmer in the FMNP Program.
- (b) The Vendor agrees that authorized farmers will provide the required FMNP foods as stipulated in Federal and State regulations and directives and maintain the inventory and marketing of FMNP foods for purchase by recipients in accordance with the most current FMNP inventory and marketing requirements in effect.

##### Article 2 - Training and Vendor Responsibility for Employees

- (a) The Vendor agrees that the Vendor, Vendor employees, staff and/or an authorized representative approved by the RIDH, shall participate in FMNP training programs, as directed by RIDH. A Vendor designated by RIDH as either high volume or high risk shall participate in additional training programs. Failure to participate in such training shall be grounds for termination of this Agreement.
- (b) The Vendor shall inform, train and monitor Vendor staff and authorized and applicant farmers on Program requirements and the Vendor shall be accountable for actions of any persons engaged in the redemption and processing of FMNP checks or provision of FMNP foods related to the covered location(s).
- (c) The Vendor shall designate a person on site at all times to cooperate, provide information, records, and FMNP checks and to participate in market monitoring related on site training.

##### Article 3 - Check Redemption Terms

The Vendor agrees that farmers conducting operations at the covered location(s) shall redeem and process FMNP checks only in accordance with the following terms:

- (a) The farmer shall not give change, cash or credit or rain check type privilege for FMNP checks;

nor shall the farmer exchange for cash or credit or rain check type privilege any items purchased with FMNP checks.

- (b) FMNP checks may not be accepted before the first day to use date printed on the face of the check. FMNP Checks may not be accepted after the last day to use date printed on the check.

All checks must be deposited on or after said first day to use date and prior to thirty (30) days from the date the check is received by the Vendor.

- (c) The farmer must honor any FMNP check for the value specified. The farmer may not provide less food than the value specified.
- (d) All recipients and authorized shoppers must be required to present a valid current WIC identification card or check folder. The farmer must only accept a FMNP check from the named recipient (payee) or alternate shopper as listed on the WIC identification card or check folder.
- (e) The farmer must not accept checks which have been signed before the presentation to the farmer, nor to alter a check in any way.
- (f) The recipient or alternate shopper shall be required to sign the FMNP Check in the presence of the farmer or the farmer's employee or agent and the farmer shall verify the validity of the signature.
- (g) FMNP Allowed Foods may only be exchanged for at least the same quantity of FMNP foods (ex. spoiled product). If it is the policy of the farmer to require a receipt for exchange of any purchases from the farmer, the farmer agrees to give the FMNP recipient a register receipt or other receipt on which food items purchased with FMNP Checks are clearly identified and to require presentation of said receipt for any attempted exchange. The receipt shall bear the date of purchase.

The Vendor shall ensure that food items from FMNP transactions are not accepted for return for cash, credit or other merchandise.

- (h) The farmer shall enter the FMNP authorization stamp in the block provided on the face of each FMNP Check before depositing checks for payment. The entry shall be legible in the judgement of the FMNP/WIC checking account bank.
- (I) The farmer shall not accept any FMNP Checks during any period of suspension or disqualification and/or after termination of this Agreement. RIDH may refuse to



honor or reimburse any FMNP Check accepted during any such period.

- (j) The Vendor understands and agrees that, in the event of the Vendor's suspension, disqualification or termination from the FMNP Program, or in the event that Federal funds are withdrawn or reduced, or if in the determination of RIDH it becomes necessary for the proper management of the FMNP Program, RIDH may require the Vendor's authorized farmer(s) to deposit any and all FMNP Checks in the farmer ('s/s') possession for payment within a five (5) day period. RIDH shall give written notification of such requirement to the Vendor and farmers).
- (k) The farmer shall make no alteration of a check which leads, or could lead, to an improper redemption, nor enter a signature in lieu of the recipient.
- (l) The Vendor and farmer shall notify RIDH of any irregularities in the use of FMNP checks by recipients.

#### Article 4 - Fiscal Terms

- (a) The farmer shall charge only for FMNP Foods received by the recipient.
- (b) The farmer shall not seek restitution from participants for FMNP food instruments not paid by the Rhode Island Department of Health or its fiscal contracted bank of issuance.
- (c) The farmer shall provide FMNP foods at the current price or at less than the current price charged to other customers. The farmer further agrees not to charge more than the "shelf" or "sale" price for the FMNP foods, whichever is less.
- (d) The farmer's charges for FMNP foods shall not be excessive, as compared with those charged by all other Rhode Island FMNP farmers.
- (e) The farmer agrees to refund to RIDH any amount determined by RIDH to be an improper charge with respect to the Program's rules, regulations, or operating procedures. The RIDH may deny payment to the farmer for improper food instruments or may demand refunds for payments already made on improper food instruments or may offset future payments to the farmer for the amount of the claim. The farmer shall submit any FMNP checks requested by the RIDH for prepayment review or adjustment for purposes of such offset.
- (f) The farmer shall reimburse the RIDH for all bank fees and charges and such other reasonable costs incurred by RIDH stemming from improper check redemption

- and/or deposit practice.
- (g) The farmer shall not knowingly accept or process a FMNP check from any party other than an authorized FMNP payee or alternate shopper entitled to the check, and who presents the check at a location specified in Appendix I A.
  - (h) The retail price charged to the general public and any lower price charged the FMNP Program must be displayed on each item or in a location in clear view of customers.
  - (I) The farmer shall not charge sales tax on FMNP check purchases.

#### Article 5 - General Provisions

- (a) The Vendor shall maintain full and complete records related to the vendor's participation in the FMNP Program. Such records shall include, but are not limited to, price, inventory, delivery, cost or payment related records for FMNP allowed foods and monthly and annual total food sales. Such records shall be retained for a minimum of three years following the date of submission of any FMNP check to which the records pertain. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three year period, the records shall be kept until all issues are resolved, or until the end of the regular three year period, whichever is later.
- (b) The Vendor shall provide to RIDH, DEM and Program officials access to any and all records described above. Inventory invoices must be maintained for all FMNP food purchases of FMNP foods not produced or grown by the authorized farmer(s) and include at a minimum the date of purchase, the seller, the farmer who made the purchase, the quantity and type of FMNP food purchased, and unit price.
- (c) The Vendor must make available to the FMNP Program any FMNP checks in its possession or control, and any information related thereto or authorize any bank in which the Vendor has deposited them to provide inspection and/or copying thereof.
- (d) The Vendor and farmer shall offer FMNP participants the same courtesies as offered to other customers.

#### Article 6 - Inspection

- (a) The Vendor agrees to cooperate with Program officials in all matters related to monitoring the Vendor's or farmer('s/s') compliance with Program rules or regulations or the terms of this Agreement or to Program vendor management activity.

- (b) The Vendor agrees to allow on-site inspections and monitoring at any and all times by RIDH personnel, its designate(s), DEM personnel and Federal officials and to provide access to any information, FMNP checks and records related to the vendor's participation in the FMNP Program and to permit the copying of any such records.
- (c) Neither the Vendor nor any employee, staff or agent shall misrepresent, falsify, or withhold any information, FMNP checks or records needed by the RIDH or DEM to assess, review, or monitor the Vendor's or farmer('s/s') participation or operations with respect to the FMNP Program.

#### Article 7 - Provisions for Farmers' Market

If the Vendor is a farmers' market organization the Vendor also agrees that the following provisions will apply, in addition to all other provisions of this Agreement:

- (a) To establish, and enforce a market/grower certification program to be implemented at all participating WIC farmers' markets according to procedures established by the RIDH.
- (b) Provide the State agency with a regularly-updated list of all farmers at the authorized market who accept FMNP coupons in exchange for their produce, and their effective dates of participation.
- (c) To collect and return all previous year's certification stamps to the RIDH.
- (d) To accept and comply with project procedures established by the RIDH and provide training to participating farm producers and their employees on such procedures.
- (e) To provide each certified farmer with a RIDH issued certification I.D. card and number and endorsement stamp and FMNP Farmer Participation Agreement.
- (f) Vendor agrees to inform the Department of Environmental Management (DEM) no later than December 31, of each of the types of raw fruits and vegetables predominantly selected by FMNP recipients; any change in the amount (or volume) of food purchased at the farmers' market(s) covered by this Agreement after the establishment of the FMNP; any change in the number of farmers participating in the farmers' market after the establishment of the FMNP; and assessment of the level of satisfaction with Program operations; and any recommendations for improvement, expansion an

**ATTACHMENT # 10: FMNP FARMER AGREEMENT**

Rhode Island Department of Environmental Management  
and  
Rhode Island Department of Health  
Farmer Participation Agreement and Crop Plan

I am a bona fide farmer who grows, harvests and markets fresh fruits and/or vegetables at the farmers market listed below. I understand the purposes of the Rhode Island Farmers Market Nutrition Program (FMNP) and wish to participate under the auspices of the farmers market sponsor which has contracted with the Department of Health to administer the program.

I have received and read the Farmers Market Nutrition Program "Farmers Training Manual" and agree to comply with program rules. I agree to be monitored by the market sponsor and the State of Rhode Island for my compliance. I agree to provide the market sponsor with evidence of my status as a bona fide farmer, such as a signed crop plan listing the fruits and vegetables I intend to grow and sell in exchange for Farmers Market Checks. I authorize the market sponsor and the State of Rhode Island to verify my bona fide status and/or crop plan by visiting my farm if needed.

I understand that violation of the Rules and Procedures for Farmers including (1) acceptance of FMNP Checks for any products other than locally grown fresh fruits and vegetables (and fresh cut cooking herbs), (2) returning cash change in FMNP check transactions, (3) redeeming FMNP checks on behalf of unauthorized farmers or vendors, or (4) discriminating against FMNP check customers in price, quality, or service, constitutes grounds for termination of my participation in the program.

1) Name \_\_\_\_\_ 2) Farm Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ Town \_\_\_\_\_ Zip \_\_\_\_\_

Farm Address \_\_\_\_\_ Town \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ (home) \_\_\_\_\_ (work) FAX \_\_\_\_\_

State Sales Tax # \_\_\_\_\_ FEIN or SSN \_\_\_\_\_

Required to process Application

Acres on Your Farm \_\_\_\_\_ Acres Leased \_\_\_\_\_ Total Acres Cultivated \_\_\_\_\_

Land Leased From (Owner's Name and Address): \_\_\_\_\_

(Attached Lease Agreement Required)

\*\*\*\*\*

Please list the specific Farmers' Market that you are applying for below.

\_\_\_\_\_ List other FMNP stamps you have \_\_\_\_\_

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

Farmer

Approved and Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Market Master

\*\*\*\*\*

RHODE ISLAND DEPARTMENT OF HEALTH WIC FMNP Program

Approved and Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Stamp Number Issued \_\_\_\_\_

\*\*\*\*\*

Original to State FMNP  Copy to DEM  Copy to Mkt. Master  Copy to Farmer

PLEASE ENTER THE NUMBER OF ACRES, TENTHS OF ACRES, ROWS/FEET, OR GREENHOUSE SQUARE FEET PRODUCED FOR EACH OF THE CROPS LISTED BELOW.

**FRUITS**

	# Trees	Acres	Rows/Ft.
Apples	_____	_____	_____
Apricots	_____	_____	_____
Cherries	_____	_____	_____
Nectarines	_____	_____	_____
Peaches	_____	_____	_____
Pears	_____	_____	_____
Plums	_____	_____	_____
	Acres	Tenths	Rows/Ft.
Blackberries	_____	_____	_____
Blueberries	_____	_____	_____
Currants	_____	_____	_____
Gooseberries	_____	_____	_____
Grapes	_____	_____	_____
Kiwi	_____	_____	_____
Raspberries	_____	_____	_____
Rhubarb	_____	_____	_____
Strawberries	_____	_____	_____
Melon	_____	_____	_____

**VEGETABLES/GREENS CONT.**

	Acres	Tenths	Rows/Ft.	Grnhse Sq. Ft.
Leeks	_____	_____	_____	_____
Lettuce	_____	_____	_____	_____
Mushrooms	_____	_____	_____	_____
Mustard	_____	_____	_____	_____
Okra	_____	_____	_____	_____
Onions	_____	_____	_____	_____
Parsnips	_____	_____	_____	_____
Peas	_____	_____	_____	_____
Peppers	_____	_____	_____	_____
Potatoes	_____	_____	_____	_____
Pumpkins	_____	_____	_____	_____
Radicchio	_____	_____	_____	_____
Radishes	_____	_____	_____	_____
Romaine	_____	_____	_____	_____
Rutabaga	_____	_____	_____	_____
Shallots	_____	_____	_____	_____
Spinach	_____	_____	_____	_____
Sprouts	_____	_____	_____	_____
Squash/summer	_____	_____	_____	_____
Squash/winter	_____	_____	_____	_____
Sweet Potatoes	_____	_____	_____	_____
Swiss Chard	_____	_____	_____	_____
Tomatillo	_____	_____	_____	_____
Tomatoes	_____	_____	_____	_____
Turnip	_____	_____	_____	_____
Other	_____	_____	_____	_____

**VEGETABLES/GREENS**

	Acres	Tenths	Rows/Ft.	Grnhse Sq. Ft.
Artichokes	_____	_____	_____	_____
Asparagus	_____	_____	_____	_____
Beans	_____	_____	_____	_____
Beets	_____	_____	_____	_____
Bok Choy	_____	_____	_____	_____
Broccoli	_____	_____	_____	_____
Broccoli Rabi	_____	_____	_____	_____
Brussels Sprts	_____	_____	_____	_____
Cabbage	_____	_____	_____	_____
Callaloo	_____	_____	_____	_____
Carrots	_____	_____	_____	_____
Cauliflower	_____	_____	_____	_____
Celery	_____	_____	_____	_____
Chicory	_____	_____	_____	_____
Collards	_____	_____	_____	_____
Corn	_____	_____	_____	_____
Cucumbers	_____	_____	_____	_____
Daikon	_____	_____	_____	_____
Eggplant	_____	_____	_____	_____
Escarole	_____	_____	_____	_____
Fiddlehead	_____	_____	_____	_____
Garlic	_____	_____	_____	_____
Horseradish	_____	_____	_____	_____
Kale	_____	_____	_____	_____
Kohlrabi	_____	_____	_____	_____

**HERBS**

	Acres	Tenths	Rows/Ft.	Grnhse Sq. Ft.
Arugula	_____	_____	_____	_____
Basil	_____	_____	_____	_____
Chives	_____	_____	_____	_____
Chervil	_____	_____	_____	_____
Cilantro	_____	_____	_____	_____
Dill	_____	_____	_____	_____
Lovage	_____	_____	_____	_____
Marjoram	_____	_____	_____	_____
Mint	_____	_____	_____	_____
Oregano	_____	_____	_____	_____
Parsley	_____	_____	_____	_____
Parsley	_____	_____	_____	_____
Rosemary	_____	_____	_____	_____
Sage	_____	_____	_____	_____
Savory	_____	_____	_____	_____
Sorrel	_____	_____	_____	_____
Tarragon	_____	_____	_____	_____
Thyme	_____	_____	_____	_____
Other	_____	_____	_____	_____

**ATTACHMENT # 11: FMNP COOPERATIVE AGREEMENT WITH DEM**

## COOPERATIVE AGREEMENT

This Cooperative Agreement is between:

State of Rhode Island and Department of Health 3 Capitol Hill Providence, RI 02908	State of Rhode Island Department of Environmental Management 235 Promenade Street Providence, RI 02908
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Purpose: WIC FARMERS MARKET NUTRITION PROGRAM

Term: JULY 1, 1998 - December 31, 2002

RELATING TO: Farmers Market participation in the WIC Farmers' Market Nutrition Program (hereinafter FMNP).

ACCEPTED: Rhode Island Department of Health

\_\_\_\_\_  
Patricia A. Nolan, MD Director of  
Health Date

ACCEPTED: Rhode Island Department of Environmental Management

Andrew H. McLeod, Director      Date



**Performance Specifications:**

This Cooperative Agreement is entered into by and among the Rhode Island Department of Health, (DOH), and the Rhode Island Department of Environmental Management (DEM) for the purpose of establishing the WIC Farmers Market Nutrition Program at one or more designated location(s) for eligible residents of the State. This includes the enrollment, authorization and monitoring of participating farmers for the purpose of provision of approved fruits and vegetables to authorized FMNP recipients, in exchange for fixed dollar value FMNP WIC AChecks".

In accordance with the Rhode Island General laws, Chapter 23-13, the DOH administers the WIC Farmers Market Nutrition Program and the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and is the designated State Agency for the programs under Section 17 of the Child Nutrition Act.

Under this Agreement, the DEM is authorized to participate in the FMNP as a Farmers Market Operator; to select, authorize and enter into FMNP Farmer Authorization Agreements, monitor farmer compliance with the terms of said Agreements and policies of the FMNP, and terminate said Agreements in accordance with FMNP policies established by DOH, and the policies of any DEM operated or sponsored Farmers Market.

Fiscal and program records pertaining to services provided pursuant to this Agreement shall be maintained by DEM in accessible form for three (3) years and shall be subject to monitoring, inspection, and audit by the DOH, the United States Department of Agriculture, and federal and state audit agencies.

To assure equitable and consistent policies applied to all Farmers Markets and farmers participating in the FMNP, DEM will adhere to the established rules and policies of the Rhode Island FMNP, which are attached hereto and made a part hereof, as Appendices I and II.

**Attachments: Appendices I and II**

APPENDICES I and II

Standard Rhode Island Farmers Market Operating Policies

APPENDIX I

A. Specific Terms and Conditions

1. OPERATOR: Department of Environmental Management

2. Farmer's Market Address (es): \_\_\_\_\_

Street \_\_\_\_\_

City/Town \_\_\_\_\_

Telephone Number \_\_\_\_\_

Market Manager Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

3. Period of Performance Effective: July 1, 1998  
Terminating On: 31 December 2002

4. FMNP Chief Becky K. Bessette  
(For Department of Health)

Chief, WIC Program

3 Capitol Hill, Room 303

Providence, RI 02908

222-4604

5. Operator Information

- a. If more than one Farmers Market is operated, check here  
. (List Market Number stamp range(s) \_\_\_\_\_ and list in 7, below.
- b. Are any of the persons listed above also officer or manager of any other Rhode Island FMNP or WIC farmers market, vendor or authorized FMNP Farmer? Yes  
No  
If yes, attach list.
- c. Is any change of location or termination of operations anticipated during the contract period? Yes\_\_ No  
  
If yes, give details
- d. Do any of the persons listed above also operate any other non-FMNP authorized farm or farmers' market stands? Yes \_\_ No \_\_  
  
If yes, list below.

6. Special Conditions

- a. The word DEM, as used in this Agreement, means and includes the Operator specified in Appendix I A 1, above and any person, agent or employee of DEM engaged in operations of the Farmers Market or of the FMNP.
- b. In entering into this Agreement, the DEM certifies that it is not presently disqualified from participation in any Food and Nutrition Service (FNS) program, such as Food Stamps, WIC, or FMNP nor is it currently under sentence or sanction such as a civil money penalty in lieu of disqualification, for any violation of the rules or regulations of any FNS program.
- c. The DEM certifies that neither DEM nor any of its principals have been debarred or suspended from participating from any transactions involving federal or state (any state) funds or other assistance with grantees and subgrantees of federal or state funds.

7. Other Authorized Farmers' Market Locations:

Farmer's Market Address (es): \_\_\_\_\_

Street \_\_\_\_\_

City/Town \_\_\_\_\_

Telephone Number \_\_\_\_\_

Market Manager Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

3. Period of Performance      Effective: June 1, 2000  
Terminating On: 31 December 2002

## APPENDIX I

### B. General Terms and Conditions

#### Article 1 - Parties to the Agreement

This Agreement is made by and between the Rhode Island Department of Health (hereinafter DOH), which has been authorized by the United States Department of Agriculture to administer the WIC Farmers' Market Nutrition Program (hereinafter, FMNP or program) in Rhode Island, and the Department of Environmental Management, (hereinafter Operator) which is the Operator of the Goddard Park Farmers Market (hereinafter Market).

The parties also recognize the cooperative relationship among the DOH, DEM, and the Cooperative Extension Service (CES) for program development, implementation, operation and evaluation.

#### Article 2 - Definition of Operator

"Operator" is defined as the Rhode Island Department of Environmental Management its subdivisions, the Goddard Park Farmers Market and any agent of DEM designated to participate in the operation or management of the Market. The Operator must meet the requirements stated in the Rhode Island Department of Health WIC and FMNP Programs Plan of Operation and Administration and State Operations Manual.

#### Article 3 - Period of Performance

- (a) This Agreement shall be effective on the date as specified in Appendix I A 2 and unless renewed, or extended by the DOH, shall expire on the termination date as specified in Appendix I A 2. It is understood and agreed by and between the parties that this Agreement covers participation by the DEM for the period specified in Appendix I A 2.
- (b) Neither the DOH nor the DEM has an obligation to renew this Agreement.
- (c) The expiration of authorization of this contract is not subject to appeal.

#### Article 4 - Authority and Severability

The DEM agrees to abide by all State and Federal laws, rules, and regulations.

Nothing in this Agreement is intended to be contrary to State or Federal laws. In the event of conflict between terms of this Agreement and any applicable State or Federal law, that State or Federal law will supersede the terms of this Agreement. In the event of conflict between State and Federal law, Federal law will govern.

The DEM agrees to adhere to such requirements or obligations as may subsequently be imposed

by statute or regulation or by the appropriate State or Federal authority.

If any provision of This Agreement, or of any rules, regulations, policies, procedures or directives made or issued thereunder, shall be held invalid by a court of competent jurisdiction, the remainder of the Agreement and any rules, regulations, policies, procedures or directives issued thereunder shall not be affected thereby.

#### Article 5 - Nontransferability

This Agreement and any FMNP Farmer Stamp assigned to any farmer authorized to participate at the location(s) stated in this Agreement is applicable solely to the location(s) and Operator stated in this Agreement. This Agreement is nontransferable. This Agreement is null and void if the ownership or control of the farmers' market operating at the covered location(s) changes or the DEM ceases operations at the stated location(s). The DEM shall notify the DOH in advance in writing, and return all Farmer Stamp(s) assigned to farmer(s) participating at the location(s) stated in this Agreement, in the event of any such change. In the event of change of location, this Agreement shall be null and void, unless it is amended by mutual written consent. The DEM agrees not to accept or permit acceptance of FMNP checks at any location other than those specified in this Agreement. The DEM shall also notify the DOH in writing of any change in the market name. The DEM agrees to ensure that farmers at the covered location(s) only affix the FMNP stamp assigned to a given location to FMNP checks accepted at that location.

#### Article 6 - Termination of Agreement

- (a) This Agreement may be terminated without cause upon thirty (30) days written notice by either party. In the event of termination by either party, any property procured under this Agreement will, at the option of DOH, become its property. Notwithstanding the above, the DEM will not be relieved of liability to DOH for damages sustained by DOH by virtue of any breach of this Agreement by the DEM and DOH may withhold payment to the DEM for the purpose of setoff until such time as the exact amount of damages due to DOH from the DEM is determined. The above mentioned thirty (30) day written notice notwithstanding, DOH expressly reserves the unilateral right to terminate this Agreement effective immediately upon notice to the DEM that the funding underlying the participation of DOH has been limited or curtailed. Further, the DEM agrees to hold DOH harmless from any and all liability, which may arise under this Agreement.
- (b) The DEM agrees that continued participation in the FMNP Program is dependent upon the DEM's active marketing of locally grown fresh fruits and vegetables and redemption of FMNP checks by farmers selling at the covered location(s). In the event that such marketing or redemption becomes reduced and/or insignificant, as defined by DOH, DOH reserves the right to review the DEM's participation.
- (c) Notwithstanding provisions of this Agreement which require thirty (30) day notice of termination, DOH reserves the right to terminate this Agreement immediately upon substantiation of violations of Program rules, regulations or terms of this Agreement.

- (d) With the exception of the above provision for immediate termination, either the DOH or the DEM may terminate this Agreement for cause after providing 15 days advance written notice.

#### Article 7 - Suspension or Disqualification

The DEM agrees to correct any deficiency or violation of the Program to the satisfaction of the DOH. The DEM shall notify DOH if any officer, manager, or employee participating in operation of the program or Market, or any farmer participating at the covered location(s) is sanctioned in any manner as described above or convicted of any felony in any jurisdiction.

#### Article 8 - FMNP Checks

DEM may not accept, process or deposit any FMNP check(s). The DEM agrees not to otherwise sell or transfer said checks.

#### Article 9 - Allowable Costs

In executing this Agreement, the DEM is serving as an independent contractor under a Federal contract between the Federal Government and DOH. The DEM specifically agrees to abide by all applicable Federal requirements for Farmers Markets and independent contractors receiving Federal funds, including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement.

#### Article 10 - FMNP Farmer Stamp

- (a) DOH shall furnish each authorized farmer at the covered location(s) with one (1) FMNP Farmer Stamp for each authorized location which shall contain the assigned market/farmer number and shall be used by said farmer(s) to validate FMNP Checks only from the farmer and location the stamp is assigned to. The FMNP Farmer Stamp shall remain the property of DOH.
- (b) DOH agrees to notify its bank that the farmer ('s/s') assigned number is valid in order that checks submitted by the farmer may be processed for payment. The DEM agrees to ensure the use of any FMNP Farmer Stamp only for checks accepted by covered farmers during the period of performance stipulated in Appendix I A 3.
- (c) The DEM agrees to ensure that farmers at the covered location(s) use the FMNP Farmer Stamp in compliance with relevant provisions of this Agreement. No use of any stamp other than that referred to herein, will be permitted.  
The DEM agrees to notify DOH immediately if any stamp is lost or stolen.
- (d) The DEM agrees to surrender any FMNP Farmer Stamp to DOH. The DEM also agrees to so surrender all stamps assigned to this location upon termination of this Agreement.

- (e) The DEM will not permit any duplication, sale, transfer or allowed use of the FMNP Farmer Stamp, or its assigned number, or any facsimile thereof by any party other than the market and farmer to whom the stamp and number are assigned.
- (f) The DEM will not permit any use of any stamp or its assigned number to process checks accepted at any location other than the DEM location as specified in Appendix I A I.

#### Article 11 - Interest of DEM

- (a) The DEM covenants that it presently has no pecuniary interest and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The DEM further covenants that, in the performance of this Agreement, no person having any such interest will be employed.
- (b) The DEM agrees that the DEM, or any employee or whole or partial owner thereof, shall not perform as the authorized alternate shopper or proxy for any FMNP participant.

#### Article 12 - Copyright

No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the DEM.

#### Article 13 - Publicity

The DEM shall give due credit to DOH and appropriate Federal or State agencies. DOH shall be credited on all media announcements, billboards, and materials produced or developed under the scope of this Agreement.

#### Article 14 - Civil Rights and Non Discrimination

- (a) The DEM agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended, and all requirements imposed by the regulations of USDA (7 CFR Part. 15, et seq.); Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); all other applicable Federal and State Laws relating to equal employment opportunities; State Executive Order No. 19, dated 15 December 1977; and State Executive Order No. 80-9, dated 24 March 1980; and the WIC and FMNP State Plan of Operation and Administration.
- (b) The DEM asserts that no person shall on the grounds of race, color, ancestry, national origin, religion, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken on behalf of this Agreement.

#### Article 15 - Federal Funding



Other conditions of this Agreement notwithstanding, it is understood and agreed by the DEM that funds payable to the DEM under this Agreement are derived from Federal sources. The master grant made to DOH by the Federal Government governing activities under this Agreement is, therefore, made a part of this Agreement.

Article 16 - Modification of Agreement

The DEM agrees to adhere to any and all such provisions, requirements or obligations as may subsequently be imposed by statute or regulation or by the appropriate State or Federal authority, and any such provision, requirement or obligation is made a part hereof as amendment(s).

This Agreement may also be amended by mutual written consent.

Article 17 - Penalties for Fraud or Abuse

A vendor who commits fraud or abuse of the program is liable to prosecution under applicable Federal, State or local laws.

Article 18 - Confidentiality

The DEM agrees not to disclose information about Program participants except to persons directly connected with the administration or enforcement of the Program.

## APPENDIX II

### Work Program Specifications

#### A. Functions and Responsibilities of the Operator

##### Article 1 - Marketing Requirements

- (a) DOH reserves the right for itself or DEM to review the inventory, marketing and pricing of FMNP foods stocked or for sale or sold by any authorized or applicant farmer at the covered location(s) to determine 1) the farmer ('s/s') eligibility to participate in the FMNP Program and to enter into a Farmer Participation Agreement and 2) the continued participation of the farmer.
- (b) The DEM agrees that authorized farmers will provide the required FMNP foods as stipulated in Federal and State regulations and directives and maintain the inventory and marketing of FMNP foods for purchase by recipients in accordance with the most current FMNP inventory and marketing requirements in effect.

##### Article 2 - Training and DEM Responsibility for Employees

- (a) The DEM agrees that the DEM, its employees, staff and/or an authorized representative approved by the DOH, shall participate in FMNP training programs.
- (b) The DEM shall inform, train and monitor DEM staff and authorized and applicant farmers on Program requirements.
- (c) The DEM shall designate a person on site at all times to cooperate, provide information, records, and FMNP checks and to participate in market monitoring related on site training.

##### Article 3 - General Provisions

- (a) The DEM shall maintain full and complete records related to the DEM's participation in the FMNP Program. Such records shall be retained for a minimum of three years following the grant year to which the records pertain. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three year period, the records shall be kept until all issues are resolved, or until the end of the regular three year period, whichever is later.
- (b) The DEM shall provide to DOH, DEM and Program officials access to any and all records described above.

##### Article 4 - Inspection

- (a) The DEM agrees to cooperate with Program officials in all matters related to monitoring the DEM's or farmer ('s/s') compliance with Program rules or regulations or the terms of this Agreement or to Program DEM management activity.
- (b) The DEM agrees to allow on-site inspections and monitoring at any and all times by DOH personnel, its designate(s), DEM personnel and Federal officials and to provide access to any information, FMNP checks and records related to the DEM's participation in the FMNP Program and to permit the copying of any such records.

#### Article 5 - Provisions for Farmers' Market

DEM also agrees:

- (a) To establish, and enforce a market/grower certification program to be implemented at all participating WIC farmers' markets according to procedures established by the DOH.
- (b) Provide the DOH with a regularly-updated list of all farmers at the authorized market who accept FMNP coupons in exchange for their produce, and their effective dates of participation.
- (c) To collect and return all previous year's certification stamps to the DOH.
- (d) To accept and comply with project procedures established by the DOH and provide training to participating farm producers and their employees on such procedures.
- (e) To provide each certified farmer with a DOH issued FMNP endorsement stamp and FMNP Farmer Participation Agreement.
- (f) DEM agrees to inform the DOH no later than December 31, of each of the types of raw fruits and vegetables predominantly selected by FMNP recipients; any change in the amount (or volume) of food purchased at the farmers' market(s) covered by this Agreement after the establishment of the FMNP; any change in the number of farmers participating in the farmers' market after the establishment of the FMNP; and assessment of the level of satisfaction with Program operations; and any recommendations for improvement, expansion and/or modifications.

## B. Functions and Responsibilities of the Farmers

### Article 1 - Check Redemption Terms For Farmers

The DEM agrees that farmers conducting operations at the covered location(s) shall redeem and process FMNP checks only in accordance with the following terms:

- (a) The farmer shall not give change, cash or credit or rain check type privilege for FMNP checks; nor shall the farmer exchange for cash or credit or rain check type privilege any items purchased with FMNP checks.
- (b) FMNP checks may not be accepted before the first day to use date printed on the face of the check. FMNP Checks may not be accepted after the last day to use date printed on the check.

All checks must be deposited on or after said first day to use date and prior to thirty (30) days from the date the check is received by the farmer.

- (c) The farmer must honor any FMNP check for the value specified. The farmer may not provide less food than the value specified.
- (d) All recipients and authorized shoppers must be required to present a valid current WIC identification card or check folder. The farmer must only accept a FMNP check from the named recipient (payee) or alternate shopper as listed on the WIC identification card or check folder.
- (e) The farmer must not accept checks, which have been signed before the presentation to the farmer, nor to alter a check in any way.
- (f) The recipient or alternate shopper shall be required to sign the FMNP Check in the presence of the farmer or the farmer's employee or agent and the farmer shall verify the validity of the signature.
- (g) FMNP Allowed Foods may only be exchanged for at least the same quantity of FMNP foods (ex. spoiled product). If it is the policy of the farmer to require a receipt for exchange of any purchases from the farmer, the farmer agrees to give the FMNP recipient a register receipt or other receipt on which food items purchased with FMNP Checks are clearly identified and to require presentation of said receipt for any attempted exchange. The receipt shall bear the date of purchase.

The DEM shall ensure that food items from FMNP transactions are not accepted for return for cash, credit or other merchandise.

- (h) The farmer shall enter the FMNP authorization stamp in the block provided on the face of each FMNP Check before depositing checks for payment. The entry shall be legible in the

judgement of the FMNP/WIC checking account bank.

- (i) The farmer shall not accept any FMNP Checks during any period of suspension or disqualification and/or after termination of this Agreement. DOH may refuse to honor or reimburse any FMNP Check accepted during any such period.
- (j) The DEM understands and agrees that, in the event of the DEM's termination from the FMNP Program, or in the event that Federal funds are withdrawn or reduced, or if in the determination of DOH it becomes necessary for the proper management of the FMNP Program, DOH may require the DEM's authorized farmer(s) to deposit any and all FMNP Checks in the farmer ('s/s') possession for payment within a five (5) day period. DOH shall give written notification of such requirement to the DEM and farmers.
- (k) The farmer shall make no alteration of a check, which leads, or could lead, to an improper redemption, nor enter a signature in lieu of the recipient.
- (l) The DEM and farmer shall notify DOH of any irregularities in the use of FMNP checks by recipients.
- (m) Farmers shall offer FMNP participants the same courtesies as offered to other customers.

#### Article 2 - Fiscal Terms For Farmers

- (a) The farmer shall charge only for FMNP Foods received by the recipient.
- (b) The farmer shall not seek restitution from participants for FMNP food instruments not paid by the Rhode Island Department of Health or its fiscal contracted bank of issuance.
- (c) The farmer shall provide FMNP foods at the current price or at less than the current price charged to other customers. The farmer further agrees not to charge more than the "shelf" or "sale" price for the FMNP foods, whichever is less.
- (d) The farmer's charges for FMNP foods shall not be excessive, as compared with those charged by all other Rhode Island FMNP farmers.
- (e) The farmer agrees to refund to DOH any amount determined by DOH to be an improper charge with respect to the Program's rules, regulations, or operating procedures. The DOH may deny payment to the farmer for improper food instruments or may demand refunds for payments already made on improper food instruments or may offset future payments to the farmer for the amount of the claim. The farmer shall submit any FMNP checks requested by the DOH for prepayment review or adjustment for purposes of such offset.
- (f) The farmer shall reimburse the DOH for all bank fees and charges and such other reasonable costs incurred by DOH stemming from improper check redemption and/or deposit practice.
- (g) The farmer shall not knowingly accept or process a FMNP check from any party other than

an authorized FMNP payee or alternate shopper entitled to the check, and who presents the check at a location specified in Appendix I A.

- (h) The retail price charged to the general public and any lower price charged the FMNP Program must be displayed on each item or in a location in clear view of customers.
- (i) The farmer shall not charge sales tax on FMNP check purchases.

## C. Functions and Responsibilities of DOH

### Article 1 - Policy

DOH shall provide DEM with information pertaining to farmer-related requirements, responsibilities, policies, procedures, and changes thereof.

### Article 2 - Technical Assistance

DOH shall, at its option, or upon request of the DEM as determined appropriate by DOH, send DOH staff to provide technical assistance to the DEM or farmer ('s/s').

### Article 3 - Fiscal Responsibility

DOH shall ensure that FMNP checks, properly completed by the farmer, will be processed for payment through the banking system; DOH shall validate the farmer's assigned number and FMNP Farmer Stamp.

### Article 4 - State - Federal Cooperation

In compliance with Federal and State laws and regulations, DOH shall make effort to ensure that the DEM complies with all FNS or Program rules, regulations and policies and DOH shall, upon discovery of irregularities or determination of abuse, notify appropriate State and Federal agencies of the facts, when DOH deems it appropriate.

**ATTACHMENT # 12: VENDOR EDUCATION AND TRAINING**



**V-3: VENDOR EDUCATION AND TRAINING****Goal**

To delineate education and training, both initial and ongoing, of vendors.

**Procedure**

- A. When a store applies for the WIC Program, a copy of the Allowed Foods List, Redemption Terms, Applicant Minimum Inventory and the "WIC's Guide to Retailers" pamphlet is distributed. This provides basic orientation to the rules and operations of the Program.
- B. Before a vendor is accepted, the vendor owner, or management official acceptable to HEALTH WIC PROGRAM, shall attend a vendor training at a time and place designated by HEALTH WIC PROGRAM. Such training shall usually be at the HEALTH WIC PROGRAM, although HEALTH WIC PROGRAM may designate another location.
- C. A vendor monitoring staff person will also visit the store to further explain the Program. This includes check redemption procedures, allowed foods, provisions of the Vendor Participation Agreement, and minimum inventory requirements.
- D. As the allowed foods list changes, or any other vendor related aspect of the Program changes, vendors shall be advised both in writing and during vendor monitoring visits.
- E. As determined by HEALTH WIC PROGRAM, vendors shall be required to attend training sessions at the HEALTH WIC Program Department. A vendor may request to be rescheduled up to two times for a particular session. Such request must be received during normal working hours on at least the day preceding a session. The Office of Supplemental Nutrition has the sole prerogative to grant or deny the request.
- F. Failure to attend a complete training session is grounds for termination, disqualification and/or other sanctions in accordance with the Vendor Agreement and Policy V-4.
- G. In their regular contacts with vendors, the monitors will provide additional training.
- 8/99 H. While investigating complaints or inquiries, or potential for risk, the monitors will educate vendors on an as needed basis.
- I. Written notices to vendors will be distributed as needed. These may include information about Program changes, procedural reminders, vendor sanctions, and education about WIC foods, nutrition, and HEALTH WIC Program. Vendors are required to maintain a file, book, or other readily accessible compilation of such notices.

**ATTACHMENT # 13: FMNP MONITORING**

**FMNP Farmer Monitoring 2003**

Name/Location of Market: \_\_\_\_\_

Farmer's Name: \_\_\_\_\_

FMNP Stamp Number: \_\_\_\_\_

Is farmer authorized by market manager? Yes \_\_\_\_\_ No \_\_\_\_\_

**Observations: Check YES OR NO**

Farmer's display a variety of fresh fruits and vegetables. YES \_\_\_ NO \_\_\_

Produce looks fresh and appealing. YES \_\_\_ NO \_\_\_

FMNP signs were displayed prominently. YES \_\_\_ NO \_\_\_

Prices were posted where customers were able to see them. YES \_\_\_ NO \_\_\_

**Transaction: Check YES or NO**

Asked for ID folder. YES \_\_\_ NO \_\_\_

Compared signature from folder to check. YES \_\_\_ NO \_\_\_

Allowed only authorized foods. YES \_\_\_ NO \_\_\_

Staff was helpful. YES \_\_\_ NO \_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Follow up provided: \_\_\_\_\_  
\_\_\_\_\_

Monitor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Farmer's Market Nutrition Program Market Review

Market - Site Name Location: \_\_\_\_\_

Date of visit: \_\_\_\_\_ Time \_\_\_\_\_

Name of Site Reviewer: \_\_\_\_\_

Number of Farmers present: \_\_\_\_\_

Name of Market Manager: \_\_\_\_\_

Is Manager present?  Yes  No

All Farmers in FMNP authorized by the Market Manager?  Yes  No

Check all that apply:

Comments:

- Farmers displayed a variety of fresh fruits and vegetables
- Produce looked fresh and appealing
- Market signs were displayed prominently
- Market signs were current
- Purchase was made
  
- Farmer followed proper procedure as per WIC guidelines
- Asked for ID folder
- Allowed unauthorized foods

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prices: (High/Low) Ranged from:

Produce that was available:

\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_  
\_\_\_\_\_/Lb. For \_\_\_\_\_

# WIC FMNP Sponsor Monitoring

(Form used by FMNP State Monitor to Monitor Non-Profit Market Sponsors with FMNP Agreements.)  
(Involves interviewing Market Manager at the FMNP site, and FMNP Authorized Farmers at the FMNP Site)

## Site Monitor's Market and Farmer Report

Market Name and Location: \_\_\_\_\_

Date of Visit: \_\_\_\_\_ Time of Visit: \_\_\_\_\_ Name of Site Monitor: \_\_\_\_\_

Number of FMNP Farmers on Hand: \_\_\_\_\_ Number of other Vendors: \_\_\_\_\_ Market Hours: \_\_\_\_\_

## Market Manager Interview Section

Name of Market Manager: \_\_\_\_\_

Is the Market Manager Present? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has market manager verified participation of all farmers in the WIC/FMP Program?  
Yes: \_\_\_\_\_ No: \_\_\_\_\_

Current membership/participation: \_\_\_\_\_ Total number of vendors (all types)  
Number with fresh produce  
Produce vendors expected on regular basis

### A. Sponsor/Manager Report:

1. How many farmers are currently authorized for this FMNP? # \_\_\_\_\_
2. Have Farmer Market Agreement (FMA) forms been sent to WIC?  Yes  No
3. Are additional authorizations expected?  Yes  No  
(Provide more FMA forms as needed)
4. Are FMA forms being completed for all farmers even if they are authorized at another market?  Yes  No

Comment \_\_\_\_\_

5. What evidence is used to determine bona fide farmer status?  
 Crop plans  Third party letters  
 Farm visits  Other (describe) \_\_\_\_\_
6. Have any farmer applicants for the FMNP been disapproved as ineligible?  Yes  No
7. How have farmers been trained regarding program guidelines?  
(such as including posting of laminated farmer sign, acceptance of checks only for eligible products, "no change" rule, and non-discrimination in price, quality, and service).  
 Distribution of printed FMNP guidelines  
 Individual explanation  
 Group meeting  
 Other (describe) \_\_\_\_\_
8. Have farmers new to the market received required "face-to-face" training in FMNP guidelines?  Yes  No

Comments: \_\_\_\_\_

9. Does market manager monitor farmer compliance with program guidelines?  Yes  No

Method: \_\_\_\_\_

10. Does market inform unauthorized farmers or non-farmer vendors not to accept checks?  Yes  No

Method: \_\_\_\_\_

11. Is the market seeking additional farmers?  Yes  No  
If yes, what products are needed? \_\_\_\_\_

12. Have there been any problems or complaints regarding the FMNP?  Yes  No

Explain: \_\_\_\_\_

13. Does the market suspect any violations of program guidelines?  Yes  No

Explain: \_\_\_\_\_

14. Are you in contact with the FMNP or DEM, Div. of Agriculture?  Yes  No

Is Extension doing nutrition education at the market?  Yes  No

If yes, how often? \_\_\_\_\_

15. Market sponsor/manager comments/questions regarding the FMNP:

**B. Farmers interviewed at market: (Min. 3 farmers, more if new market)**

1. Is farmer signed up for Program?

2. Would he/she like to?

3. Do you understand FMNP guidelines regarding eligible products, "no cash or change", and providing equal treatment to (not discriminating against) participants in price, quality and service?

4. Is the FMNP sign posted?

5. Are prices posted?

6. Are you experiencing any problems in transacting FMNP checks?

7. Do you have any comments or complaints about the program?

	<u>Name/Farm Name/Stamp No.</u>	<u>New?</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
1.	_____	_____							
2.	_____	_____							
3.	_____	_____							
4.	_____	_____							
5.	_____	_____							

7. Details on above comments or complaints: \_\_\_\_\_

(Inform farmers to call WIC at: 222-4642 regarding any observed violations of program guidelines, leave a message if no response).

C. Produce availability/prices

	\$ Range		Av. \$
APPLES	_____	CUCUMBERS	_____
BERRIES	_____	EGGPLANT	_____
CHERRIES	_____	GREENS	_____
GRAPES	_____	FRESH HERBS	_____
MELONS	_____	LETTUCE	_____
PEACHES	_____	ONIONS	_____
PEARS	_____	PEAS	_____
PLUMS	_____	PEPPERS	_____
BEANS	_____	POTATOES	_____
BEETS	_____	PUMPKINS	_____
BROCCOLI	_____	RADISHES	_____
BRUSSEL SPROUTS	_____	SPINACH	_____
CABBAGE	_____	SQUASH, SUMMER	_____
CARROTS	_____	SQUASH, WINTER	_____
CAULIFLOWER	_____	TOMATOES	_____
CELERY	_____	TURNIPS	_____
CORN	_____		

Do the market prices appear to be competitive with prices in stores in the vicinity of the market? Comments on produce

Quality / price / supply / diversity: \_\_\_\_\_

Suggestions/comments: \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

<b>Rhode Island WIC Program</b>
<b>Local WIC Agency Program Management Evaluation Format</b>
<b>Local WIC Site Coordinator's Questionnaire</b>

**Pre-review Information**

Please complete in advance of visit and submit to review team.

**Agency Identification**

Date \_\_\_\_\_

Official name and address of WIC Local Agency:

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Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Name and address of all sites of WIC related activities:

Name / Address	Telephone No.	Approximate Number of Participants	Hours
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Communities Served:

% of Caseload:

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**General**

Section 100 / Procedure Manual

Is a copy of the signed Agreement in the local agency? Where? Is it available to appropriate staff?

What are the basic provisions in this contract?

Where is the WIC Procedure Manual kept? What is the last revision added? Is it available to appropriate staff?

Where is the QWIC user manual kept? Is it available to appropriate staff?

What Beginning of Day (BOD) and End of Day (EOD) computer reports are retained? For how long? How are these reports used?

Where is the Nutrition Education Plan? When was it submitted? How is it used to deliver nutrition education to participants?

Who is your designated breastfeeding coordinator?

List any in-service training provided to WIC staff by your agency in the past year. Has this included any Civil Rights training?

Who trains new WIC staff at the local agency level? How do you determine if a new staff member has been adequately trained in all areas related to their job requirements?

On certification day, what is the average time a participant spends in the local WIC site (including check pick-up)?

If an appointment were requested today, when would it be scheduled?

Participant Category	If appointment is requested in person?	If appointment is requested by phone?	If person is <u>not</u> a patient at your health center/hospital
Transfer?			
Pregnant woman?			
Infant?			
Postpartum women?			
Breastfeeding women?			
Child?			
Migrant?			

What do you do if participants come early, late or miss certification appointments?

What is your "late policy" for WIC appointments?

How and when are participants instructed re: policy for rescheduling?

Under what circumstances do you refer applicants to other WIC sites instead of giving a certification appointment?

Is a walk-in allowed to wait for a missed appointment slot, or are they required to make an appointment and return?

How do you ensure employed persons and rural residents are accommodated by WIC services?

What was your last quarterly DNKA rate? Is it within the goal of your Nutrition Education Plan?

What efforts are made to minimize no-show rates, especially among high risk participants?

What translators are available for non-English speaking participants?

Language Spoken	Hours Translator Available	Position of Translator

Are WIC participants' appointments, particularly certification, recertification, and Nutrition Education, coordinated with health care? How?

Are there written agreements or administrative links with other medical providers? If yes, who?

**Eligibility and Enrollment**

Section 200 / Procedure Manual

List who is responsible for these WIC tasks.

WIC Task	CPA?	Clerk?	Med Tech?
Verification of address? of income? of residence?			
Sign Eligibility Form (WIC - 5)			
Explain Rights & Obligations For new applicant? For recertification? For transfer?			
Explain basic program information Supplemental program? ID folders & check use? WIC allowed foods? Sanctions for Program abuse? Reasons for termination?			
Completes Proxy form (WIC - 7c)			
Issue ID folder			
Issue WIC checks			
Signs check log			
Nutrition assessment			
Weights & measures			
Blood work			
Risk determination			
Food Package selection			
Sign Certification form (WIC 3b,c,d, e)			
Provide high risk follow-up			
Provide SNEC			
Change food package codes			
Enter risk codes on QWIC			
Complete Termination Form (WIC - 9a)			
Completes Reapplication Notice (WIC- 8)			
Take / Resolve complaints			

What documentation is accepted for:

- Residence?
- Identification?
- Income?

What programs will make an applicant "Adjunctively Eligible" for WIC?

Identify any staff or relative of staff on WIC. List names. How are their certifications and check issuance handled?

How does your agency provide services to the homeless or residents of shelters?

List shelters in your service area. Have you provided outreach to them in the past year?

How long is medical data valid for certification? What about lead screening results?

Does a participant have to be physically present for WIC certification/ recertification?

When is the participant informed of:

Topic	New Applicant	Recertification	Transfer
Participant Rights & Obligations statement (read by or to the participant)			
Failure to pick-up checks policy			
Supplemental nature of the WIC Program			
ID folder & check use			
WIS Allowed Foods			
Need to be recertified (if still eligible)			
Termination when no longer at nutritional risk			
Dual participation, abuses or violations of the Program			

How are participants informed of the value of health services?

When and how frequently is the Medical Referral Form given to WIC applicants / participants?

When and how are ID folders issued?

How is an infant of a WIC mother expedited? When is follow-up required?

Are all "preliminary infants" seen within the 6 week time-frame? What happens if they miss the appointment?

Does your scheduling ever prevent you from seeing "preliminary infants" within the 6 week time frame? If yes, what happens to client?

How frequently is blood work information required for infants, children, pregnant and postpartum women?

What procedures do you use to obtain blood work results from health care providers before screening at the WIC site? What % of applicants receive the blood work screening at the WIC site?

Are proxy forms updated at each recertification? Where are proxies kept?

### **Termination**

How much notice does a WIC participant receive when no longer eligible for the program?

What information / documentation is given to client when terminated?

What is the procedure if someone becomes ineligible during a certification period (ie, over income, stopped breastfeeding mid-cert., guilty of abuse etc.)?

Where is termination documentation kept for each client?

What procedures would be followed if violations or dual participation were suspected or discovered?

### **Transfers**

Where are VOC cards kept? Is this a locked area? If so, who has access to the keys?

Is VOC card issuance documented in the VOC log? Are all cards accounted for?

If a client transfers into your agency, do you have them sign the "Confidentiality" section of the eligibility form? Do they complete a new proxy form?

### **Warning and Sanctions**

If needed, do participants receive a counseling session explaining their violation of WIC rules and what the rules/regulations of the Program are?

Is the counseling session followed up with documentation? Where is this kept?

List those participants who have had sanctions imposed within the last year.

### **Food Delivery System**

Section 300 / Procedure Manual

Is identification required before checks are issued? What is accepted as identification?

If an unauthorized person comes in to pick up checks, what procedure do you follow?

Under what circumstances are checks prorated? When is proration override? Who approves override?

Who orders check stock? How is this done?

Who signs for check stock when it is delivered?

Who inventories check stock? How frequently is this done?

Are check inventory records maintained by personnel other than issuance personnel?

Are blank checks kept in a secure area? Describe. Is the area locked? If so, who has keys to the area?

What procedures are used when checks are reported lost or stolen?

Under what circumstances might lost or stolen checks be replaced?

If checks are not approved for replacement by State Agency, are referrals given to the participant? If yes, list referrals provided?

Have any voided checks been used by participants? If yes, discuss.

How long are check stubs retained?

How long are voided checks retained?

How are voided/returned checks stored (by week, month, etc)?

How long are signed check logs retained?

Are staff who are certifying clients also issuing checks? If yes, what procedures are in place to ensure integrity in issuing checks?

What are procedures for handling checks at satellite clinics, if applicable?

### MIS

When did you last "clean" passwords / logins from the QWIC system?

Do your employees change their passwords? How often?

Do you remove past employee passwords from QWIC system? How often?

Do you contact State WIC Office to have staff added / removed from the Network?

Does anyone else from your clinic (non-WIC employees) use QWIC computers? What for? Do they have access codes?

Are computers located in a secure area, which is locked during non-business hours? What other health center personnel has keys to the WIC area?

Are computers located where only staff and the participant can view the screen?

Is hardware functioning as expected? If problems with hardware, who is contacted for repairs?

**Outreach and Coordination**  
**Section 500 / Procedure Manual**

Is information on Food Stamps, AFDC, Medicaid and Child Support Enforcement given to each applicant?  
 When and how often?

List agencies, phone numbers and staff positions responsible for the following referrals.

<b>Referral Service:</b>	<b>Referred to:</b>	<b>Phone # of Agency Referred to:</b>	<b>Staff Position that makes referral:(CPA,clerk,med tech)</b>
Medicaid/Rite Care			
FIP			
Cooperative Extension (EFNEP)			
Family Planning			
Immunization			
Prenatal Care			
Well-Child Care			
Alcohol & Drug Abuse			
Smoking Cessation			
Child Abuse Counseling			
Homeless Shelter			
Emergency Food Shelters			
Child Support Enforcement Agencies			
Head Start			
Dental			
Social Services			
Mental Health			
Lead Screening			
Fuel Assistance			
Legal Services			



When a new client is registered at the agency is there a formal mechanism for referral to WIC? If yes, describe.

Are applicants who are not already on FIP referred to Rite Care/Medicaid?

How do you assure that referrals made are appropriate for participant's need?

What type of referral follow-up is done and how is it documented?

Are you familiar with the Traveler's Aid Book? If yes, how do you make use of it?

**Attach this years Outreach Plan and indicate what planned activities have been done so far this year.**

How do you attempt to reach pregnant women? Homeless individuals? Other high-risk or high-priority individuals?

How does the outreach plan include racial / ethnic considerations?

When and how does communication with participant's physician occur (result of WIC screenings, problems noted etc)?

How are reapplication, recertification, check pick-up and nutrition education coordinated with health care (if through same agency)?

### **Monitoring**

Section 700 / Monitoring

**Attach the latest quality assurance reviews done by the WIC Program (based on plan submitted in Nutrition Education Plan).**

### **Civil Rights / Appeal**

Section 800 / Procedure Manual

How is an applicant's racial/ethnic category determined (visual, self ID, other)?

Does the agency WIC staff reflect the minority make-up of the WIC population? What efforts are made to achieve this?

Is there any local agency training conducted for staff in nondiscrimination principles, rules and procedures?

Is information about Program availability being provided to organization serving neighborhood and/or minority groups?

Is the non-discrimination statement being included on all printed material identified as WIC, developed by the local agency and available to the public?

Do participants mention any unequal treatment by food vendors? If yes, describe. Has this been reported to the State?

Are any of the local WIC site staff bilingual? What languages?

What arrangements are made for translated materials and translators when needed?

Have any complaints of civil rights violations been filed against the agency since the last monitoring?

What procedure would you follow if you received a civil rights complaint?

Are there any policies or practices that limit or deny participation or employment because of handicap?

Are there any policies or practices that result in unequal treatment or access in participation or employment because of handicap?

Is the facility accessible to the handicapped? If not, what are alternative means of access to the Program?

How would Program information be provided for the hearing impaired? Visually impaired?

**Fair Hearing**

Are all who request benefits advised of their right to a fair hearing? If yes, how is this done?

Are person found ineligible at application advised in writing of the reason? If yes, how?

When are Fair Hearing Information forms provided? When are Fair Hearing Request forms provided?

What steps do you take when a participant request a fair hearing?

Does the agency inform participants who request a Fair Hearing about format, procedures and their responsibilities?

Does the agency inform applicants and participants that free legal services are available to them?

# RHODE ISLAND WIC PROGRAM MANAGEMENT EVALUATION

## Local WIC Agency Chart Review for Application, Eligibility, Nutrition Assessment and Intervention

### INTAKE/DEMOGRAPHICS AUDIT

### COMMENTS

<b>Review Date</b>	
<b>WIC Site</b>	
<b>Reviewer Name</b>	

<b>Participant Name</b>	
<b>DOB</b>	
<b>ID Number</b>	
<b>Participant Category</b>	P B N I F C
<b>Priority</b>	
<b>Appointment Date</b>	
<b>Payee Name</b>	
<b>CPA</b>	
<b>Census</b>	

<b>Reapplication Complete?</b>	Y/N
<b>Proxy Complete?</b>	Y/N
<b>Income Amount?</b>	Y/N
<b>Frequency?</b>	Y/N
<b>Source?</b>	Y/N
<b>HH Size?</b>	Y/N
<b>Address Proof?</b>	Y/N
<b>ID Proof?</b>	Y/N
<b>Applicant Signature?</b>	Y/N
<b>Staff Signature?</b>	Y/N

# RHODE ISLAND WIC PROGRAM MANAGEMENT EVALUATION

## Local WIC Agency Chart Review for Application, Eligibility, Nutrition Assessment and Intervention

### NUTRITION AUDIT

### COMMENTS

<b>Review Date</b>	
<b>WIC Site</b>	
<b>Reviewer Name</b>	

<b>Growth Chart?</b>	Y / N / NA
<b>PN Weight Gain Grid?</b>	Y / N / NA
<b>Risk Match QWIC?</b>	Y / N
<b>BW Match QWIC?</b>	Y / N
<b>Anemia Screen</b>	Blood Draw Date: Date Recorded:
<b>Nutrition Hx</b>	24 <sup>o</sup> Recall & FFQ Y / N / IC
<b>Risk Selection</b>	Complete / Incomplete
<b>Food Package Assigned?</b>	Y / N
<b>Food Package Appropriate?</b>	Y / N
<b>DNKA's Noted?</b>	Y / N
<b>Anthropometrics Match QWIC?</b>	Y / N
<b>MRF/Pregnancy Proof?</b>	Y / N
<b>Plan Appropriate?</b>	SNEC / HRCP: Y / N Midcertification: Y / N Recertification: Y / N
<b>Services Provided</b>	SNEC / HRCP: Y / N Midcertification: Y / N Recertification: Y / N

**Secondary Nutrition Education Contact (SNEC)  
Observation Form**

Site: \_\_\_\_\_ Date: \_\_\_\_\_ Observer: \_\_\_\_\_

<b>Participant ID #</b>	<b>Staff Init.</b>	<b>Topic Provided</b>	<b>Topic Planned</b>	<b>Staff trained Y/N</b>	<b>Discussion Y/N</b>	<b>Comments</b>

## WIC Participant Survey

Local WIC Agency:

Date:

Interviewer:

1. How did you first hear about WIC?
2. Did you receive WIC during your pregnancy? If yes, how many months pregnant were you?
3. How long did you have to wait to get on WIC?
4. What made you eligible for WIC?
5. Were you ever denied WIC or terminated from the Program? If yes, why?
6. Why does your child have an appointment with WIC every 6 months?
7. Have you gotten information on healthier eating from WIC?
8. Do you know that WIC is a supplemental food program? Only provides special nutritious foods?
9. What happens if you:      Don't pick up your WIC checks for 2 months?  
   Show up late for a WIC appointment?
10. Were you told:      How long you'd be on WIC?      How long?  
                                 If taken off WIC, you'd get 15 days notice?  
                                 Your WIC records are confidential?  
                                 About other helpful programs?  
                                 WIC services will be polite and helpful?      Are they?  
                                 This program is an equal opportunity program and does not discriminate?
11. Do you believe that WIC is an equal opportunity program, and doesn't discriminate?
12. Why do you come to this office? Do you know that you can go to other WIC offices?
13. How would you rate WIC?      Poor      Fair      Good      Excellent
14. Do you like the WIC services/staff here? Why?
15. Would you like to make any changes in WIC? If yes, what?
16. Do you like the hours here?

<b>Rhode Island WIC Program</b>
<b>Local WIC Agency Management Evaluation</b>
<b>Clinic Observations</b>

Agency:

Date of Observations:

Name of Observer(s):

**General**

(Section 100 / Procedure Manual)

Does staff know where Procedure Manual and Computer section to Procedure Manual is?

Is the Procedure Manual available? Is it up to date?

Is the Nutrition Education Plan available to staff?

What computer print outs (BOD and EOD) are retained? For how long?

Who reviews BOD reports for dual participation? Review a weeks worth of dual participation reports (comment on reverse side of this form). Where cases resolved and documented in the QWIC system? Were questionable cases forwarded to state agency?

Clinic environment presents positive nutrition messages and provides a pleasant environment that is participant-oriented?

Clinic environment supports breastfeeding promotion?

Are clinic hours posted in WIC office?

Does the clinic have some type of tracking system in place to help select participants for canceled and extended hour appointments according to their priority?



Rhode Island WIC Program
Local WIC Agency Management Evaluation
Interview: Nutritionist / CPA

Name of Nutritionist / CPA:

Name of Interviewer:

Date of Interview:

1. Who explains the objective and purpose of the WIC program to new participants?
2. Who explains to clients their nutritional risks for eligibility?
3. Who delivers subsequent nutrition education for: high risk participants? SNEC's?
4. How is nutrition education conducted (individual, group, verbal, written materials)?
5. Is a VCR or other audio-visual equipment available and used for WIC nutrition education?
6. Are WIC checks provided to participants who refuse nutrition education?
7. How often does an infant receive nutrition education contacts?
8. How do you ensure that a 5-7 month old infant receives it's mid-certification follow-up appointment? What takes place during this appointment?
9. How may clients are scheduled per hour for the nutritionist?
10. Describe the training of staff who deliver nutrition education?
11. How do you ensure that all pregnant women receive breastfeeding information prior to delivery?

**CHECKLIST FOR MANAGEMENT EVALUATION**

**SITE:**

**M.E. DATE:**

<b>ITEM</b>	<b>FORM</b>	<b>DONE</b>	<b>TO DO</b>	<b>COMMENTS</b>
<b>1. RECORDS REVIEW</b>				
wicme.5 ACTIVE				
wicme.6 TERMINATED				
wicme.3 ALT. SHOPPER/PROXY				
wicme.4 SPECIALTY FORMULA				
<b>3. CPA Interview wicme.7</b>				
<b>4. COORDINATOR'S QUESTIONNAIRE wicme.1b</b>				
<b>5. CLINIC OBSERVATIONS wicme.2</b>				
HEIGHTS/LENGTHS				
OUTREACH/COORDINATION				
CIVIL RIGHTS/FAIR HEARING				
MONITORING				
COUNSEL EVAL.GUIDE: INDIV.				
<b>6. MIS≡ SECTION wicme.9</b>				
<b>7. INTERVIEWS (Parent Consultants) wicme.8</b>				

R.I. Management Evaluation Format

Local WIC Agency Record Review Worksheet - Notification of Ineligibility and / or Termination

Local Agency

Date of Review

Name of Reviewer

Participant Name ID #	DOB	PBN IFC	Planned Term Date	Actual Term Code	Denial/Term Notice correct? 15 day notice?	Reapp Notice?	Progress note complete?	OK?

**Termination codes**  
(should have reappl.notice WIC-8):  
(should have denial/term.notice WIC-9A):

- 08 not certified (-+ progress note)
- 01 not RI resident
- 02 over income
- 03 over 5 years old
- 04 6 months postpartum, not BF
- 05 1 year, BF
- 06 no risk factor
- 07 lack of funds
- 08 error
- 10 transferred out of state
- 11 transferred within state
- 12 transferred within local program
- 13 voluntary withdrawal
- 16 disqualification

### R.I. Management Evaluation Local Agency Management Evaluation Review of Alternate Shoppers, Check Pick-up and Segregation of Duties

Local WIC Agency:

Date of Review:

Reviewer:

Staff Initials (Check Log)	MIS User ID for checks issued	Check Log Date	Participant Name/ ID Number	Part. Code	Payee Name/ Alternate Shopper Name	Check Log Signed By	Record Status	Proxy Form? Last update?	SOD OK?

**R.I. WIC Management Evaluation**  
**Local WIC Agency Management Evaluation**  
**Review of WIC Special Formula Use**

Local Agency:

Reviewed by:

Date of Review:

Participant Name	ID Number	Current Physician's Order /WIC Form Y/N	Valid Medical Reason Y/N	Type of Formula	CPA Review	Length of Issuance

Management Evaluation - wicme.4

RIDH 5/96

**ATTACHMENT # 14: FMNP SAMPLE CHECK**



STATE OF RHODE ISLAND  
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM  
for WOMEN, INFANTS & CHILDREN (WIC)

14184013



An Affiliate of  
Security State Bank  
Howard Lake, MN 55349

75-1248  
919

Account #  
806207

400	400-07538	MOM	PARTICIPANT	CHECK NO. 14184013	FIRST DAY TO USE 05/01/03
CLINIC ID	PARTICIPANT ID	PAYEE NAME		MAXIMUM VALUE	LAST DAY TO USE
AMOUNT	FOOD (NO SUBSTITUTIONS)	YZZ1-1		XXXXX	10/31/03
	*** FARM FRESH CHECK ****	WIC			
	*****	JΣ=Q=ΣJ			
*VALUE*	* -FIVE DOLLARS**\$5.00- *				
	*****				
**USE**	GOOD FOR FRESH FRUITS AND VEGETABLES *ONLY AT FARMERS' MARKETS				
<b>X</b>		<b>VOID APR 29 2003</b>		ACTUAL PURCHASE PRICE \$5.00	
SIGNATURE		THE PRICE WAS ENTERED BY VENDOR BEFORE I SIGNED		ORIGINAL SIGNER FOR PRICE CORRECTION ONLY PAY the RI authorized WIC vendor stamped here.	
				<b>VENDOR MUST DEPOSIT WITHIN 30 DAYS OF LAST DAY TO USE</b>	

IMPROPER USE OF THIS CHECK IS SUBJECT TO STATE AND FEDERAL PROSECUTION

⑈ 14184013 ⑆ 09191248 2 ⑆ 806207 ⑆

**ATTACHMENT # 15: CIVIL RIGHTS AND FAIR HEARING PROCESS**



**SECTION 800**

**CIVIL RIGHTS AND APPEAL PROCEDURES**

**(Goals - VIII, Operations - 8)**

**SECTION 800**

**CIVIL RIGHTS AND APPEAL PROCEDURES**

**(Goals - VIII, Operations - 8)**

**810 - Civil Rights**

Local agency staff play key front line roles in ensuring the absence of discriminatory attitudes and practices in WIC. In compliance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, USDA Regulations 7 CFR 15, and Regulations for the Special Supplemental Food Program for Women, Infants and Children, the Governor's Executive Orders and the Department of Health's Affirmative Action Plan, discrimination in the Rhode Island WIC Program is prohibited.

811 Local Agency Practices

- A. The local WIC agency must ensure that no person shall, on the grounds of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under the WIC Program.
- B. If there are physical barriers to the handicapped, the local agency should identify reasonable alternative means of access, alternative means for certification off-site, or referral to the nearest accessible facility.
- C. Program information and guidelines should be made available to the public, especially applicants, participants, grassroots organizations, and minority groups.
- D. The local agency must inform Program applicants and participants of the procedure for filing discrimination complaints (see Complaints below), and rights and responsibilities of participants and applicants.
- E. The local agency must ensure that for those participants who are non-English speaking and limited English speaking, there is required Program information, other than certification forms, provided in the appropriate language, either orally or in writing. Also, all rights and responsibilities on the application form are read to the applicant in the appropriate language. Volunteer interpreters can be used instead of bilingual staff members. There must, however, be assurances of the reliability and availability, when needed, of the volunteers.

As appropriate, local agencies may request Spanish language versions of the WIC Power Point Orientation-Outreach presentation.

- F. The local agency should be aware of, and utilize resources for providing Program information to the visually and hearing impaired.
- G. Public Notification Materials - The local agency must display in a prominent place the poster "...and justice for all."

Rev. 5/00 as required by FNS Memo 2000-4 "Nondiscrimination Statement for WIC Materials"

- H. All Program materials for public information developed or distributed by the local agency must include the statement:

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.*

*To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. For sex or handicap complaints, contact the State Equal Opportunity Office, One Capitol Hill, Providence, RI 02908."*

If the material is too small to permit the full statement to be included, the material will, at a minimum, include the statement, in print size no smaller than the text, that *"This institution is an equal opportunity provider."*

The statement should also be included on all notices that serve as notice of condition to continued eligibility and convey the intent of fairness in the processing of the action. The statement should be in a prominent place and in bold type print, if possible.

- I. Local Agency Training - The local agency must provide specific training to employees in the principles of nondiscrimination, and agency and WIC civil rights policies, in order to assure absence of obvious or subtle discriminatory practices. Such training shall be provided through orientation for new employees, and, where no specific training has been provided, through in-service training to present employees.

Local agency staff must attend any civil rights training provided by, or under the auspices of,

the state agency or the USDA.

- J. Data Reporting - Racial/Ethnic data needed by FNS or the state agency to evaluate participation ratios must be collected and forwarded as required.
- K. The local agency must assist the regular compliance review process and cooperate in any special compliance reviews. Findings and recommendations of the compliance review must be responded to and implemented as appropriate.
- L. Information regarding vendor practices which might be discriminatory should be forwarded to the state agency via the most expeditious route. The first contact would usually be the state liaison.

812 Complaints

- A. Any complaints of discrimination received by the state or local agency must be forwarded immediately.
  - 1. Right to File - Any person alleging discrimination based on race, color, national origin, age, sex, or handicap has a right to file a complaint within 180 days of the alleged discriminatory action.
  - 2. Forwarding Complaints - All complaints, written or verbal, based on race, color, national origin or age shall be accepted and forwarded to:

USDA  
Director, Office of Civil Rights  
Room 326-W  
Whitten Building  
1400 Independence Avenue, SW  
Washington, DC 20250-9410

A copy should also be sent to:

Regional Civil Rights Director  
Food and Nutrition Service, USDA  
Northeast Region  
10 Causeway Street, Room 501  
Boston, MA 02222-1063

All complaints based on sex or handicap shall be accepted by completing a Discrimination

Complaint Form EEO-WIC (appendix). Keep a copy of the form in agency files and forward the original to:

Rhode Island State Equal Opportunity Office  
289 Promenade Street  
Providence, RI 02908

It is necessary that the information be sufficient to determine the identity of the agency or individual toward which the complaint is directed, and to indicate the possibility of violation. Anonymous complaints may be handled just like any other complaint.

3. Verbal Complaint - In the event that a complainant makes an allegation verbally or through a telephone conversation and refuses, or is not inclined, to place such allegations in writing, the person to whom the allegations are made should write up the elements of the complaint for the complainant. Every effort will be made to have the complainant provide the following information:
  - (a) Name, address, and telephone number of the complainant or other means of contacting the complainant.
  - (b) The specific location and name of the entity delivering the service or benefit.
  - (c) The nature of the incident or action that led the complainant to feel discrimination was a factor or an example of the method of administration which is alleged to have a discriminatory effect on the public or potential or actual participants.
  - (d) The basis on which the complainant feels discrimination exists (race, color, national origin, age, sex, or handicap).
  - (e) The names, titles, and business addresses of persons who may have knowledge of a discriminatory action.
  - (f) The dates during which the alleged discriminatory actions occurred, or, if continuing, the duration of such actions.

RI STATE EQUAL OPPORTUNITY OFFICE

TELEPHONE 222-3090      TDD 277-3092

WIC PROGRAM GRIEVANCE PROCEDURE

The State Equal Opportunity Office will accept from WIC Program employees and applicants for WIC Program employment, WIC participants, potentially eligible persons and former participants complaints of discrimination that are based on sex and physical or mental handicap, related to WIC Program employees, the State Agency or WIC local agencies.

1. A complaint may be filed formally on the "Complaint of Discrimination Form" available through the state Equal Opportunity Office, within 180 days of the alleged incident of discrimination, unless it is an ongoing discrimination.

Verbal complaints shall be accepted and the person to whom the allegations are made shall write up the elements of the complaint for the complainant.

2. An Equal Opportunity Officer will be assigned to investigate the complaint. Complaints will usually be investigated within thirty days. There are exceptions, depending upon the number of witnesses and extent of cooperation.
3. The Executive Director or Chief Executive Officer (Respondent) will be notified of the alleged charge. When the RIDH is not the respondent, the Associate Director, Management and Support Services, RIDH, shall also be notified.
4. Upon the completion of the investigation, the State Equal Opportunity Office will make a determination as to probable cause, based on the summary of facts. Determinations are made as a result of meetings with the Administrator, Assistant Administrator and Investigating Officer. If there is no probable cause the concerned parties will be notified within five (5) days.
5. When probable cause is not evident, the parties are so informed by the State Equal Opportunity Office.
6. When there is probable cause of discrimination, Administrator of the State Equal Opportunity Office will try to conciliate the complaint with concerned parties.
7. If an agreement between both parties is not reached, an amicable date for a formal hearing, within thirty (30) days of conciliation attempt, will be scheduled and a Hearing Officer will be assigned by the State Equal Opportunity Office.
8. The Hearing Officer is requested to make a decision within fifteen days of receipt of the hearing transcript. Within five days after the decision of the Hearing Officer, the State Equal Opportunity Office will then, by written notification, present the findings

and recommended corrective action to both parties.

Implementation of the decision shall be within thirty (30) days. If the corrective action is not implemented within the specified time frame, the State Equal Opportunity Office will notify the Governor.

All complaints will remain confidential except to the extent necessary to conduct a review of the facts.

When the RIDH is not a party to the complaint, the RIDH shall be kept informed of the status of the complaint and any resolution, recommendation or action related to the complaint.

### **820 - Fair Hearing Procedures**

#### **821 Grounds for a Fair Hearing**

An individual may request a Fair Hearing to appeal a State or local agency action which results in the individual's denial of participation, disqualification, termination from the Program, or the attempted recovery of the cash value of benefits issued to such individual.

#### **822 Local Agency Responsibilities**

- A. Inform each WIC applicant of his/her right to a Fair Hearing during the initial contact with the local agency.
- B. Assure an applicant (or participant), against whom sanctions have been imposed, of unrestricted freedom to request a Fair Hearing.
- C. Offer assistance to help the applicant prepare and submit the Fair Hearing Request.
- D. Inform the applicant that he/she may request copies of any documents in his/her WIC record, in advance of the Fair Hearing.
- E. Inform each applicant (or participant), against whom sanctions have been imposed, in writing, at the time the sanction is imposed, of the reason for the sanction, the right to a Fair Hearing, and how to request a Fair Hearing. This written information is contained in a separate form, "Fair Hearing Information," WIC-14, given to participants at the time of initial certification and at the time of

denial, termination from the Program or other sanction.

823 Processing the Request

- A. A request for a Fair Hearing must be made within sixty (60) days of the date of the notification of denial or termination of benefits or of other sanction imposed.
- B. The request may be oral or written, but a formal written record of any request must be secured or prepared by the local agency on the "Request for Fair Hearing" form WIC-15.
- C. Forward to the State agency any Fair Hearing Requests within two (2) days of their receipt.
- D. Copies of appropriate documents or notes from the participant's record must also be sent to the state agency immediately.
- E. The hearings will be held within three weeks from the date of receipt of request.
- F. At least ten (10) days prior to the hearing, the applicant will receive written notice from the state agency as to the time, date, and site for hearing.

824 Assisting the Appellant

A reasonable attempt should be made to inform the applicant of what they might expect at a Fair Hearing, their responsibilities to present their case, the need to be on time, that any request to withdraw must be in writing (Appendix, Withdrawal of Appeal, WIC-15W), and other relevant, helpful information.



**830 - Mandatory No-smoking Policy**

The Fiscal Year 1994 Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act (Public Law 103-111) stipulates that each local WIC agency and/or WIC clinic must have an announced, posted public policy against smoking in any area where WIC Program functions are performed, in order to be eligible to receive WIC administrative funds.

This prohibition against smoking applies only during the times that the WIC Program is actually operating at a clinic site. For example, satellite operations where WIC services may only be offered once or twice a week, would not have to announce and implement the non-smoking policy for those time periods when the WIC Program is not operating.

RHODE ISLAND DEPARTMENT OF HEALTH

WIC PROGRAM

FAIR HEARING INFORMATION

**WHAT IS A FAIR HEARING?**

A Fair Hearing is a procedure through which a local agency decision is reviewed by a neutral Hearing Officer at the State Agency. The Hearing Officer determines if the decision the local agency made was valid.

**WHEN MAY I REQUEST A FAIR HEARING?**

You may request a Fair Hearing if you are not satisfied with a decision made by the local agency concerning your eligibility, or your child's eligibility, to participate in the WIC Program or the State or local agency's decision to take action to recover the cash value of benefits improperly issued to you based on intentional misrepresentation of information. You must request the hearing within sixty (60) days of the decision you disagree with.

**HOW DO I REQUEST A FAIR HEARING?**

If you wish to request a Fair Hearing, fill out a Fair Hearing Request Form at the local WIC office. The local WIC administrator must provide you with a form if you request one. You may also request a Fair Hearing by writing the WIC Program, Attention: Fair Hearing Information, Rhode Island Department of Health, Room 303 Cannon Building, Three Capitol Hill, Providence, Rhode Island, 02908, or calling 222-3940.

**“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.**

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. For sex or handicap complaints, contact the State Equal Opportunity Office, One Capitol Hill, Providence, RI 02908.”**

## **WHAT ARE MY RIGHTS DURING A FAIR HEARING?**

1. The hearing shall be accessible to you and shall be held within three (3) weeks from the date you request it. You will be given at least ten (10) days written notice as to the time and place of the hearing. You must request the hearing within sixty (60) days of the **date of the notification** of denial, termination of benefits or other sanction.
2. You may examine and copy the records kept by the local agency WIC agency which concerns the decision you are challenging.
3. Benefits must be continued when a Fair Hearing is requested only if the participant was terminated in the middle of a certification period. You must appeal the termination **within fifteen (15) days of the date of notification of the termination.**
4. The hearing must be conducted by a neutral official who did not previously participate in the decision to deny you benefits.
5. You have the right to present your case yourself to the Hearing Officer, or you may be represented by an attorney or any person of your choosing.
6. You may bring witnesses to the hearing and have them present evidence.
7. You may examine documents and records brought by the local WIC agency to support its decision.
8. You or your representative may present evidence and arguments supporting your position. In other words, you may tell your story to the Hearing Officer.
9. Questions may be asked of any witnesses presented at the hearing by you or the WIC agency.
10. The decision will be based only on evidence presented at the hearing.
11. You must be notified in writing of the Fair Hearing decision within forty-five (45) days from the date of request for the hearing.
12. You may withdraw your appeal in writing any time prior to the hearing, and request that the hearing be cancelled.
13. If you are unable to attend the Fair Hearing at the time it is scheduled, **you must request in writing that it be rescheduled for another time.** Write to Rhode Island Department of Health WIC Program, Attention: Fair Hearing, Three Capitol Hill - Room 303, Providence, Rhode Island, 02908.
14. You may appeal to the Superior Court, State of Rhode Island if you are not satisfied with the decision of the Hearing Officer.
15. If you or your representative fail to appear at the hearing without good cause, the request for hearing may be dismissed.

Rhode Island Department of Health  
WIC Program

REQUEST FOR FAIR HEARING

WIC Program regulations provided that if you are not satisfied with a local agency decision regarding your eligibility for the WIC Program, you are entitled to a Fair Hearing.

I am requesting a Fair Hearing for the following reason(s):

\_\_\_\_\_  
Name of Person Denied Benefits

\_\_\_\_\_  
Date Denied

\_\_\_\_\_  
Name of Person Requesting Hearing

\_\_\_\_\_  
Date of Request

\_\_\_\_\_  
Street Address of P.O. Box

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Signature

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. For sex or handicap complaints, contact the State Equal Opportunity Office, One Capitol Hill, Providence, RI 02908.”

RHODE ISLAND DEPARTMENT OF HEALTH  
WIC PROGRAM

WITHDRAWAL OF APPEAL

\_\_\_\_\_  
Appeal No. \_\_\_\_\_ Date \_\_\_\_\_

I, the undersigned, hereby withdraw my request dated \_\_\_\_\_, for a Fair Hearing/Administrative Hearing on the WIC Program's action concerning \_\_\_\_\_  
(name)

I request that no further hearing or other review take place concerning this matter.

Signed: \_\_\_\_\_

Participant \_\_\_\_\_ Parent/Guardian \_\_\_\_\_ Vendor \_\_\_\_\_ Counsel

“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. For sex or handicap complaints, contact the State Equal Opportunity Office, One Capitol Hill, Providence, RI 02908.”

Rhode Island Department of Health  
WIC Program

Request to Postpone Appeal

\_\_\_\_\_  
Appeal No.

\_\_\_\_\_  
Date

I, the undersigned, hereby request that any further action on my request dated \_\_\_\_\_,

for a Fair Hearing/Administrative Hearing on the WIC Program's action concerning

\_\_\_\_\_ be postponed for thirty (30) days.  
(name)

I request that no further hearing or other review be scheduled concerning this matter for said thirty days from the above date.

Signed: \_\_\_\_\_

Relationship: Participant \_\_\_\_\_ Parent/Guardian \_\_\_\_\_ Vendor \_\_\_\_\_ Counsel \_\_\_\_\_

**“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.**

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington D.C. 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer. For sex or handicap complaints, contact the State Equal Opportunity Office, One Capitol Hill, Providence, RI 02908.”**

**ATTACHMENT # 16: IDENTIFICATION OF HIGH RISK VENDORS**

## V-2: Identification of Potential for Risk Vendors

Rev.10-18-01

## Goal

To focus vendor monitoring efforts on those vendors with the greater potential or likelihood to abuse or err in complying with WIC Program requirements.

## I. Indicators

Potential for risk vendors are those applicants or participating vendors who demonstrate or indicate the potential or likelihood to violate the Program's regulations, policies, or the terms of the vendor agreement in any manner. The Program will employ such procedures as may be helpful in identifying potential for risk vendors. Indicators of potential for risk or likelihood may include, but are not limited to, the following:

- A. Identifiable quantitative criteria such as high or disproportionate volume, questionable pricing patterns, etc.
- B. A history of errors, violations, warnings, notices or sanctions related to any USDA Program, **including imposition of a Food Stamp Program CMP or bond requirement for approval to accept Food Stamp Benefits**. Vendor, court and administrative records of the WIC Program and **the Food and Nutrition Service (FNS)** will be reviewed to determine this potential.
- C. Violations of any state, federal or local business or food delivery or government ethics law, or regulation; or violation of any law where the unlawful conduct of the vendor relates to the business, the operation thereof or the use of the business premises (including violations of laws or rules pertaining to food, HEALTH WIC Program and sanitation requirements, weights and measures, pricing, packaging, consumer protection, lottery and the like); or to criminal behavior related to violence, weapons or illicit drugs or to threat of or committing physical violence; or violation of government business conduct rules, or attempts to induce agents of state, local or federal agencies to violate ethics rules or to improperly influence the actions of such an agent; or where evidence exists of a likelihood of such behavior, actions or violations.
- D. High or other questionable prices or charges.
- E. Errors in check redemption practices.
- F. A high ratio of full packages being redeemed on the same day.
- G. Low inventory, especially in relation to level of redemptions.
- H. Complaints received from participants, local agencies, other vendors, or the public.
- I. Reports of vendor errors or violations received during participant surveys of vendor services, or interviews.
- J. Actual violations, or circumstances leading to the likelihood of violations.
- K. Ineffective supervision of vendor employees.
- L. Lack of cooperation with vendor monitoring or vendor education.



- M. Lack of understanding or support of the purposes, goals or needs for the Program.
- N. Lack of knowledge or comprehension about program procedures or WIC-Approved foods.
- O. Lack of cooperation with Program participants, the HEALTH WIC PROGRAM, or the Department of Agriculture.
- P. The business integrity and reputation of the vendor.
- Q. Vendor withdrawal from participation, or of an application, following written notification of violation, regardless of any settlement language between the vendor and HEALTH WIC PROGRAM, unless all HEALTH WIC PROGRAM charges are adjudicated as unjustified, unsubstantiated, unwarranted or improper.
- R. Failure to report involvement of any owner or management personnel of a store, or their immediate relatives, in the operating of any other WIC vendor.
- S. Failure to respond to the re-application offer by the designated due date for filing of all information.
- T. Non- return of a previously issued WIC Vendor Stamp.
- U. Such other relevant factors as may reasonably indicate the likelihood of vendor violations.

## II. Review of Potential for Risk Vendors

When a vendor is identified as a potential for risk, priority is given to use of program resources for case review, monitoring, site visits, review of food instruments redeemed, investigation and other methods.

- A. If review of redeemed food instruments (as defined in Policy V-4,IA1a) reveals actual or suspected errors, overcharges, or other pricing violations or patterns associated with potential violations then appropriate investigative, sanction, claim or penalty procedures will be followed.
- B. Additional site visits may focus not only on all vendor procedures but also on specific actual or potential violation(s).
- C. Additional information may be sought from local agency staff, participants, or others and FNS may be contacted regarding any Food Stamp Program concerns.
- D. Review of vendor records related to inventory, redemption and fiscal operations with regard to the WIC Program.
- E. Available resources for special investigative activities including compliance purchases may be utilized (see items following this Policy).

## III. Follow-up Activities

The Potential for Risk vendor will be intensively monitored until such time as compliance with all program regulations and procedures is assured and/or sanctions are implemented. Steps to assure compliance or take sanctions may include but are not limited to the following:

- A. Special education and training at the **HEALTH WIC Program**, the vendor's location or any other location, given by vendor monitoring or program administrative staff, or other appropriate parties.
- B. Appropriate letters of notice describing the vendor's responsibilities and the penalties for noncompliance.
- C. A written compliance agreement may be required from the vendor for the purpose of the vendor's giving written assurance of future compliance, understanding of his responsibilities and understanding of the penalties for future violations.
- D. Sanction procedures may be instituted as set forth in the Vendor Compliance Policy V-4.

**ATTACHMENT # 17: FMNP PARTICIPATION AND FARMER SURVEYS**

**"CORE" SURVEY QUESTIONS FOR FMNP RECIPIENTS** (in effect as of 4/9/01)

To enable your programs data to be compiled into the national statistics, please do not change the wording of these questions except to insert your FMNP's name or possibly as noted in the comment boxes.

1. Is this the first year you received [FMNP coupons]?  Yes  No

**IMPORTANT NOTE REGARDING #2:** Do NOT start this section with a leading question such as ADid having FMNP coupons change your eating or shopping habits? If so, answer the following...≅ Recipients deciding their answer to the leading question is >no= will skip all of the followup questions, whereas they might have answered >yes= or >not sure= regarding specific behavior changes. Also, the first item in #2 used to be a followup to #1, but the NAFMNP board decided that all recipients should be asked if they had been to a farmers market before getting FMNP coupons, not just first-year recipients.

2. Please check the best answer to each of the following:

Yes	No	Not Sure	Because of the farmers market coupon program, I or my family...
___	___	___	went to a farmers market for the first time
___	___	___	ate more fresh fruits and vegetables this summer than usual
___	___	___	plan to eat more fresh fruits and vegetables all year round
___	___	___	learned a new way to prepare or cook fresh fruits or vegetables
___	___	___	will continue to shop at farmers markets, even without coupons to spend there
___	___	___	learned a new way to store fresh fruits or vegetables to keep them from spoiling
___	___	___	bought a fresh fruit or vegetable that I had never tried before

**Question 2:** You may prefer to ask some of these as separate questions in order to probe for details, such as asking what kinds of fruits or vegetables they tried for the first time. If you do ask any of the above as separate questions, include a >not sure= response option, to distinguish recipients who are uncertain from those who skip the question completely.

3. While you were at the farmers market, did you spend any money in addition to your [FMNP coupons]? (Please check only one)

Yes  No  Did not go to the farmers market yet

4. How did the quality of fruits and vegetables at the farmers market compare to their quality at your regular grocery store? (Please check only one)

better  about the same  worse  not sure  did not go to the farmers market yet

**Questions 3 & 4:** Reference to food stamps was eliminated from #3 because EBT makes few farmers= markets able to accept food stamp benefits. If your survey design already limits #3 or #4 to folks who had gone to a market, you may omit the "did not go to market yet" boxes. Where a recipient checks A did not go to the market yet≅ and checks another choice for that question as well, tabulate it only as a A did not go to market yet≅ response.

## CORE SURVEY QUESTIONS FOR PARTICIPATING FARMERS

(in effect as of 4/9/01)

To generate uniform data to be compiled into national statistics, please do not change the wording of these questions, except to insert your FMNP's name if desired. Please note the comment box at bottom.

1. Was this your first year taking part in the [FMNP]?  Yes  No
  
2. Does participating in the [FMNP] increase your farmers' market sales?  Yes  No  Not sure
  
3. Do coupon customers continue to shop at the market, even without the coupons?  Yes  No  Not sure
  
4. Did the coupon program change your farming or marketing practices in any of the following ways?  Yes  No  Not sure  
Check all that apply:
  - I became more active in the organization or operation of a farmers market
  - I am increasing my fruit and/or vegetable production
  - I am growing a wider variety of fruits and/or vegetables to sell at farmers markets
  - I increased the number of hours and/or days that I sell at farmers market(s)
  - I changed my display signs to make it easier to identify food types or prices
  - I am doing more nutrition education with farmers= market customers (e.g., recipes, product samples, advice on how to select, store or prepare fresh produce)
  - Other: \_\_\_\_\_
  
5. Would you recommend this coupon program to other farmers in your area?  Yes  No  Not sure

**ATTENTION, SURVEY DESIGNERS and TABULATORS:** Be sure to include and tabulate all three of the AYes, ANo and ANot sure response options shown above, so that percentages are based on the number of farmers who actually consider and answer each question. (An unchecked Ayes box doesn't necessarily mean the answer is no, they may have skipped the question.) This is especially important for Question #4 because a farmer may check several of the boxes below. If a farmer omits or answers ANo or Anot sure to the opening question for #4, but then checks one or more of the practices listed below, count that farmer as saying Ayes to the opening question. With survey data tabulated in this way, the national FMNP report may say that: "Among # participating farmers surveyed, % said that taking part in the program changed their farming or marketing practices in some way. For example, % increased their production...."

**Rhode Island Department of Health  
2002 Farmers' Market Nutrition Program (FMNP)  
Farmer's Survey**

Market Site(s) \_\_\_\_\_

1. Does participating in the FMNP increase your market sales?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_
  
2. What percent (%) of your market sales are due to FMNP checks? \_\_\_\_\_%
  
3. Do FMNP customers continue to shop at the market, even without checks?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_
  
4. How has participating in the FMNP changed your farming or marketing practices in any of the following was?  
(Please check all that apply)
  - I decided to sell at farmers' market for the first time this year
  - I sell at more farmers' market than before
  - I helped organize a new farmers' market
  
  - I became more active in the organization or operation of farmers' market(s)
  - I increased my fruit and or vegetable production levels
  - I grew a wider variety of fruits and/or vegetables to sell at farmers' market
  
  - I plan to increase my fruit and/or vegetable production next year
  - I plan to grow a wider variety of fruits and /or vegetables next year
  - I increased the number of days or weeks that I sell at farmer's market
  
  - I increased the number of hours I sell at the farmers' market
  - I changed display signs to make it easier to identify food types or prices
  - I offer more product samples for tasting
  
  - I now package produce in even-dollar amounts to simplify coupon shopping
  - I offer recipes or other information on food preparation
  - I offer shoppers more advice on produce storage or appropriate quantities to buy
  - None of these
  
5. What do you like about the FMNP initiative? \_\_\_\_\_
  
6. How could the FMNP be improved? \_\_\_\_\_
  
7. Would you recommend this coupon program to other farmers in the area?  
Yes \_\_\_\_\_ No \_\_\_\_\_ Not Sure \_\_\_\_\_
  
8. Name & Farm \_\_\_\_\_

Thanks for taking the time to complete this survey. Your answers will help us improve this program.

1. Is this the first year you received farmers' market checks?  Yes  No

2. Did you use any of your farmers' market checks this summer?  Yes  No

If no, why not?

- |  |   |
|--|---|
| <input type="checkbox"/> Location of market not convenient | <input type="checkbox"/> Not interested               |
| <input type="checkbox"/> Market hours not convenient       | <input type="checkbox"/> Not sure how to use checks   |
| <input type="checkbox"/> No transportation                 | <input type="checkbox"/> Forgot to use or lost checks |
| <input type="checkbox"/> Not sure where to use checks      | <input type="checkbox"/> Don't eat foods they sell    |
| <input type="checkbox"/> Other (please explain) _____      |   |

**STOP HERE IF YOU DID NOT USE ANY FARMERS' MARKET CHECKS?**

3. Which farmers' market did you use most of your checks at? Pick one

- |  |  |   |                                     |
|--|--|---|-------------------------------------|
| <input type="checkbox"/> Central Falls | <input type="checkbox"/> S. Kingstown, URI                       | <input type="checkbox"/> The Armory, Providence | <input type="checkbox"/> Woonsocket |
| <input type="checkbox"/> Foster        | <input type="checkbox"/> Colt St. Park, Bristol                  | <input type="checkbox"/> Goddard Park, Warwick  | <input type="checkbox"/> Middletown |
| <input type="checkbox"/> Westerly      | <input type="checkbox"/> Marina Park, Wakefield                  | <input type="checkbox"/> Hope H.S., Providence. |                                     |
| <input type="checkbox"/> Newport       | <input type="checkbox"/> Fishermen's Memorial Park, Narragansett |   |                                     |

4. How did the quality of fruits and vegetables at the farmers' market compare to the quality at your regular grocery store? (Please check only one)

- better       about the same       worse       not sure

5. While you were at the farmers' market, did you spend money in addition to your farmers' market checks? (Please check only one)  Yes  No

6. Did you attend a *Veggin' Out* demonstration?  Yes  No

7. Please check the best answer to each of the following:

<i>Yes</i>	<i>No</i>	<i>Not Sure</i>	<b><u>Because of the farmers' market program, I or my family....</u></b>
___	___	___	prepared one or more of the <i>Veggin' Out</i> recipes
___	___	___	went to a Farmers Market for the first time
___	___	___	ate more fresh fruits and vegetables this summer than usual
___	___	___	plan to eat more fresh fruits and vegetables all year round
___	___	___	learned a new way to prepare or cook fresh fruits or vegetables
___	___	___	will continue to shop at Farmers Markets, even without checks to spend there
___	___	___	learned a new way to store fresh fruits or vegetables to keep them from spoiling
___	___	___	bought a fresh fruit or vegetable that I had never tried before

8. What did you like best about the farmers' market program?

9. How can we improve the farmers' market program?

**Programa Farmers' Market (Mercados Agrícolas) de Rhode Island**  
**Encuesta de participación - 2002** WIC site number \_\_\_\_\_

*Le agradecemos que usted se tome un momento para llenar esta encuesta.  
 Sus respuestas nos ayudarán a darle un mejor servicio.*

1. ¿Es éste el primer año que recibió cheques de farmers market?  sí  no
2. ¿Utilizó algunos de sus cheques de farmers market en este verano?  sí  no  
Si contestó que no, por qué no los utilizó?
- |   |  |
|---|--|
| <input type="checkbox"/> El mercado estaba muy lejos                | <input type="checkbox"/> No estaba interesada                      |
| <input type="checkbox"/> Las horas de atención no eran convenientes | <input type="checkbox"/> No estaba segura de cómo usar los cheques |
| <input type="checkbox"/> No tenía transporte                        | <input type="checkbox"/> Me olvidé o se me perdieron los cheques   |
| <input type="checkbox"/> No estaba segura de donde usar los cheques | <input type="checkbox"/> No comemos los alimentos que venden ahí   |
| <input type="checkbox"/> Otro (por favor explique) _____            |  |

**SI USTED NO UTILIZO SUS CHEQUES DE FARMERS MARKET, NO CONTINUE CON LA ENCUESTA**

3. ¿En qué mercado agrícola utilizó usted la mayoría de sus cheques? Escoja un lugar.
- |  |  |   |                                     |
|--|--|---|-------------------------------------|
| <input type="checkbox"/> Central Falls | <input type="checkbox"/> S. Kingstown, URI                       | <input type="checkbox"/> The Armory, Providence | <input type="checkbox"/> Woonsocket |
| <input type="checkbox"/> Foster        | <input type="checkbox"/> Colt St. Park, Bristol                  | <input type="checkbox"/> Goddard Park, Warwick  | <input type="checkbox"/> Middletown |
| <input type="checkbox"/> Westerly      | <input type="checkbox"/> Marina Park, Wakefield                  | <input type="checkbox"/> Hope H.S., Providence  |                                     |
| <input type="checkbox"/> Newport       | <input type="checkbox"/> Fishermen's Memorial Park, Narragansett |   |                                     |
4. Las frutas y vegetales que usted compró en el mercado agrícola, comparados con la calidad de frutas y vegetales que usted compra normalmente en el supermercado eran: (escoja solo una respuesta)
- mejor     casi lo mismo     peor     no estoy segura
5. ¿Cuando usted fue de compras al mercado agrícola, también gastó dinero además de los cheques de farmers markets? (Por favor escoja solo una respuesta)
- Sí     No
6. ¿Asistió usted a una de las demostraciones del programa *Veggin' Out*?  Si     No
7. Por favor elija la respuesta que sea más apropiada para usted:
- | Sí  | No  | No estoy Segura | <b><u>Gracias a los cheques del programa de farmers' market, mi familia o yo....</u></b> |
|-----|-----|-----------------|--|
| ___ | ___ | ___             | <i>preparamos una o mas de las recetas Veggin' Out (Disfrutando Vegetales)</i>           |
| ___ | ___ | ___             | <i>visitamos al mercado agrícola por la primera vez.</i>                                 |
| ___ | ___ | ___             | <i>comimos más frutas y vegetales frescos este verano</i>                                |
| ___ | ___ | ___             | <i>pensamos comer mas frutas y vegetales frescos todo el año</i>                         |
| ___ | ___ | ___             | <i>aprendimos una nueva manera de preparar o cocinar frutas y vegetales frescos</i>      |
| ___ | ___ | ___             | <i>seguiremos comprando en los farmers markets, aunque no tengamos</i>                   |
| ___ | ___ | ___             | <i>los cheques de farmers' markets para comprar ahí</i>                                  |
| ___ | ___ | ___             | <i>aprendimos una nueva forma de guardar y conservar frutas y</i>                        |
| ___ | ___ | ___             | <i>vegetales frescos, para que no se dañen</i>   |
| ___ | ___ | ___             | <i>compramos una fruta o vegetal fresco que no lo habíamos probado antes</i>             |
8. ¿Qué es lo que más le gustó acerca del programa de farmers market?
9. ¿Cómo podemos mejorar el programa de farmers market?