

Program Element #40: Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”) Services

The funds provided under this Agreement for Program Element #40 must only be used in accordance with and subject to the restrictions and limitations set forth below to provide the following services:

- Special Supplemental Nutrition Program for Women, Infants and Children services (“WIC Services”),
- Farm Direct Nutrition Program services (“FDNP Services”), and
- Breastfeeding Peer Counseling Program services (“BFPC Services”).

The services described in Sections 2, 3, and 4 below, are ancillary to basic WIC Services described in Section 1. In order to participate in the services described in Sections 2, 3, or 4, LPHA must be delivering basic WIC Services as described in Section 1. The requirements for WIC Services also apply to services described in Sections 2, 3, and 4.

1. WIC Services.

- a. **Description of WIC Services.** WIC Services are nutrition and health screening, Nutrition Education related to individual health risk and Participant category, Breastfeeding promotion and support, health referral, and issuance of Food Instruments for specifically prescribed Supplemental Foods to Participants during critical times of growth and development in order to prevent the occurrence of health problems and to improve the health status of mothers and their children.
- b. **Definitions Specific to WIC Services.**
 - i. **Applicants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children up to 5 years old who are applying to receive WIC Services, and the breastfed infants of applicant Breastfeeding women. Applicants include individuals who are currently receiving WIC Services but are reapplying because their Certification Period is about to expire.
 - ii. **Assigned Caseload:** Assigned Caseload for LPHA, which is set out in the OHA, Public Health Division, financial assistance award document, is determined by OHA using the WIC funding formula approved by CHLO MCH and CHLO Executive Committee in February of 2003. This Assigned Caseload is used as a standard to measure LPHA’s caseload management performance and is used in determining NSA funding for LPHA.
 - iii. **Breastfeeding:** The practice of a mother feeding her breast milk to her infant(s) on the average of at least once a day.
 - iv. **Breastfeeding Women:** Women up to one year postpartum who breastfeed their infants.

- v. **Caseload:** For any month, the sum of the actual number of pregnant women, Breastfeeding Women, Postpartum Women, infants and children who have received Supplemental Foods or Food Instruments during the reporting period and the actual number of infants breastfed by Participant Breastfeeding Women (and receiving no Supplemental Foods or Food Instruments) during the reporting period.
- vi. **Certification:** The implementation of criteria and procedures to assess and document each Applicant's eligibility for WIC Services.
- vii. **Certification Period:** The time period during which a Participant is eligible for WIC Services based on his/her application for those WIC Services.
- viii. **Documentation:** The presentation of written or electronic documents or documents in other media that substantiate statements made by an Applicant or Participant or a person applying for WIC Services on behalf of an Applicant or Participant.
- ix. **Electronic Benefits Transfer (EBT) or "eWIC" (Oregon):** An electronic system of payment for purchase of WIC-allowed foods through a third-party processor using a magnetically encoded payment card.
- x. **Food Instrument:** A voucher, check, Electronic Benefits Transfer (EBT) card, coupon or other document that is used by a Participant to obtain Supplemental Foods.
- xi. **Health Services:** Ongoing, routine pediatric, women's health and obstetric care (such as infant and child care and prenatal and postpartum examinations) or referral for treatment.
- xii. **Nutrition Education:** The provision of information and educational materials designed to improve health status, achieve positive change in dietary habits, and emphasize the relationship between nutrition, physical activity, and health, all in keeping with the individual's personal and cultural preferences and socio-economic condition and related medical conditions, including, but not limited to, homelessness and migrancy.
- xiii. **Nutrition Education Contact:** Individual or group education session for the provision of Nutrition Education.
- xiv. **Nutrition Education Plan:** An annual plan developed by LPHA and submitted to and approved by OHA that identifies areas of Nutrition Education and breastfeeding promotion and support that are to be addressed by LPHA during the period of time covered by the plan.
- xv. **Nutrition Services and Administration (NSA) Funds:** Funding disbursed under or through this Agreement to LPHA to provide direct and indirect costs necessary to support the delivery of WIC Services by LPHA.
- xvi. **Nutrition Risk:** Detrimental or abnormal nutritional condition(s) detectable by biochemical or anthropometric measurements; other documented nutritionally related medical conditions; dietary deficiencies that impair or endanger health; or conditions

that predispose persons to inadequate nutritional patterns or nutritionally related medical conditions.

- xvii. **Participants or WIC Participants:** Pregnant women, Breastfeeding women, Postpartum Women, infants and children who are receiving Supplemental Foods or Food Instruments under the program, and the breastfed infants of participating Breastfeeding Women.
 - xviii. **Postpartum Women:** Women up to six months after termination of a pregnancy.
 - xix. **Supplemental Foods:** Those foods containing nutrients determined to be beneficial for pregnant, Breastfeeding and Postpartum Women, infants and children, as determined by the United States Department of Agriculture, Food and Nutrition Services for use in conjunction with the WIC Services. These foods are defined in the WIC Manual.
 - xx. **TWIST:** The WIC Information System Tracker which is OHA's statewide automated management information system used by state and local agencies for:
 - (A.) provision of direct client services including Nutrition Education, risk assessments, appointment scheduling, class registration, and Food Instrument issuance;
 - (B.) redemption and reconciliation of Food Instruments including electronic communication with the banking contractor;
 - (C.) compilation and analysis of WIC Services data including Participant and vendor information; and
 - (D.) oversight and assurance of WIC Services integrity.
 - xxi. **TWIST User Training Manual:** The TWIST User Training Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates as accepted by the LPHA.
 - xxii. **WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786, as amended through PL105-394, and the regulations promulgated pursuant thereto, 7 CFR Ch. II, Part 246.
 - xxiii. **WIC Manual:** The Oregon WIC Program Policies and Procedures Manual, and other relevant manuals, now or later adopted, all as amended from time to time by updates accepted by the LPHA.
- c. **Procedural and Operational Requirements of WIC Services.** All WIC Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements and in accordance with the WIC Manual:

i. Staffing Requirements and Staff Qualifications.

- (A.) LPHA must utilize a competent professional authority (CPA) at each of its WIC Services sites for Certifications, in accordance with 7 CFR 246.6(b)(2), and the agreement approved by the CLHO Maternal and Child Health (MCH) Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO Maternal and Child Health (MCH) Committee on March 2006, and the CLHO Executive Committee on April 2006. A competent professional authority is an individual on the staff of LPHA who demonstrates proficiency in certifier competencies, as defined by the Policy #660 in the WIC Manual (a copy of which OHA will provide to LPHA) and is authorized to determine Nutrition Risk and WIC Services eligibility, provide nutritional counseling and Nutrition Education and prescribe appropriate Supplemental Foods.
- (B.) LPHA must provide access to the services of a qualified nutritionist for Participants and LPHA staff to ensure the quality of the Nutrition Education component of the WIC Services, in accordance with 7 CFR 246.6(b)(2); the 1997 State Technical Assistance Review (STAR) by the U.S. Department of Agriculture, Food and Consumer Services, Western Region (which is available from OHA upon request); as defined by Policy #661; and the agreement approved by the CLHO MCH Committee on January 2001 and March, 2006 and the CLHO Executive Committee on February 2001 and April 2006. A qualified nutritionist is an individual who has a master's degree in nutrition or its equivalent; is a Registered Dietitian (RD) registered with the American Dietetic Association (ADA) or an individual eligible for registration with the ADA; or is an Oregon Licensed Dietitian (LD).

ii. General WIC Services Requirements. By utilizing OHA financial assistance to deliver WIC Program services, LPHA agrees to deliver these WIC services in accordance with the requirements set forth as follows:

- (A.) LPHA shall provide WIC Services only to Applicants certified by LPHA as eligible to receive WIC Services. All WIC Services must be provided by LPHA in accordance with, and LPHA must comply with, all the applicable requirements detailed in the Child Nutrition Act of 1966, as amended through Pub.L.105-394, November 13, 1998, and the regulations promulgated pursuant thereto, 7 CFR, Part 246, 3106, 3017, 3018, Executive Order 12549, the WIC Manual, OAR 333-054-0000 through 0090, such U.S. Department of Agriculture directives as may be issued from time to time during the term of the Agreement, the TWIST User Training Manual (copies available from OHA upon request), and the agreement approved by the CLHO MCH Committee on January 2001, and the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (B.) LPHA must make available to each Participant and Applicant referral to appropriate Health Services and shall inform them of the Health Services available. In the alternative, LPHA shall have a plan for continued efforts to

make Health Services available to Participants at the WIC clinic through written agreements with other health care providers when health services are provided through referral, in accordance with 7 CFR 246.6(b)(3) and (5); and the agreement approved by the CLHO MCH Committee 1-01 on January 2001, and by the CLHO Executive Committee 2-01 on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (C.) Each WIC LPHA must make available to each Participant a minimum of two Nutrition Education Contacts appropriate to the Participant's Nutrition Risks and needs during the Participant's 6-month Certification Period, or quarterly for participants certified for greater than 6 months, in accordance with 7 CFR 246.11 and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (D.) LPHA must document Participant and Applicant information in TWIST for review, audit and evaluation, including all criteria used for Certification, income information and specific criteria to determine eligibility, Nutrition Risk(s), and food package assignment for each Participant, in accordance with 7 CFR 246.7 and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and March 2006, respectively, and the CLHO Executive Committee on February 2001 and April 2006 and the TWIST User Training Manual.
- (E.) LPHA must maintain complete, accurate, documented and current accounting records of all WIC Services funds received and expended by LPHA in accordance with 7 CFR 246.6(b)(8) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. This includes the annual submission of a budget projection for the next state fiscal year that is due to OHA along with the annual Nutrition Education Plan. (FY2011 USDA Management Evaluation finding and resolution.)
- (F.) LPHA, in collaboration with OHA, shall manage its Caseload in order to meet the performance measures for its Assigned Caseload, as specified below, in accordance with 7 CFR 246.6 (b)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (G.) As a condition to receiving funds under the Agreement, LPHA must have on file with OHA, a current annual Nutrition Education Plan that meets all requirements related to plan, evaluation, and assessment..
- (H.) Each Plan must be marked as to the year it covers and must be updated prior to its expiration. OHA reserves the right to approve or require modification to the Plan prior to any disbursement of funds under this Agreement. The Nutrition Education Plan, as updated from time to time, is an attachment to this

Agreement, in accordance with 7 CFR 246.11 (d)(2); and the agreement approved by the CLHO MCH Committee on January 2001, April 2004, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.

- (I.) LPHA shall utilize at least twenty percent (20%) of its NSA Funds for Nutrition Education activities, and the amount specified in its financial assistance award for Breastfeeding education and support, in accordance with 7 CFR 246.14(c)(1) and the agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- (J.) Monitoring: OHA will conduct on-site monitoring of the LPHA biennially for compliance with all applicable OHA and federal requirements as described in the WIC Manual. Monitoring will be conducted in accordance with 7CFR 246.19(b)(1)-(6); and the agreement approved by CLHO MCH Committee on January 2001, and by CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006. The scope of this review is described in Policy 215 in the WIC Manual.

d. Reporting Obligations and Periodic Reporting Requirements. In addition to the reporting obligations set forth in Section 8 of Exhibit E of this Agreement, LPHA shall submit the following written reports to OHA:

- i. Quarterly reports on (1) the percentage of its NSA Funds used for Nutrition Education activities and (2) the percentage used for Breastfeeding education and support.
- ii. Quarterly time studies conducted in the months of October, January, April and July by all LPHA WIC staff.
- iii. Annual WIC budget projection for the following state fiscal year, due with the annual Nutrition Education Plan

e. Performance Measures.

- i. LPHA shall serve an average of greater than or equal to 97% and less than or equal to 103% of its Assigned Caseload over any twelve (12) month period.
- ii. OHA reserves the right to adjust its award of NSA Funds, based on LPHA performance in meeting or exceeding Assigned Caseload.

2. **Special Supplemental Nutrition Program for Women, Infants and Children - Farm Direct Nutrition Program (FDNP) Services.**

- a. **General Description of FDNP Services.** FDNP Services provide resources in the form of fresh, nutritious, unprepared foods (fruits and vegetables) from local farmers to women, infants, and children who are nutritionally at risk and who are WIC Participants. FDNP Services are also intended to expand the awareness, use of and sales at local farmers' markets and farm stands. FDNP Participants receive checks that can be redeemed at local farmers' markets and farm stands for Eligible Foods.
- b. **Definitions Specific to FDNP Services.** In addition to the definitions in Section 1.b. above, the following terms used in this Section 2 shall have the meanings assigned below, unless the context requires otherwise:
- i. **Eligible Foods:** Fresh, nutritious, unprepared, Locally Grown fruits, vegetables and herbs for human consumption. Foods that have been processed or prepared beyond their natural state, except for usual harvesting and cleaning processes, are not Eligible Foods. Honey, maple syrup, cider, nuts, seeds, eggs, meat, cheese and seafood are examples of foods that are not Eligible Foods.
 - ii. **Farmers' Market:** Association of local farmers who assemble at a defined location for the purpose of selling their produce directly to consumers.
 - iii. **Farmers' Market Season or Season:** June 1 – October 31.
 - iv. **Farm Stand:** A location at which a single, individual farmer sells his/her produce directly to consumers or a farmer who owns/operates such a farm stand. This is in contrast to a group or association of farmers selling their produce at a farmers' market.
 - v. **FDNP:** The WIC Farm Direct Nutrition Program authorized by section 17(m) of the Child Nutrition Act of 1966, 42 U.S.C. 1786(m), as amended by the WIC Farmers' Market Nutrition Act of 1992, Pub. L. 102-214, enacted on July 2, 1992.
 - vi. **Locally Grown Produce:** Produce grown within Oregon's borders, but may also include produce grown in areas in neighboring states adjacent to Oregon's borders.
 - vii. **Recipients:** WIC Participants who (1) are one of the following on the date of Farm Direct Nutrition Program issuance: pregnant women, Breastfeeding women, non-Breastfeeding Postpartum Women, infants 4 months of age or older and children through the end of the month they turn five years of age, and (2) have been chosen by the LPHA to receive FDNP Services.
- c. **Procedural and Operational Requirements for FDNP Services.** All FDNP Services supported in whole or in part, directly or indirectly, with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:

- i. **Staffing Requirements and Staff Qualifications.** LPHA shall have sufficient staff to ensure the effective delivery of required FDNP Services.
- ii. **General FDNP Services Requirements.** All FDNP Services must comply with all requirements as specified in OHA's Farm Direct Nutrition Program Policy and Procedures in the WIC Manual, including but not limited to the following requirements:
 - (A.) **Coupon Distribution:** OHA will deliver FDNP checks to the LPHAs who will be responsible for distribution of these checks to Recipient. Each Recipient must be issued one packet of checks after confirmation of eligibility status. The number of check packets allowed per family will be announced before each season begins.
 - (B.) **Recipient Education:** Checks must be issued in a face-to-face contact after the Recipient/guardian has received a FDNP orientation that includes Nutrition Education and information on how to shop with checks. Documentation of this education must be put in TWIST or a master file if TWIST is not available. Details of the education component can be found in the Farmers' Market Client Education Requirements Policy in the WIC Manual.
 - (C.) **Security:** Checks must be kept locked up at all times except when in use and at those times a LPHA staff person must attend the unlocked checks.
 - (D.) **Check Issuance and LPHA Responsibilities:** LPHA must document the required certification information and activities on a Participant's record in the TWIST system in accordance with the requirements set out in Policy 640 of the WIC Manual. LPHA shall follow the procedures set out in Policy 1100 of the WIC Manual to ensure compliance with the FDNP services requirements.
 - (E.) **Complaints/Abuse:** LPHA must address all Civil Rights complaints according to Policy 230, Civil Rights, in the WIC Manual. Other types of complaints must be handled by LPHA's WIC Coordinator in consultation with the State FDNP coordinator if necessary. LPHAs must record all complaints on an Oregon FDNP comment form (see Appendix B of Policy 1100 of the WIC Manual), and all originals of the completed form must be forwarded to the State FDNP Coordinator.
 - (F.) **Monitoring:** OHA will monitor the FDNP practices of LPHA. OHA will review the FDNP practices of LPHA at least once every two years. The general scope of this review is found in Policy 1100 in the WIC Manual. OHA monitoring will be conducted in accordance with 7 C.F.R. Ch. II, Part 246 and agreement approved by the CLHO MCH Committee on January 2001, and by the CLHO Executive Committee on February 2001; and re-approved as written by the CLHO MCH Committee on March 2006, and the CLHO Executive Committee on April 2006.
- iii. **Reporting Obligations and Periodic Reporting Requirements.** The reporting obligations of LPHA are set forth in the Section 8 of Exhibit E of this Agreement.

3. **Breastfeeding Peer Counseling (BFPC) Services**

- a. **General Description of BFPC Services.** The purpose of BFPC Services is to increase breastfeeding duration and exclusivity rates by providing basic Breastfeeding information, encouragement, and appropriate referral primarily during non-traditional work hours at specific intervals to pregnant and Breastfeeding women who are Participants through a Peer Counselor from the local community.
- b. **Definitions Specific to BFPC Services.**
 - i. **Peer Counselor:** A paraprofessional support person with LPHA who meets the qualifications as stated in the WIC Manual and provides basic Breastfeeding information and encouragement to pregnant women and Breastfeeding mothers who are Participants.
 - ii. **LPHA Breastfeeding Peer Counselor Coordinator or BFPC Coordinator:** An LPHA staff person who supervises (or if the governing collective bargaining agreement or local organizational structure prohibits this person from supervising staff, mentors and coaches and directs the work of) BFPC Peer Counselors and manages the delivery of the BFPC Services at the local level according to the WIC Manual.
 - iii. **State Breastfeeding Peer Counseling Project Coordinator or State BFPC Coordinator:** An OHA staff person who coordinates and implements the BFPC Services for Oregon.
 - iv. **Assigned Peer Counseling Caseload:** Assigned Peer Counseling Caseload for LPHA, which is set out in the OHA, Public Health Division financial assistance award document, is determined by OHA using the WIC Peer Counseling funding formula. (approved by CHLO MCH and CHLO Executive Committee December 2004, and re-approved as written August 2007). This Assigned Peer Counseling Caseload is used as a standard to measure LPHA's peer counseling caseload management performance and is used in determining peer counseling funding for LPHA.
 - v. **Peer Counseling Caseload:** For any month, the sum of the actual number of women assigned to an LPHA peer counselor.
- c. **Procedural and Operational Requirements of the BFPC Services.** All BFPC Services supported in whole or in part with funds provided under this Agreement must be delivered in accordance with the following procedural and operational requirements:
 - i. **Staffing Requirements and Staff Qualifications.**
 - (A.) LPHA shall provide a BFPC Coordinator who meets the qualifications set forth in the WIC Manual and who will spend an adequate number of hours per week managing the delivery of BFPC Services and supervising/mentoring/coaching the Peer Counselor(s). The average number of hours spent managing the delivery of BFPC Services will depend upon the LPHA's Assigned Peer Counseling Caseload and must be sufficient to maintain caseload requirements specified in the WIC Manual.

- (B.) LPHA shall recruit and select women from its community who meet the selection criteria in the WIC Manual to serve as Peer Counselors.

ii. **General Requirements for the BFPC Services.**

- (A.) **WIC Manual Compliance:** All BFPC Services funded under this Agreement must comply with all state and federal requirements specified in the WIC Manual and the All States Memorandum (ASM) 04-2 Breastfeeding Peer Counseling Grants/Training.
- (B.) **Confidentiality:** Each Peer Counselor shall abide by federal, state and local statutes and regulations related to confidentiality of Participant information.
- (C.) **Job Parameters and Scope of Practice:** The LPHA position description, selection requirements and scope of practice for Peer Counselor(s) shall be in accordance with the WIC Manual.
- (D.) **Required Documentation:** LPHA shall document Participant assignment to a peer counselor in TWIST. LPHA shall assure that all Peer Counselors document all contact with Participants according to the WIC Manual.
- (E.) **Referring:** LPHA shall develop and maintain a referral protocol for the Peer Counselor(s) and a list of lactation referral resources, specific to their agency and community.
- (F.) **LPHA-provided Training:** LPHA shall assure that Peer Counselors receive new employee orientation and training in their scope of practice, including elements described in the WIC Manual
- (G.) **Conference Calls:** LPHA shall assure that the BFPC Coordinator(s) participates in periodic conference calls sponsored by OHA.
- (H.) **Frequency of Contact with Participant:** LPHA shall follow the minimum requirements as stated in the WIC Manual specifying the type, the number and the timing of Participant notifications, and the number and type of interventions included in a Peer Counselor's assigned caseload.
- (I.) **Plan Development:** LPHA shall develop a plan as described in the WIC Manual to assure that the delivery of BFPC Services to Participants is not disrupted in the event of Peer Counselor attrition or long-term absence.
- (J.) **Calculation of BFPC Services Time:** LPHA staff time dedicated to providing BFPC Services shall not be included in the regular WIC quarterly time studies described in Section 1(e)(ii) above.
- (K.) **Counting of BFPC Services Expenditures:** LPHA shall not count expenditures from the BFPC Services funds towards meeting either its LPHA

breastfeeding promotion and support targets or its one-sixth Nutrition Education requirement.

(L.) **Monitoring.** OHA will do a review of BFPC Services as part of its regular WIC Services review of LPHA once every two years. OHA will conduct quarterly reviews of Peer Counseling Caseload. LPHA will cooperate with such OHA monitoring.

(M.) **Performance Measures:**

(i.) LPHA shall serve at least 97% of its Assigned Peer Counseling Caseload over any twelve-month period.

(ii.) OHA reserves the right to adjust its award of BFPC Funds, based on LPHA performance in meeting Assigned Peer Counseling Caseload.

iii. **Reporting Obligations and Periodic Reporting Requirements.** In addition to the reporting obligations set forth in Section 8 of Exhibit E of the Agreement, LPHA shall submit the following reports:

(A.) A quarterly expenditure report detailing BFPC Services expenditures approved for personal services, services and support, and capital outlay in accordance with the WIC Manual.

(B.) A quarterly activity report summarizing the BFPC Services provided by LPHA, as required by the WIC Manual

iv. **Terms Specific to BFPC Services.** OHA reserves the right to discontinue funding BFPC Services if the LPHA does not follow the requirements related to BFPC Services as stipulated in the WIC Manual.