GOVERNMENT OF GUAM

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES

DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

EDDIE BAZA CALVO
GOVERNOR

RAY TENORIO
LIEUTENANT GOVERNOR

JAMES W. GILLAN
DIRECTOR

LEO G. CASIL
DEPUTY DIRECTOR

Title	Initial	Date
AA		
MA II		
PC IV		1/12/16
BNS Administrator		1-11-16
CPHO		1/11/16
Personnel		
Business Office		
DPHSS Director		

JAN 13 2016

Press Release 2016-05

Guam WIC-Farmers Market Nutrition Program (FMNP)

The Department of Public Health and Social Services (DPHSS), Guam Special Supplemental Nutrition Program for Women, Infants, and Children – Farmers Market Nutrition Program FY 2016 State Plan is available for the general public to review and comment. The State Plan can be reviewed during the hours of 8:00-5:00 pm, Friday, January 15, 2016 at the Tiyan WIC Conference Room located at 15-6100 Mariner Avenue, Tiyan (next to Environmental Protection Agency). For additional information, contact Ms. Renee Camacho-Taitague, FMNP Coordinator at 475-0292 or Mr. David Gumataotao, FMNP Manager, at 475-0300, or fax at 477-7945.

JAMES W. GILLAN
Director

"This institution is an equal opportunity provider"

123 CHALAN KARETA, MANGILAO, GUAM 96913-6304
www.dphss.guam.gov • Ph.: 1.671.735.7102 • Fax: 1.671.734.5910

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

EDDIE BAZA CALVO
GOVERNOR

RAY TENORIO
LIEUTENANT GOVERNOR

JAMES W. GILLAN
DIRECTOR

LEO G. CASIL
DEPUTY DIRECTOR

JAN 13 2016

Press Release 2016-05

Guam WIC-Farmers Market Nutrition Program (FMNP)

The Department of Public Health and Social Services (DPHSS), Guam Special Supplemental Nutrition Program for Women, Infants, and Children – Farmers Market Nutrition Program FY 2016 State Plan is available for the general public to review and comment. The State Plan can be reviewed during the hours of 8:00-5:00 pm, Friday, January 15, 2016 at the Tiyan WIC Conference Room located at 15-6100 Mariner Avenue, Tiyan (next to Environmental Protection Agency). For additional information, contact Ms. Renee Camacho-Taitague, FMNP Coordinator at 475-0292 or Mr. David Gumataotao, FMNP Manager, at 475-0300, or fax at 477-7945.

JAMES W. GILLAN
Director

"This institution is an equal opportunity provider"

123 CHALAN KARETA, MANGILAO, GUAM 96913-6304
www.dphss.guam.gov • Ph.: 1.671.735.7102 • Fax: 1.671.734.5910

United States Department of Agriculture

Food and Nutrition Service

Western Region

90 Seventh Street
Suite #10-100
San Francisco, CA
94103

September 30, 2015

James Gillan, Director
Department of Public Health and Social Services
Government of Guam
Building 123 Chalan Kareta, Route 10
Mangilao, GU 96913-6304

Dear Mr. Gillan,

Re: Approval – Federal Fiscal Year 2016 Special Supplemental Nutrition Program for Women, Infants and Children State Plan

This letter constitutes approval of the Guam's Federal Fiscal Year (FFY) 2016 Special Supplemental Nutrition Program for Women, Infants and Children (WIC) State Plan, originally submitted July 15, 2015 (and further revised in August and September 2015). This approval applies to the required State Plan revisions submitted per the FFY 2016 State Plan Guidance (see FY 2016 WRO WIC State Plan Resource Guide, pages 4-9, 18):

Section I: FY 2016 Goals and Objectives

- FY 2016 Goals and Objectives
- Evaluation of FY 2015 Goals and Objectives
- Outline goals and objectives for electronic benefit transfer (EBT) and/or EBT implementation

Section II: Local Agency Operations (Procedure Manual)

- Outline how it will implement the revised nutrition risk criteria, as referenced in Policy Memorandum #2011-5, WIC Nutrition Risk Criteria
- Final Food Package Rule Policies and related documents
- WIC Income Eligibility Guidelines Policy Update

Section III: State-level Operations

- I. Vendor and Farmer Management
- II. Nutrition Services
- III. Information Systems
- IV. Organization and Management
- V. Nutrition Services and Administration (NSA) Expenditures
- VI. Food Funds Management
- VII. Caseload Management*
- VIII. Certification, Eligibility and Coordination of Services
- IX. Food Delivery and Food Instrument (FI) Accountability and Control
- X. Monitoring and Audits
- XI. Civil Rights

USDA is an equal opportunity provider and employer.

Please note all other documents submitted as part of the State Plan will be reviewed under separate cover.

Approval of this Plan does not constitute approval of a budget or a level of funding for FY 2016. We will notify you concerning the availability of funds as soon as information becomes available.

In FY 2016, we have identified the following FNS meetings as critical and mandatory for participation by Western Region WIC State staff:

- Two Western Region State Agency WIC Directors Meetings:
  - Phoenix, AZ - November 2015
  - San Francisco, CA – Spring/Summer 2016

- WIC EBT User Group Meeting
  - Site and date to be determined

- Western Region WIC Nutrition and/or Breastfeeding Coordinators Meeting
  - San Francisco, CA – Spring 2016

Enclosed for your records is a copy of the signed Federal-State Agreement. Please note that by signing this agreement, your State agency has committed to abide by all relevant Federal laws and regulations relating to the WIC Program, Civil Rights Compliance, and Equal Employment Opportunity.

If you have any questions, please contact Lissa Ong at 415-705-1351.

Sincerely,

Jesus Mendoza, Jr.
Regional Administrator
Food and Nutrition Service
Western Region

Enclosure

cc: Charles Morris, WIC Director (w/o enclosure)

USDA is an equal opportunity provider and employer.

OMB APPROVED NO. 0584-0332
Expiration Date: 11/30/2015

U.S. DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION SERVICE

FEDERAL-STATE SUPPLEMENTAL NUTRITION PROGRAMS AGREEMENT

For FNS Use Only
Agreement Number

Public reporting burden for this collection of information 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. **An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.** Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: U.S. Department of Agriculture, Food and Nutrition Services, Office of Research and Analysis, Room 1014, Alexandria, VA 22302 ATTN: PRA (0584-0332). Do not return the completed form to this address.

1. NAME OF STATE AGENCY	2. STATE	4. PROGRAM(S) ADMINISTERED
GUAM WIC PROGRAM Department of Public Health and Social Services Bldg. 15-6100 Mariner Avenue Tiyan-Barrigada, Guam 96913-1601	GUAM	☒ WIC
	3. EFFECTIVE DATE OCTOBER 01, 2015	☒ WIC FARMERS' MARKET NUTRITION PROGRAM ☐ SENIOR FARMERS' MARKET NUTRITION PROGRAM
	5. UNIVERSAL IDENTIFIER NUMBER(S) 855028700	

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 Parts 246, 248, and 249).

In order to effectuate the purpose of Section 17 of the Child Nutrition Act of 1996, as amended (42 U.S.C. 1786), and Section 4402 of the Farm Security and Rural Investment Act of 2002 as amended (7 U.S.C. 3007), 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), the WIC Farmers' Market Nutrition Program (FMNP), and/or the Senior Farmers' Market Nutrition Program (SFMNP) in accordance with applicable regulations (7 CFR Parts 246, 248, and 249) and any amendments thereto.

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

The State Agency further agrees to support full use of Federal funds provided to the State Agency for the administration of the WIC Program and/or the FMNP, and exclude such funds from State budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions affecting the WIC Program or the FMNP.

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 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 carrying out the WIC Program, the WIC Farmers' Market Nutrition Program, and/or the Senior Farmers' Market Nutrition Program during each such year. In any event, however, either party hereto may terminate this Agreement, by giving at least thirty days written notice.

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 gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination 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.

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 toemployees 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 noncompliance 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 24, 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.

Assurance of Drug-Free Workplace

The State agency agrees to maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D, and 7 CFR part 3021.

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 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)*
TITLE Director, Department of Public Health and Social Services	TITLE REGIONAL ADMINISTRATOR
DATE 5.29.15	DATE 9/8/15

GUAM STATE CLEARINGHOUSE

P.O. Box 2950 Hagåtna, Guam 96932
Tel: (671) 475-9380
Website: www.gsc.guam.gov
Email: clearinghouse@guam.gov

EDDIE BAZA CALVO
I Maga'låhen Guahan

RAYMOND S. TENORIO
I Segundu Na Maga'låhen Guahan

Kate G. Baltazar
Administrator

December 22, 2015

MEMORANDUM

To: **HONORABLE RAYMOND S. TENORIO,** *I Segundo Na Maga'låhen Guahan*

From: Administrator

Ref: **State Clearance Letter;** Office of the Governor's federal grant application; SAI #17011151126N

The Guam State Clearinghouse has completed the review of the Office of the Governor's federal grant application. The Guam State Clearinghouse recommends acceptance of their request for $78,911.00 from the U.S.D.A./FNS/Western Region.

The program is categorized as 10.572, funds from this grant will be used to enable the Office of the Governor to contract with the U.S.D.A./FNS/Western Region to support the Women Infant and Children (WIC) Farmer's Market Nutrition Program FY2016 State Plan on Guam. Funding under this benefit will help to provide WIC with fresh nutritional locally grown produce. The budget will be allocated to federal administrative funds, market development/technical assistance funds, and federal food funds. Personnel will be needed for vendor management, financial management, and outreach components (nutrition education workshop). A Program Coordinator II will be needed to oversee program operations to ensure clients are provided with sufficient amount of nutrients, nutritionists and nutrition assistants as well as administrative aids. Tools and supplies will be needed to maintain sufficient operations in the program; these include office equipment and agricultural development materials.

Your recommendation to *I Maga'låhen Guahan* will allow the Office of the Governor to administratively facilitate the objectives of the program upon award.

ACKNOWLEDGEMENT

/ /Accepted and approved for recommendation to I Maga'låhen Guahan

/ /Disapproved and returned to applicant

RAYMOND S. TENORIO
I Segundu Na Maga'låhen Guåhan

GUAM STATE CLEARINGHOUSE

P.O. Box 2950 Hagåtna, Guam 96932
Tel: (671) 475-9380
Website: www.gsc.guam.gov
Email: clearinghouse@guam.gov

EDDIE BAZA CALVO
I Maga'låhen Guahan

RAYMOND S. TENORIO
I Segundu Na Maga'låhen Guahan

Kate G. Baltazar
Administrator

Honorable Eddie Baza Calvo
Maga'låhen Guåhan
Office of the Governor
P.O. Box 2950
Hagåtna, Guam 96932

Ref: State Clearance Letter; Guam State Clearinghouse area wide review and recommendation of the Department of Public Health and Social Services federal grant application; SAI # 17011151126N

Hafa Adai Maga'låhi:

The Guam State Clearinghouse has completed the area wide review of the Department of Public Health and Social Services federal grant application. The Guam State Clearinghouse recommends acceptance of DPHSS's request for the *Women Infants and Children (WIC) Farmer's Market Nutrition Program* for $78,911.00 in federal funds from the U.S.D.A./FNS/Western Region.

As a condition of your action, the agency by direction of this instrument, covenants their compliance consistent with federal and local laws and regulations; program, financial and procurement requirements; and requirements annotated within submitted agency area wide review responses in accordance with Presidential Executive Order 12372.

Please review the enclosure prepared by the Guam State Clearinghouse in determining your acceptance of this application for the Territory.

Dångkolo Na Si Yu'os Ma'åse',

RAYMOND S. TENORIO
I Segundu Na Maga'låhen Guåhan

ACKNOWLEDGEMENT

Agency: Department of Public Health and Social Services

CFDA Number: 10.572

Federal Grantor: U.S.D.A/FNS/Western Region

Federal Grant: Women Infants and Children (WIC) Farmer's Market Nutrition Program FY2016 State Plan

Details: Funding under this benefit will help to provide WIC with fresh nutritional locally grown produce. The budget will be allocated to federal administrative funds, market development/technical assistance funds, and federal food funds. Personnel will be needed for vendor management, financial management, and outreach components (nutrition education workshop). A Program Coordinator II will be needed to oversee program operations to ensure clients are provided with sufficient amount of nutrients, nutritionists and nutrition assistants as well as administrative aids. Tools and supplies will be needed to maintain sufficient operations in the program; these include office equipment and agricultural development materials.

Start Date: 03/01/2016

End Date: 09/30/2016

Local Amount: $0.00
Other: $0.00

Federal Amount: $78,911.00
Other: $0.00
Total: $78,911.00

/X/ Accepted and approved

/ / Disapproved

EDDIE BAZA CALVO
I Maga'låhen Guåhan

12/23/15
Date

Eddie Baza Calvo
Governor of Guam

Ray Tenorio
Lieutenant Governor

BUREAU OF STATISTICS & PLANS
SAGAN PLANU SIHA YAN EMFOTMASION
Government of Guam
P.O. Box 2950 Hagåtña, Guam 96932
Tel: (671) 472-4201/3
Fax: (671) 477-1812

William M. Castro
Director

James T. McDonald
Deputy Director

DEC 03 2015

Memorandum

To: Administrator, Guam State Clearinghouse

From: Director, Bureau of Statistics and Plans

Subject: **Project/ Program Title:** Women Infants and Children (WIC) Farmer's Market Nutrition Program
GSC SAI Identification No.: 17011151126N

Håfa Adai! The Bureau of Statistics and Plans has completed its review of the Women Infants and Children (WIC) Farmer's Market Nutrition submitted by the Guam Department of Public Health & Social Services for $78,911 in federal funds from the U.S. Department of Agriculture, Food and Nutrition Service.

The objective of the program is to provide fresh, nutritious, unprepared, locally grown fruits and vegetables from farmers markets to women, infants, and children who participate in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC); and to expand the awareness and use of farmers' markets and increase sales at such markets.

The Department of Health and Social Services provides assistance to over 7,000 women, infants, and children to the age of five under the WIC Program. To continue to support and provide healthy living services to this segment of the population, DPHSS will use over 3,274 FMNP coupons to every women and child to redeem for fresh produce at authorized farmers' market sites and roadside stands. Through the FMNP, DPHSS aims to: 1) improve the nutritional health status of the WIC-eligible population; 2) educate participants in the effort to initiate changes in food consumption habits toward more nutritionally adequate diets within the bounds of the family's limited resources; 3) provide breast feeding support and promotion; and 4) provide information on community resources that will assist in improving an individual's or family's health status and make referrals to those services.

The Bureau anticipates no problems with the grant application and finds it to be appropriate and consistent with Guam's policy in advocating healthy and nutritious living to women, infants and children during critical times of growth and development in order to prevent the occurrence of serious health care issues. Therefore, the Bureau recommends Guam State Clearinghouse approval. *Si Yu'os Ma'åse'.*

WILLIAM M. CASTRO

RECEIVED
12/04/15 mf 9:10am

GUAM STATE CLEARINGHOUSE

GUAM STATE CLEARINGHOUSE

P.O. Box 2950 Hagåtna, Guam 96932
Tel: (671) 475-9380
Website: www.gsc.guam.gov
Email: clearinghouse@guam.gov

EDDIE BAZA CALVO
I Maga'låhen Guahan

RAY TENORIO
I Segundu Na Maga'låhen Guahan

Kate G. Baltazar
Administrator

November 25, 2015

William Castro
Director
Bureau of Statistics and Plans
P.O. Box 2950
Hagåtña, Guåhan 96910

Ref: Bureau of Statistics & Plans; SAI# 17011151126N

Hafa Adai Director,

This letter is to respectfully notify you the Guam State Clearinghouse (GSC) has received a federal grant application from the Bureau of Statistics & Plans, Socio-Economic Planning Program. The GSC has accepted the application, assigned the State Application Identifier (SAI) 17011151126N and has initiated the process for an area wide review. An abstract of the project is provided below.

Grantor: U.S.D.A/FNS/Western Region

Grant Title/
Project Title: Women Infants and Children (WIC) Farmer's Market Nutrition Program

Details: Funding under this benefit will help to provide WIC with fresh nutritional locally grown produce. The budget will be allocated to federal administrative funds, market development/technical assistance funds, and federal food funds. Personnel will be needed for vendor management, financial management, and outreach components (nutrition education workshop). A program coordinator II will be needed to oversee program operations. To ensure clients are provided with sufficient amount of nutrients, nutritionists and nutrition assistants are needed as well as administrative aids. Tools and supplies will be needed to maintain sufficient operations in the program; these include office equipment and agricultural development materials.

Start Date: 03/01/2016
End Date: 09/30/2016
Federal Grant: $78,911.00

GSC conducts area wide reviews and solicits comments through electronic communication and this notice is sent to you as a part of the review process. A digital copy of the grant proposal is attached for your perusal. Please submit any comments you may have pertaining to this proposal to Melissa Tayama by **December 04, 2015 10 a.m.** via email at melissa.tayama@guam.gov.

Dangkolo Na Si Yu'os Ma'åse',

Kate G. Baltazar

Kate G. Baltazar

BUREAU OF BUDGET & MANAGEMENT RESEARCH

OFFICE OF THE GOVERNOR
Post Office Box 2950, Hagåtña Guam 96932

EDDIE BAZA CALVO
GOVERNOR

RAY TENORIO
LIEUTENANT GOVERNOR

JOSE S. CALVO
ACTING DIRECTOR

LESTER L. CARLSON, JR.
DEPUTY DIRECTOR

DEC 21 2015

BBMR C-3

MEMORANDUM

To: **Administrator, Guam State Clearinghouse**

From: **Director, Bureau of Budget and Management Research**

Subject: **GSC State Application Identification (SAI) No. 17011151126N: Farmers' Market Nutrition Program; CFDA No.: 10.572**

I. Programmatic Impact

(a) **Briefly discuss the objective of the request**. The Guam WIC Farmer's Market Nutrition Program (FMNP) seeks to accomplish two objectives. The first objective is to provide resources to women and chlidren, who are nutritionally at risk, in the availabilityof fresh nutritiously unprepared foods from farmers markets and roadside stands in the community. The second other objective is to provide information that would expand the awareness and use of farmers markets and roadside stands as a means to increase sales at such sites.

(b) **Is the objective consistent with Guam's Master Plans or rules, regulations or laws? If not, please explain.** The program is consistent with the strategic goals of the Department of Public Health & Social Services. Therefore, this program continues to contribute to the overall health and nutritional plans provided by DPHSS and other service providers in the community.

(c) **Is the application for**

[ ] New Grant / Program
[x] Continuing Grant / Program
[ ] Modification
[ ] Loan Application
[ ] Intent to apply
[ ] Other (specify)

(d) **If the program is continuing, has there been an evaluation on the previous Program years? If yes, was the evaluation positive or negative?** Such program evaluation is unavailable at this time.

(e) **Does the application duplicate existing programs?** No. This program has continued to augument other similar nutritional programs within the community.

(f) **Is / Are the Grant Application form(s) properly filled? If not, please explain.** No. A copy of Standard Form FNS 339, which is used in lieu of Standard Form 424, was not included in the grant application package.

(g) **Who is to be served? How many people?** Approximately 3,601women and children will benefit in FY 2016.

II. **Funding Impact**:

(a) **Local:** $0 **Federal:** $78,911
In-kind: $0 **Funding Ratio:** 100% [1]

1/ Normally, a 70%/30% local match is required; but, DPHSS elected the waiver of the local match pursuant to 48 USC, Subsection 1469A.

(b) **Does the application have a budget breakdown?** Yes.

(c) **Does the application have an indirect cost computation**? No.

(d) **Is the budget computation correct? Is the computation consistent with local prevailing rates?** Yes.

(e) **The method of funding is:**
[x] Request for Advance / Reimbursement (SF270)
[ ] Single Letter of Credit (SLOC)
[ ] Treasury Check
[ ] Other (specify)

Is the department current in its expenditure reporting? [x] Yes [ ] No [ ] N/A

(f) **Are the salary levels of the position(s) being requested consistent with the Civil Service Compensation plan**? Not applicable

III. **Other Remarks:**

A copy of Standard Form FNS 339 and appropriate grant certications not included with grant package. Indirect cost was not included.

IV: **Recommendation**:
[ ] **Approval**
[ ] **Disapproval (see item III)**
[x] **Approval with noted concerns (see Item III)**
[ ] **Conditional approval (see item III)**

JOSE S. CALVO

ORIGINAL

GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT

EDDIE BAZA CALVO
GOVERNOR

RAY TENORIO
LIEUTENANT GOVERNOR

JAMES W. GILLAN
DIRECTOR

NOV 2 0 2015

LEO G. CASIL
DEPUTY DIRECTOR

MEMORANDUM

To: Administrator, Guam State Clearinghouse

From: Director, Department of Public Health and Social Services

Subject: Review of the Guam WIC Farmer's Market Nutrition Program FY 2016 State Plan

Submitted herewith are state plan documents of the above subject matter. The Guam WIC Farmer's Market Nutrition Program (FMNP) initially received approval from the United States Department of Agriculture on January 29, 1999 however; funding was not approved until April 21, of the same year.

The objectives of the FMNP are: 1) To provide resources to women and children who are Nutritionally at risk in the forms of fresh, nutritious, unprepared foods (such as vegetables and fruits) from farmers markets and roadside stands; and 2) To expand the awareness and use of farmers markets and roadside stands and increase sales at such markets and stands.

The program served about 3,274 clients (women and children) in FY 2015 and expects to serve approximately 3,601 plus in FY 2016.

Please note that the Program is 70% - 30%, federal/local funding match, however, pursuant to 48 USC, subsection 1469A; Guam receives a waiver since the total funding received for this program is less than $200,000.00. See attached waiver.

Due to compelling priorities our Federal grantor, Western Region Office, Food and Nutrition Services has granted us an extension by November 20, 2016.

Should you desire additional information, please direct them to Mr. David Gumataotao, Program Coordinator IV, at 475-0300.

JAMES W. GILLAN

GUAM STATE CLEARINGHOUSE
RECEIVED
11/24/15
2:00

123 CHALAN KARETA, MANGILAO, GUAM 96913-6304
www.dphss.guam.gov • Ph.: 1.671.735.7102 • Fax: 1.671.734.5910

GUAM STATE CLEARINGHOUSE

P.O. Box 2950 Hagåtna, Guam 96932
Tel: (671) 475-9380
Website: www.guamclearinghouse.com
Email: clearinghouse@guam.gov

EDWARD J.B. CALVO
I Maga'låhen Guahan

RAYMOND S. TENORIO
I Segundu Na Maga'låhen Guahan

Grant Project Application
Notice of Intent to Apply for Federal Assistance

GSC FORM REVISED 03/21/2012

Guam State Clearinghouse Use Only	
Date Received:	11/24/2015 13:00
Received By:	
SAI Number:	1701151176N

Type of Application ☐ New Grant* ☐ Continuing Grant** ☒ Supplemental Grant** ☐ Other*

A.) DUNS Number: 855028700

B.) Date:

C.) Applicant/Department Name: Public Health & Social Services

D.) Division: Public Health

E.) Applicant Address: 15-6100 Mariner Avenue, Barrigada, Guam 96913-1601

F.) Applicant/Department Point of Contact Information

Contact Person Name: David S.N. Gumataotao

Phone Number: 671-475-0300

E-mail Address: david.gumataotao@dphss.guam.gov

G.) Due Date to Federal Agency:

H.) Federal Funds

a.) Grant: $ 78,911.00(estimated)

b.) Other:

I.) Non-Federal, Matching Funds

a.) Local: 0

b.) In-Kind: 0

c.) Other: 0

J.) TOTAL FUNDS: $78, 911.00 (estimated)

K.) CFDA/Federal Program Name: CFDA 10.572/USDA/FNS/WIC Farmers' Market Nutrition Program (FMNP)

L.) Federal Agency Name: U.S.D.A. /FNS/Western Region

M.) Federal Agency Address: 90th Seventh St., Suite # 10-100, San Francisco, California 94103

** Proceed to Question Section O.*
***Proceed to Section N - ONLY APPLICABLE TO CONTINUING AND SUPPLEMENTAL GRANTS.*

(a) Any department or agency of the Government of the United States which administers any Act of Congress which specifically provides for making grants to any insular Area under which payments received may be used by such insular Area only for certain specified purposes (other than direct payments to classes of individuals) may, acting through appropriate administrative authorities of such department or agency, consolidate any or all grants made to such area for any fiscal year or years.
(b) Any consolidated grant for any insular area shall not be less than the sum of all grants which such area would otherwise be entitled to receive for such year.
(c) The funds received under a consolidated grant shall be expended in furtherance of the programs and purposes authorized for any of the grants which are being consolidated, which are authorized under any of the Acts administered by the department or agency making the grant, and which would be applicable to grants for such programs and purposes in the absence of the consolidation, but the insular Areas shall determine the proportion of the funds granted which shall be allocated to such programs and purposes.
(d) Each department or agency making grants-in-aid shall, by regulations published in the Federal Register, provide the method by which any insular Area may submit
(I) a single application for a consolidated grant for any fiscal year period, but not more than one such application for a consolidated grant shall be required by any department or agency unless notice of such requirement is transmitted to the appropriate committees of the United States Congress together with a complete explanation of the necessity for requiring such additional applications and
(II) a single report to such department or agency with respect to each such consolidated grant: Provided, That nothing in this paragraph shall preclude such department or agency from providing adequate procedures for accounting, auditing, evaluating, and reviewing any programs or activities receiving benefits from any consolidated grant. The administering authority of any department or agency, in its discretion, may
(I) waive any requirement for matching funds otherwise required by law to be provided by the insular Area involved and
(II) waive the requirement that any insular Area submit an application or report in writing with respect to any consolidated grant.

Source
(Pub. L. 95-134, title V, § 501,Oct. 15, 1977, 91 Stat. 1164; Pub. L. 95-348, § 9,Aug. 18, 1978, 92 Stat. 495.)
Amendment of Subsection (d)

Pub. L. 96-205, title VI, § 601,Mar. 12, 1980, 94 Stat. 90, as amended Pub. L. 98-213, § 6,Dec. 8, 1983, 97 Stat. 1460; Pub. L. 98-454, title VI, § 601(b),Oct. 5, 1984, 98 Stat. 1736, provided that this section shall be applied with respect to the Department of the Interior by substituting "shall" for "may" in the last sentence of subsection (d), and adding the following sentence at the end of subsection (d): "Notwithstanding any other provision of law, in the case of American Samoa, Guam, the Virgin Islands, and the Northern Mariana Islands any department or agency shall waive any requirement for local matching funds under $200,000 (including in-kind contributions) required by law to be provided by American Samoa, Guam, the Virgin Islands, or the Northern Mariana Islands."
Amendments

1978—Pub. L. 95-348, § 9(1), in introductory provision inserted ", notwithstanding any provision of law to the contrary," after "Congress".
Subsec. (a). Pub. L. 95-348, § 9(2), substituted "Any" for "Notwithstanding any provision of law to the contrary, any".
Termination of Trust Territory of the Pacific Islands

For termination of Trust Territory of the Pacific Islands, see note set out preceding section 1681 of this title.
Maintenance or Level of Effort Requirements; Adjustment or Modification by Administrator of Environmental Protection Agency

Pub. L. 99-396, § 12(a),Aug. 27, 1986, 100 Stat. 841, provided that: "In awarding assistance grants, consolidated under the provisions of title V of the Act entitled 'An Act to authorize certain appropriations for the territories of the United States, to amend certain Acts related thereto, and for other purposes' (91 Stat. 1159, as amended) [42 U.S.C. 4368b; 48 U.S.C. 1469a], to the Trust Territory of the Pacific Islands, American Samoa, Guam, the Northern Mariana Islands or the Virgin Islands, the Administrator of the Environmental Protection Agency may, in his discretion, adjust or otherwise modify maintenance or level of effort requirements."

The table below lists the classification updates, since Jan. 3, 2012, for this section. Updates to a broader range of sections may be found at the update page for containing chapter, title, etc.

The most recent Classification Table update that we have noticed was **Tuesday, October 23, 2012**

An empty table indicates that we see no relevant changes listed in the classification tables. If you suspect that our system may be missing something, please double-check with the Office of the Law Revision Counsel.

How To Use

48 USC § 1469A (Insular Areas)

FORM APPROVED OMB NO. 0584-0332

UNITED STATES DEPARTMENT OF AGRICULTURE
FOOD AND NUTRITION SERVICE

FEDERAL - STATE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM AGREEMENT

For FNS Use Only
Agreement Number

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.

1. NAME OF STATE AGENCY	2. STATE	4. PROGRAMS ADMINISTERED
Guam WIC Program Department of Public Health & Social Services Bldg. 15-6100 Mariner Avenue Tiyan-Barrigada, Guam 96913-1601	GUAM	[XX] WIC [XX] WIC FARMERS' MARKET NUTRITION PROGRAM [ ] SENIOR FARMERS' MARKET NUTRITION PROGRAM
	3. EFFECTIVE DATE OCTOBER 1, 2015	
	5. UNIVERSAL IDENTIFIER NUMBER 855028700	

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).

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 noncompliance 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 subcontract 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.

Assurance of Drug-Free Workplace

The State agency agrees to maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D, and 7 CFR part 3021.

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 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)*
TITLE Director, Department of Public Health & Social Services	TITLE
DATE 11-20-15	DATE

United States Department of Agriculture

Food and Nutrition Service

Western Region

90 Seventh Street
Suite #10-100
San Francisco, CA
94103

September 30, 2015

James Gillan, Director
Department of Public Health and Social Services
Government of Guam
Building 123 Chalan Kareta, Route 10
Mangilao, GU 96913-6304

Dear Mr. Gillan,

Re: Approval – Federal Fiscal Year 2016 Special Supplemental Nutrition Program for Women, Infants and Children State Plan

This letter constitutes approval of the Guam's Federal Fiscal Year (FFY) 2016 Special Supplemental Nutrition Program for Women, Infants and Children (WIC) State Plan, originally submitted July 15, 2015 (and further revised in August and September 2015). This approval applies to the required State Plan revisions submitted per the FFY 2016 State Plan Guidance (see FY 2016 WRO WIC State Plan Resource Guide, pages 4-9, 18):

Section I: FY 2016 Goals and Objectives

- FY 2016 Goals and Objectives
- Evaluation of FY 2015 Goals and Objectives
- Outline goals and objectives for electronic benefit transfer (EBT) and/or EBT implementation

Section II: Local Agency Operations (Procedure Manual)

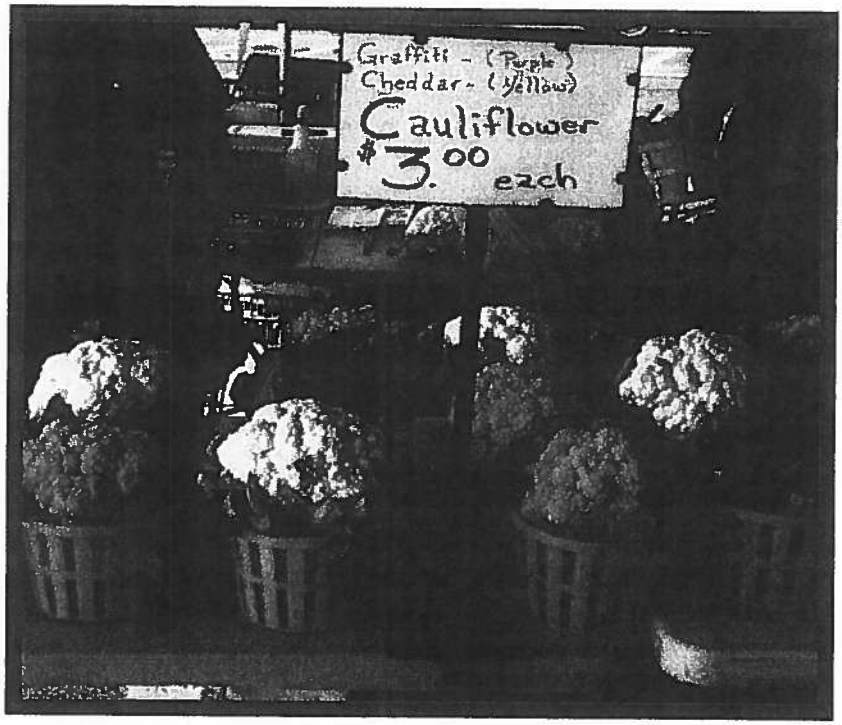
- Outline how it will implement the revised nutrition risk criteria, as referenced in Policy Memorandum #2011-5, WIC Nutrition Risk Criteria
- Final Food Package Rule Policies and related documents
- WIC Income Eligibility Guidelines Policy Update

Section III: State-level Operations

- I. Vendor and Farmer Management
- II. Nutrition Services
- III. Information Systems
- IV. Organization and Management
- V. Nutrition Services and Administration (NSA) Expenditures
- VI. Food Funds Management
- VII. Caseload Management*
- VIII. Certification, Eligibility and Coordination of Services
- IX. Food Delivery and Food Instrument (FI) Accountability and Control
- X. Monitoring and Audits
- XI. Civil Rights

USDA is an equal opportunity provider and employer.

WIC Farmers' Market Nutrition Program



FY 2016 Updated State Plan Information for

GUAM WIC DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES

WIC FARMERS' MARKET NUTRITION PROGRAM
Updated State Plan Information
Fiscal Year 2016

At a minimum, each State agency must provide the following information to the appropriate FNS Regional Office annually. Even if all other items have remained unchanged, State agencies must complete this section of the Guidance, including the **budget pages.** Any State agency interested in receiving expansion funds, should such funds become available during FY 2016, must also complete the **Request for Expansion Funds** pages.

State Agency: GUAM

FMNP Recipient Estimates:

A. Please summarize the previous Fiscal Year results: number of FMNP recipients (those issued FMNP checks, coupons, EBT cards) served with FMNP Federal and State funds in FY **2015** (previously participating fiscal year): 3,274

B. Please provide estimates for the current 2016 Fiscal Year: 3,601

1. Estimated number of FMNP recipients to be served with FMNP Federal and State agency funds in FY 2016:

(Excluding Expansion)		(Including Expansion Request, if any)
358	Pregnant women	432
323	Breastfeeding women	360
354	Postpartum women	360
0	Infants (over 4 months of age)	0
2,219	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)	2,449
0	Other designation (e.g., only Priority I pregnant or breastfeeding women)	0
3,274	Total	3,601

2. Indicate (X) the basis on which FMNP benefits will be issued to eligible recipients:

   ☒ Individuals ☐ Households

3. The Federal benefit amount that each FMNP recipient/household will receive in FY 2016 is lowest $20.00 and the highest is $20.00. If the State agency uses varying benefit amounts, please list all of the new benefit levels, indicating the recipient categories affected. N/A

   Is this benefit level a change from last year? ☐Yes ☒ No

   (**Please note:** Federal regulations at §248.8(b) state that the value of the Federal FMNP benefit received by each recipient, or by each family within a household in those States which elect to issue benefits on a household basis under §248.6(c), may not be less than $10 per year or more than $30 per year.)

4. Do you plan to use non-Federal funds to provide FMNP benefits to non-WIC recipients?

   ☒ No ☐ Yes; if YES, please describe this caseload; include the name(s) of the program(s) and the sources of non-Federal funds: N/A

5. If fruits, vegetables, and/or fresh herbs have been **added** to/or **deleted** from the State agency's list of eligible foods for FY **2016**, list (or attach a list of) those items. See Appendix G, FMNP List of Eligible Fruits, Vegetables and Fresh Herbs

6. Proposed months of Program operation: April 1, 2016 through September 30, 2016

7. Proposed months of FMNP coupon issuance: April 1, 2016 through September 10, 2016

8. Proposed months of FMNP benefit usage by participants: April 1, 2016 through September 16, 2016

9. Are tokens used at authorized farmers' markets? Yes ☐No ☒If Yes, please describe how they are used in the market. _____

10. Are all participants provided with a receipt? Yes ☐ No ☒ If No, please describe the procedure in more detail. _____

11. Are any markets authorized to accept Cash Value Vouchers (CVV's)? Yes ☒ No ☐ If Yes: Statewide ☒ or Certain Areas ☐

12. Indicate the total number of local agencies serving FMNP recipients, and the numbers of farmers, farmers' markets, and/or roadside stands authorized. Also

indicate review activity below:

State Agency: GUAM

New Fiscal Year: 2016

5	Total # of Local Agencies
5	# of local agencies to be reviewed (all participating agencies reviewed by State agency staff at least once every two years)
5	# of local agencies to be reviewed
12	Total # of Farmers Markets Authorized
6	# of markets to be reviewed (minimum of 10%)
18	# of Farmers authorized
9	# of farmers to be reviewed (minimum of 10%)
6	# of Roadside stands authorized
3	# of Roadside stands to be reviewed (minimum of 10%)

Previous Fiscal Year: 2015

5	Total # Local Agencies
3	# of local agencies reviewed
12	Total # Farmers Markets Authorized
4	# of markets reviewed
18	Total # Farmers authorized
6	# of farmers reviewed
6	Total # Roadside stands authorized
2	# of Roadside stands reviewed

11. Briefly summarize key findings and corrective actions taken as the result of local agency reviews.

The observation of the local agency review for the WIC Clinics in Dededo, Mangilao, Tiyan, Santa Rita and Inarajan concluded that the Nutrition Assistants are providing proper dissemination of FMNP information to the participants. Once again, as a result, the positive interactions with the farmers markets and roadside stands continue to help communities reconnect with our Guamanian roots and revitalize the local farm scene.

Funding Information: State Agency: GUAM

12. Is the State agency requesting expansion funds?

☒ No ☐ Yes

If **yes**, attach Expansion Request and list amount here: $____

13. Is the State agency applying to use (not more than) 2 percent of its total program

funds for market development and/or technical assistance in FY 2016?

☐ No ☒ Yes

If **yes**, provide the justification for requesting market development or technical assistance funds, meeting the criteria set forth in §248.14(h) of the Federal FMNP regulations. Include a detailed description of how the State agency plans to promote the development of farmers' markets. To conduct educational outreach promotion to encourage more local farmers to participate in the WIC FMNP through the use of media (radio and newspaper) and posters which will be posted in the village community centers, government agencies and universities.

15. Describe the source(s) and amounts the State agency intends to use to meet the minimum **30 percent State/ITO match requirement** for the FMNP, which will be $ N/A for your State/ITO in FY **2016** based on the Federal Funds Request and State/ITO Matching Funds worksheet on page 31, per §248.14(a)(i-ii) (**Please note that the 30 percent minimum match requirement applies only to the total administrative cost of the program, although the State agency may meet this match requirement with State/ITO, local, or private funds provided for food as well as administrative costs):**

Type	Source	Amount
State/ITO and local funds		$
Private funds		$
In-kind Contributions		$
Similar Programs		$
Program Income		$
		Total: $

State/ITO and local funds. If available, attach documentation, such as a copy of appropriations legislation, budget page containing this line item, etc.

Private Funds. 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's minimum 30 percent matching requirement will be met through in-kind contributions, describe the in-kind contribution, its value, and how the value was determined, including any supporting documentation.

Similar Programs. Include the title of the program, the source of funding and a brief description of how the program operates. Federal funds provided for SFMNP, any other FNS program, or any other Federal program (e.g., Specialty Crop or Farmers' Market Promotion Program grants awarded by USDA's Agricultural Marketing Service) **cannot** be used as a match source for the FMNP.

Program Income. Describe type and source. (More specific information can be found in Policy Memorandum #2005-3) Not applicable to Guam. The 30 percent cash match does not apply as long as Guam's distribution amount is less than $200,000 as amended in the Subsection (d). of 48 USC Section 1469a states: "Notwithstanding any other provision of law in the case of American Samoa, Guam, the Virgin Islands, and the Mariana Islands, any department or agency shall waive any requirement for local matching funds under A$200,000 (including in-kind contributions) required by law to be provided by American Samoa, Guam, the Virgin Islands and the Northern Mariana Islands."

Reminder to Current FMNP State agencies:

In addition to the Updated State Plan section just completed, the following documents must also be provided to FNS before the FMNP State Plan can be approved for FY 2016:

a. FY 2016 Estimated Federal Budget Summary;

b. Expansion Request for those State agencies requesting expansion funds;

c. Using the Appendices lettering/numbering system shown below, a description of any other procedural changes or amendments to the State Plan that have occurred since the previous State Plan submission and approval by FNS, such as a change in the benefit level, new months of program operation, the numbers and addresses of new farmers' markets, roadside stands, CSA programs, and/or local agencies, and a new map showing the location of these new outlets or facilities; and

d. Federal-State Supplemental Nutrition Programs Agreement (FNS-339).

Include all of your Appendices here. Please identify clearly any pages according to the lettering system used in this format.

Required Appendices

A. Federal-State Supplemental Nutrition Programs Agreement (FNS-339)
B. Job Descriptions
C. Copies of signed agreements between the State Agency and another State Agency (delineating the functions to be performed)
D. Copies of cooperative agreements with other entities for authorizing and/or training farmers, farmers' markets, and roadside stands (if applicable)
E. Supporting documentation for State, private, in-kind, or similar program funding (if applicable)
F. Instructions to recipients, including rights and responsibilities
G. List of fruits, vegetables and/or fresh herbs that are eligible in the program
H. Samples of reporting forms for record keeping (if available)
I. Copy of the log or other forms used to record and report coupon issuance and inventory
J. Facsimile of the FMNP coupon, check or EBT card
K. Map outlining service areas and proximity of farmers' markets, and/or roadside stands, from the prior year's operation to WIC clinics
L. List of criteria used to authorize farmers' markets
M. List of criteria used to authorize farmers
N. List of criteria used to authorize roadside stands
O. Copy of prototype agreements for farmers, markets, associations, and roadside stands (if applicable)
P. Training materials for farmers, markets, and roadside stands (if applicable)
Q. State agency's monitoring tool(s) to review farmers, farmers' markets, and roadside stands
R. Sample State-wide application form
S. Sample notification of client ineligibility
T. State agency's monitoring tool to review local agencies/clinics

Please list any other attachments or appendices: _____

State Agency: STATE Universal Identifier 56565

I. FY 2016 FMNP ESTIMATED FEDERAL BUDGET SUMMARY

1. Total Federal Funds Requested *(Prior Year's Total Federal Grant or Less):*	$78,911.00	$78,911.00
2. Plus: Expansion Funds requested (if any):	N/A	N/A
(Include expansion funds in calculation of requested funds)		
3. Less: Federal Administrative Funds at 17% of total:	$13,415.00	
4. Less: Market Development/Technical Assistance Funds *(up to 2% of total):*		$1,578.00
5. Federal Foods Funds:		
a. 83% *(total without market Development funds request):*	65,496.00	
OR		
b. 81% (*total with market development funds request):*		$63,918.00

II. FY 2016 FMNP ADMINISTRATIVE BUDGET ESTIMATE

Coupon Management	Market Management	Nutrition Education	Financial Management	Total @ 17%
$4,695.00	$1,610.00	$2,281.00	$4,829.00	$13,415.00
35%	12%	17%	36%	100%

Coupon Management	Market Management	Nutrition Education	Financial Management	Total @ 19%
$5,248.00	$1,799.00	$2,549.00	$5,397.00	$14,993.00
35%	12%	17%	36%	100%

Coupon Management: Pricing and reconciling/issuing checks, coupons and EBT cards to recipients, and instructing recipients on the purpose of the program and their proper use.

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

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.

IV. FY 2016 FMNP FEDERAL FOOD FUND REQUEST BASED ON A UNIFORM BENEFIT LEVEL

This worksheet estimates the number of recipients that can be supported with the Federal funds requested, when each category of recipient (i.e., women, infants, and children) will receive the same benefit level:

1. Total Federal Funds Requested (Prior Year's Total Federal Grant or Less):			**$78,911.00**
2. Percent of Total Federal Funds Available for Food:	**x .83**	**or**	**x.81**
3. Available Food Funds:	$65,496.13		**$63,918.00**
	Divided by		Divided by
4. Proposed Federal Food Benefit Level Minimum $10; Maximum $30	$20.00		$20.00
5. Total Projected Federal Caseload:	**$3,274.00**		**$3,195.00**

V. FY 2016 FMNP FEDERAL FOOD FUNDS REQUEST BASED ON VARYING BENEFIT LEVELS

when one or more of the recipient categories (woman, infants and children receives a benefit level different from the other categories:

1. Total Federal Funds Requested (Prior Year's Total Federal Grant or Less):			$0.00
2. Percent of Total Federal Funds Available for Food:	x .83	or	x.81
3. Available Food Funds:	$0.00		$0.00

	CATEGORY I (specify)	CATEGORY II (specify)	CATEGORY III (specify)
4. Number of Proposed Program Recipients by Category	0	0	0
	X	**X**	**X**
5. Proposed food benefit level:	$0.00	$0.00	$0.00
6. Total per category =	0	0	0

7. Add together the total of Lines 6, which must be equal to or be less than the total available Federal food funds in line 3:

CATEGORY I		CATEGORY II		CATEGORY III	**Grand Total**
0	+	0	+	0	**$0.00**

2016 Guam Farmers Market Nutrition Program
Index of Revision

FMNP Participant Estimates- Page 14-Letter A-Updated total recipient numbers for 2015 (previously participating fiscal year) 3,274: Letter B-updated fiscal year from 2015 to 2016; Letter B-1-updated all participant numbers in each category and total;

Page 15- B6-updated April 1, 2016 to September 30, 2016 to April 1, 2016 to September 30, 2016; B7-updated April 1, 2016 to September 15, 2016 to April 1, 2016 to September 10, 2016; B8-updated April 1, 2016 to September15, 2016 to April 1, 2016 to September 15, 2016
Pages 15-16-Number 12-Updated number of farmers, farmers markets and roadside stands for FY' 2016 and figures for FY'2015.

Appendices

1. Appendix A-Federal State Agreement Special Supplemental Food Program Agreement-updated effective date to October 1, 2016 and Universal Identifier Number.

2. Appendix B-Guam WIC Bureau of Nutrition Services (BNS)-updated Guam WIC BNS Organizational Chart effective November 3, 2015.

3. Appendix C-WIC State Agency Contract-Arizona WIC Agreement between state agencies; Updated year from "2015" to "2016"

4. Appendix D-FMNP Cooperative Agreements-Department of Agriculture and University of Guam-Expanded Food and Nutrition Education Program-updated and inserted "FY'2016" (Top of Page).

5. Appendix F-2016 FMNP Participants Rights and Responsibilities(Information Chart)-updated the list of FMNP authorized farmers and cite FMNP coupons must be used by September 15, 2016(located on the bottom middle columns on both pages).

6. Appendix G-FMNP list of eligible fruits, vegetables and/or fresh herbs; Pages 1 and 2-Updated year from "2015" to "2016"; Page 2-Updated date from "September 15, 2015" to "September 16, 2016"

7. Appendix J-Facsimile of 2016 FMNP Coupon-updated fiscal year from "2015" to" 2016"

8. Appendix L-Criteria for Farmers' Markets-updated fiscal year from "2015" to" 2016"

9. Appendix M-Criteria for Individual Farmers-updated fiscal year from "2015" to "2016"

10. Appendix N-Criteria for Roadside Stands/Farm Stands-updated fiscal year from "2015" to "2016"

11. Appendix O-Farmer Participation Agreement-Changed name from "Payable Through FSMC, An Affiliate of Security State Bank Howard Lake, MN 55349 Account# 803823" to "Payable Through SOLUTRAN, Citizen Alliance Bank, Howard Lake Branch Clara City, MB 56222 ACCT 803823 75-1248/919" on preceding pages with every CVV and Farmer coupon; Page 4 of 13, number 24-changed $8 CVV amount to $11 and $10.50 amount to $13.50. Page 10 of 13 D-Term-updated the agreement date from "April 1, 2014 and end on November 30, 2017" to April 1, 2016 and end on November 30, 2018." Page 13 of 13-changed signature for Bureau of Budget and Management Research Director from Anthony C. Blaz to "Jose S. Calvo"

12. Appendix P-1, Training Presentation-Pages 1, 12, 13, 28, 36, 39, 41, 43, 54, and 63-Updated year from "2015" to "2016" and also updated the amount from "$10" to "$11" Pages 29, 30, 32, 33, 35, 38, 40, 42, 53 and 62-Updated year from "2015" to "2016" Page 14-Changed CVV amounts from "$10" to "$11" and "$15" to "$16.50" Page 16-Updated all figures un "Number of clients we can reach" Page 22-Changed amount from "$8" to "$11" and also included "personal check, SNAP and Debit/Credit cards as other forms of payment.

13. Appendix P-2, FY 2016 Guam WIC FMNP Rules & Procedures-Page 4, Number 25-Updated amounts from "$10" to "$11" and "$15" to "$16.50" Page 4, Number 28, paragraph 2-Changed amount from "$10" to "$11" and "$10.50" to "$11.50" Page 4, Number 28, paragraph 3-Changed CVV amounts from "$10" to "$11" Page 11, "How to file a complaint"-Updated complaint process and procedures.

14. Appendix R-1, Sample State Wide Application Form, Page 1-Updated year from "2015" to "2016"

15. Appendix R-2, Sample State Wide Application Form, Page 3- Updated year from "2015" to "2016"

16. Appendix R-3, Sample State Wide Application Form, Pages 4 and 5- Updated year from "2015" to "2016"

17. Appendix R-4, Farmers Handbook, Page 1-Updated year from "2015" to "2016"; Page 5-Updated dates from "4/1/2015 to 9/10/2015" to "4/1/2016 to 9/10/2016", " 4/1/2015 to 9/15/2015" to "4/1/2016 to 9/15/2016" and "4/1/2015 to 9/30/2015" to "4/1/2016 to 9/30/2016" Page 5, Sample of Guam WIC Cash Value Voucher-Updated year from "2015" to "2016" and also updated amount from "$8" to "$11"; Page 6, Sample of Guam WIC FMNP Coupon-Updated year from "2015" to "2016"; Page 12-Updated Civil Rights statement.

18. Appendix S, Sample of Notification Ineligibility; Non Selection Letter-Page 1 of 2-Updated year from "2015" to "2016"; Page 2 of 2-Updated Civil Rights statement.

19. Appendix U, Sample of Farmer Survey, Page 1-Updated year from "2015" to "2016"; Page 2-Updated Civil Rights statement/clause-from "USDA is an equal opportunity provider and employer" to "This institution is an equal opportunity provider."

Attachments

1. Attachment No. 1 Detailed Description of Service area(s), including the number and addresses of participating markets, roadside stands, and WIC clinics—Updated year from "2015" to "2016"; Updated Roadside Stands, location, phone numbers and addresses

2. Attachment No.2 Check Register Sample—Updated year from "2015" to "2016."

3. Attachment No. 3 FY 2016 FMNP Estimated Budget Summary Worksheet- Updated all figures and amounts to reflect 2015 and 2016.

4. Attachment No. 4 FY 2016 FMNP Federal Food Fund Request Based on a Uniform Benefit Level Worksheet-Updated all figures and amounts to reflect 2016.

Department of Public Health and Social Services
Guam WIC Program
JOB DESCRIPTIONS

Program Coordinator IV

- Serves as the Coordinator for the Administrative Services Unit of the Guam Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

- In cooperation with the Bureau of Nutrition, Physical Activity and Obesity Prevention (BNPO) Administrator, plans, develops and implements policies and procedures for: the food delivery system, financial reporting, program outreach, the WIC Farmer's Market Nutrition Program (FMNP), and the monitoring and training of WIC personnel.

- Coordinates the Program Management Services portion of the WIC State Plan which includes the Vendor Management, Financial Management, and Outreach components.

- Oversees the preparation and monitors the WIC Budget Request and the WIC Grant Application. Reviews overall budget estimates for completeness, accuracy, and conformance with established guidelines and requirements. Recommends adjustments, as necessary, to meet the approved budget ceiling.

- Oversees the banking transactions and direct payment for the food delivery system.

- Develops administrative procedures and guidelines for the food delivery system.

- Reviews the federal register and updates existing policies and procedures in an efficient and timely manner.

- Provides written policies and procedures affecting participating WIC vendors and staff.

- Oversees and supervises the work of six (6) administrative staff. Responsibilities include: interviewing, recommending recruitment and selection, oversight of training, provision of guidance, and the development of work plans, assignments and performance evaluations.

- Assists the Management Analyst III, by providing information and logistical support, in conducting the Federal and State Program Audits, management reviews and necessary follow-up in conjunction with the State internal audit.

- Oversees the coordination and establishment of formal Memorandums of Agreement with other programs in the interest of delivering comprehensive services to low income individuals.

- Assists with the coordination and management of the Infant Formula Rebate Contract with the Western States Contracting Alliance (WSCA);

- Oversees the collection and analysis of statistical data for submission of the Monthly Financial and Participation Status Report (FNS-798), the Quarterly Discretionary Funds Progress Reports, the Infrastructure Grant Progress Reports (when applicable), the Annual WIC Vendor Activity Monitoring Profile (VAMP), the Annual WIC IS Cost Survey, and the WIC Program Participant Characteristics Report (the "PC 06").

- Oversees coordination with the banking services provider to advise of changes in approved WIC retail food vendors, to request for reports, to order WIC drafts, and request for other banking-related services as needed.

- Educates potential, as well as authorized, WIC vendors about the WIC Program and the appropriate policies and procedures for processing WIC food drafts.

- Oversees all aspects of the on-going vendor review processes which includes vendor application, vendor authorization, the formulation of the state/vendor agreements, periodic vendor monitoring, thorough documentation of all vendor monitoring activity, and vendor sanctioning.

- Oversees the maintenance of a financial management system which provides accurate, current, and complete disclosures of the financial status of the Guam WIC Program.

- Oversees the accounting for all MIS-related property and related assets.

- Provides administrative oversight to ensure the maintenance of adequate records to identify the source and use of funds expended for program activities, and to ensure that 1/6 of administrative expenditures are spent on nutrition education.

- Oversees the design and development of pamphlets for use by vendors and participants as appropriate.

- Serves as a WIC Program representative at state, regional, and national WIC conferences and vendor management meetings, and other WIC-related conferences and meetings as appropriate.

- Maintains a close working relationship with vendors and staff in a courteous and professional manner.

Program Coordinator II

Farmers Market Nutrition Program

Responsible for carrying out the functions and operations of the Farmers' Market Nutrition Program (FMNP).

FMNP State Plan/Grant Submission

- Prepares, reviews, and updates the annual (and as needed amendments) Guam FMNP grant/State Plan and submit draft to the PC IV for review. Includes and is not limited to the developments and updates of annual goals/objectives, progress of prior years goals/objectives, reviews and analysis of budget requests; develops/updates standard operating procedures, compliance of federal rules/regulations, and timely submission to the USDA Regional office;

- Ensures standard operating procedures for the FMNP are updated, implemented, and monitored for compliance;

- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Program Operations

Conducts the FMNP Open/Special Enrollment and application process every three years (or as needed) for the selection and authorization of certified farmers for the Program. Such tasks include the following;

- Develops and submits print media announcements for publication in the local newspaper about the FMNP open/special enrollment period and application process;

- Develops application instructions and procedures for certified farmers interested in applying to become WIC-authorized farmers. Responsible for ensuring application information and forms are available and provided to applicants during open/special enrollment periods;

- Reviews and evaluates applications received during open/special enrollment periods and determines eligibility based on established selection and authorization criteria. Contacts applicants as needed, for clarification of application information or discrepancies;

- Conducts pre-authorization/on-site reviews of farm/roadside locations to verify and evaluate application information and qualifications;

- Prepares and submits summary reports and recommendations to the Program Coordinator IV regarding the qualifications and eligibility of applicants for selection and authorization as farmers for the Program.

- Responsible for developing, processing and implementing three-year farmer participation

agreements entered into between the DPHSS Guam WIC Program, government of Guam, and the farmer selected and authorized in the Program. Prepares, reviews, routes, and ensures farmer's participation agreements are complete, accurate, properly recorded (at the Department of Administration) and signed by appropriate parties including authorized farmers.

- Conducts training for authorized farmers/representatives on Program regulations, policies/procedures.

- Issues and ensures the accountability of FMNP materials such as stamps, ink pads, signs, etc to farmers as well as their timely return to the Program (when terminated, disqualified or when the season is over).

- Inputs and updates all Farmer Market Nutrition Program data information into the computer system. Ensures reliability, accuracy, and completeness of data in the computer system's FMNP module. Coordinates with MIS personnel on computer problems including computer access (to authorized local and federal computer sites/databases), data input, etc.. and ensures resolution.

- Develops and implements a system to detect potential abuse such as trafficking, overcharges, etc. and identify such high-risk farmers. Analyzes FMNP draft redemption data to identify and monitor potential high-risk farmers. Responsible for on-site monitoring, investigation, and sanctioning of vendors identified as high-risk.

- Prepares and conducts inspections (routine monitoring) or investigations (compliance buys) of farmers at farms/roadside locations as wells as local WIC agencies (coupon accountability) for compliance of federal regulations/contractual requirements. Ensures coordination of participants for such inspections/investigations; Issues notice of adverse actions/sanctions as required and, coordinates, participates and addresses requests for administrative hearings and appeals.

- Coordinates and meets with attorneys in the Office of the Attorney General regarding fair hearings to be conducted on appeals, requests for legal opinion, and other legal services.

- Receives and handles complaints/reports from both WIC farmers and participants regarding problems and incidents, and provides resolution or conducts investigation as necessary.

- Develops and updates the FMNP's informational pamphlets, listings, notices, etc. for dissemination to WIC authorized farmers and clinic staff.

- Receives and handles requests to add or remove farmer market/roadside locations. Such requests are to be approved by the Farmer Market Nutrition Program Manager (PC IV) and updates and disseminates such information to clinic sites and appropriate parties.

- Review, prepare, and conduct program participant/farmer surveys of program effectiveness or for new and existing federal regulations;

- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator

IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Reports and Audits/Reviews (local/federal audits/reviews)

- Prepares, compiles, and submits timely participant/program/financial expenditure/redemption/program activity reports through various mediums (i.e. online, email, fax, postal mail, etc.) for federal or local reporting.

- Participates in audits/reviews by local and federal officials, provides corrective actions to discrepancies cited, and, implements and follow-through on recommendations to ensure compliance.

- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Staff Development/Participation

- Participates/attends in on-island and off-island meetings/conferences/trainings/conference calls/online training sessions/committees, etc. regarding all issues impacting the FMNP Program.

- Networks with local, regional and national organizations regarding the operation of the FMNP and the WIC Program.

- Produces promotional materials for FMNP activities/events, and, participates and coordinates with WIC-authorized farmers and appropriate parties in such activities/events (i.e. Farmers Market Week).

- Composes correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Vendor Management/Food Delivery Program

Assists the Vendor Management Coordinator of the Vendor Management/Food Delivery Program in the following tasks:

- preparation and coordination of open enrollment applications forms, correspondence, print media announcements or other materials needed in conducting the vendor open

- enrollment and application for selection and authorization of food vendors, every three years. This includes announced and unannounced pre-authorization visits to store locations of vendor applicants.

- coordination with the Division of Environmental Health and Food Stamp Program (local and off-island) and the USDA Food and Nutrition Service offices), and other resources (i.e. STARS II federal database) to obtain or provide documents/reports regarding vendors' sanitary health inspections, Food Stamp Program data of current or potential WIC vendors, warning letters, sanctions, etc.

- preparation of training packets, correspondence or materials needed to conduct training sessions of WIC vendors/cashiers.

- gathering and price verification of WIC food items, checks on the inventory stock and expired WIC food items of authorized WIC vendors as part of the routine vendor monitoring and the open enrollment retail visit review under the Vendor Management section, and submit gathered data to the Vendor Management Coordinator.

- preparation, update and provision of semi-annually vendor food price list form to all WIC authorized vendors.

- receipt and recordation of vendors' prices for WIC food package costs data for each WIC authorized vendor in the computer system and/or spreadsheet program (i.e. Excel).

- preparation, computation and maintenance of food instrument and food package costs of authorized WIC vendors and retail applicants individually and in peer groups.

- preparation and updates of the approved food listing, forms, and other print materials as well as the distribution and use by program participants, authorized vendors and the vendor management staff.

- review of computer vendor data reports, bank redemption reports, and food package cost data to assist in identifying food drafts overcharged by WIC vendors, and submit listings of overcharged food drafts to the Vendor Management Coordinator.

- printing and review of computer generated vendor reports identifying discrepancies and reporting such discrepancies to the Vendor Management Coordinator.

- preparation and transmission of food drafts reported as either lost and found, returned and unpaid, questionable or invalid, plus participant identification cards and other documents to the WIC administrative office or clinic staff for appropriate action and disposition. Includes receiving calls and retrieving lost and found WIC identification and Proxy cards.

- maintenance of files and records of the Vendor Management section.

- composition of correspondence (to local/federal entities/individuals) for the Program Coordinator IV's, Administrator's, Director's, and/or Governor's signature regarding FMNP activities;

Nutritionists and Nutrition Assistants

- Provide one-to-one nutrition education sessions; this will include educating WIC FMNP recipients on the importance of including fresh fruits and vegetables in their daily diet and the redemption process of the FMNP coupons/CVVs.

Administrative Aides

- Conducts physical inventory of food draft instruments, including WIC Farmers Market Nutrition Program coupons/CVVs;

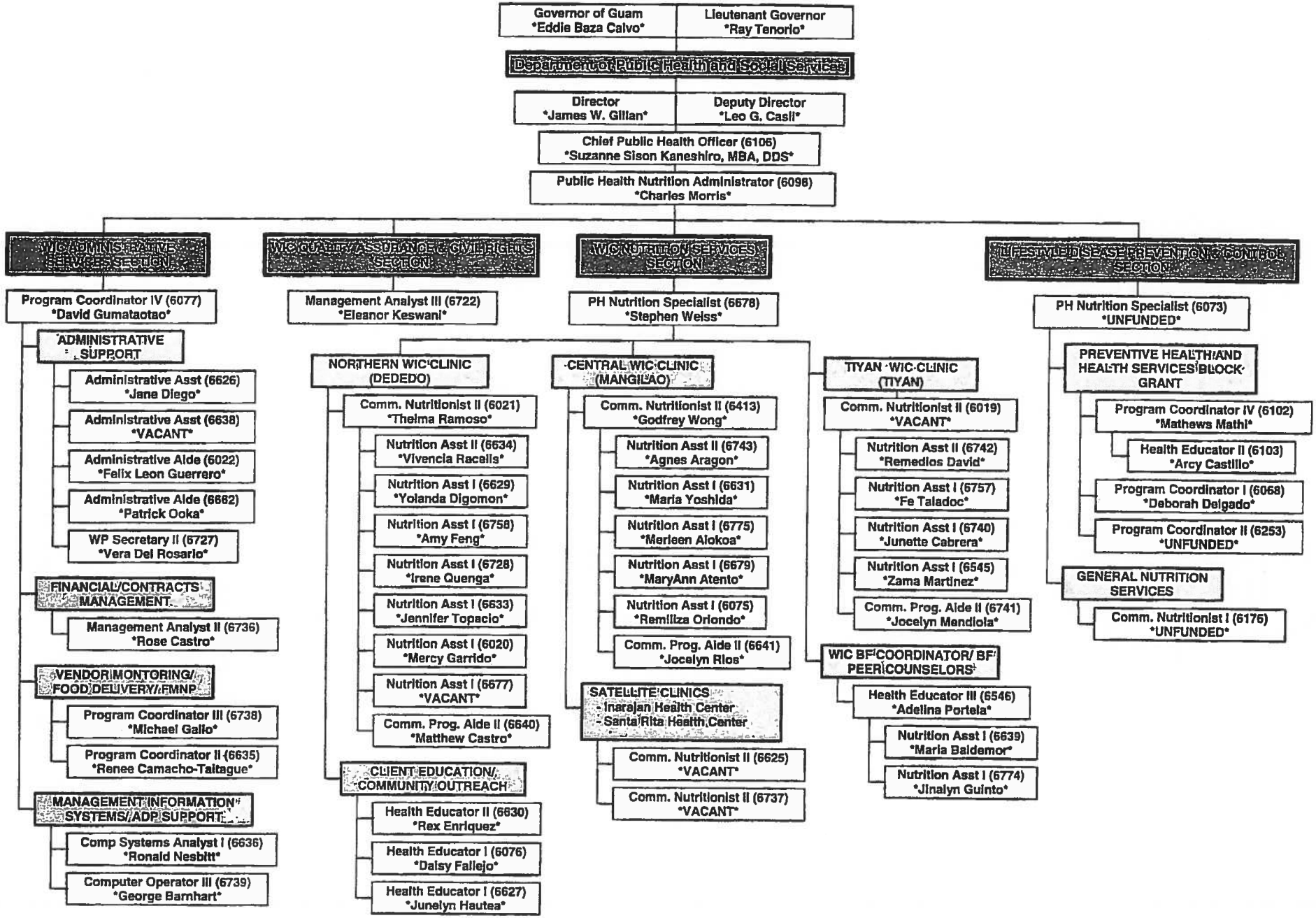
- Ensures receipt and issuance of draft instruments are complete and accurate. All discrepancies (i.e. damaged deliveries from off-island vendor) are reported to appropriate parties for action and response.

- Ensures drafts/coupons/CVVs are adequately stocked;

- Ensures that FMNP coupons/CVV are accounted for, retained, and disposed properly;

(See Appendix B-2, Organizational Chart of the Guam WIC Program)

Bureau of Nutrition Services: Organizational Chart



Effective November 3, 2015

APPENDIX C

09-03041

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
MAY 06 2009

MEMORANDUM OF UNDERSTANDING
MOU No. HU961094

BETWEEN

The Arizona Department of Health Services ("Department")
and
Guam Department of Public Health and Social Services ("Contractor")

BACKGROUND

The Special Supplemental Nutrition Program for Women, Infants and Children ("WIC Program") is a federally regulated program and the United States Department of Agriculture ("USDA") funds and supervises the program. Arizona Revised Statutes Section 46-331(A) authorizes the Department to operate a women, infants and children nutrition program ("Department's WIC Program").

In federal fiscal year ("FFY") 1999, the Department's WIC Program received software from Hawaii that had previously been used and transferred from other states to assist them in providing WIC Program financial reports and reconciliation. The USDA paid for the development of the software received from Hawaii, and thus, owns the technology. The Department's WIC Program modified the WIC software from Hawaii to develop the Arizona In Motion ("AIM") system, a system recognized for its efficiency and usefulness to the WIC Program. The USDA paid for most of the enhancements done to create AIM, with the exception of the modifications for the Commodity Supplemental Food Program ("CSFP") and Farmers Market Nutrition Program, which was paid for with state funds. In total, the USDA has invested more than twelve million dollars in the development of AIM.

In FFY 2008, the Department's WIC Program, with the approval of the Department's Director and the Arizona Government Information Technology Agency, applied for an operational adjustment grant ("OA Grant") from the USDA. With the application, the Department submitted a State plan to provide information technology services for the AIM system to the Contractor, American Samoa and later, the Commonwealth of the Northern Marianne Islands ("the Islands"). Through the OA Grant and State plan, the Department's WIC Program intends to establish the basis for receiving an additional management information systems grant from the USDA in the amount of two million dollars. This additional grant shall support the re-engineering of AIM from Oracle to Dot Net and provide additional funds for electronic benefits transfers ("EBT") to improve its functionality and communications with other public health systems. By updating the system in this manner, the Department hopes to enable the Department's WIC Program to meet all current and future federal regulatory requirements under the WIC Program grant that supports the Department's WIC Program in Arizona.

To improve WIC services and the integrity of the financial and food delivery systems, the program would like to be able to implement EBT benefits. Other states that have tried to meet this federal requirement have not been able to fund the fees required by the vendors who provide the EBT. The Department's WIC Program hopes to avoid having to pay these high fees by providing its own EBT in Arizona and to other western WIC Programs.

In FFY 2008, the USDA awarded the OA Grant to the Department, and pursuant to the state plan submitted by the Department, the Department's WIC Program used the money to pay for additional servers and personnel to serve the Islands' AIM systems. The Department's WIC Program also assisted the Islands in installing the AIM system. In order to receive funding from the USDA under the OA Grant, the USDA must approve all actions taken by the Department for the funding, including approving the agreements between the Department and other parties.

The Department initially executed a memorandum of understanding (MOU) with American Samoa. Next, the Department executed an intergovernmental agreement (IGA) with the Commonwealth of Northern Mariana Islands and drafted a similar IGA with the Contractor.

MEMORANDUM OF UNDERSTANDING
MOU No. HU961094

Because the Department intends to receive additional funding from the USDA to upgrade the AIM system and change its code, the agreements with all AIM partners restricts them to using the same version of software and USDA has indicated that they will not fund any customizing of the system. Only modifications required by the USDA and approved by them are allowed to the AIM system. The Department's WIC Program shall apply the modifications uniformly to all of its contractors/users as specified in the agreements.

After reconsidering the form of the original agreements, the Department's WIC Program now intends to execute similar MOUs with all of the Islands by transforming the agreements with American Samoa and the Commonwealth of Northern Mariana Islands into MOUs like this agreement. By making all of the agreements uniform as MOUs, the Department will be able to monitor and meet the terms of the agreements more efficiently, and the USDA will more readily be able to track their progress. Currently, the USDA provides the funds to the Islands to pay the Department for the services.

THEREFORE, for good and valuable consideration as outlined below, the parties agree as follows:

A. TERM OF THE AGREEMENT:

The term of this Agreement will be for five (5) years from November 1, 2008.

B. CONTRACT EXTENSION:

By mutual written contract amendment, this Agreement may be extended for five (5) years. The total contract term, including extension, shall not exceed a total of ten (10) years from the effective date of the Agreement.

C. TERMINATION:

1. This Agreement remains in effect until terminated in accordance with the provision A of this section, or as otherwise provided below:

1.1 Termination due to State or Federal Law

State or Federal law invalidates the Agreement;

1.2 Termination without Cause

Both the Department and the Contractor may terminate this Agreement at any time with three hundred and sixty (360) calendar days notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested. If the Contractor terminates this Agreement without cause, the Contractor shall pay the Department the Agreement price for all services and materials completed up to the date of termination;

1.3 Termination for Default

The Department reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Agreement, to acquire and maintain all required, bonds, licenses and permits, or to make satisfactory progress in performing the Agreement. The Contractor should receive written notice detailing the area of non-performance and have thirty (30) days to correct non-performance prior to termination for default;

1.4 Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, the Department may cancel this Agreement within three (3) years after Agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the Department

is, or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee of or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the Department, it may also cancel this Contract as provided in A.R.S. § 38-511; or

1.5 **Mutual Termination**

This Agreement may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.

2. **Disposition of Property**

Upon termination of this Agreement, all property of the USDA will be allocated based upon the approval of USDA.

D. CONFIDENTIALITY:

1. Any information that may be exchanged through this Agreement shall not be used for purposes other than those covered in the Scope of Work without prior approval of all parties to this Agreement.

2. This Agreement is made in accordance with WIC Program federal regulations 7 C.F.R.§ 246.26 (d).

E. NON-DISCRIMINATION:

The parties shall comply with Executive Order 75-5 as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. RECORDS:

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain all data and other records ("records") relating to the Agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by the Department at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

G. ARBITRATION:

The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

H. INDEMNITY CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or

subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

I. AMENDMENT OR MODIFICATIONS:

No amendment or modifications to this Agreement, including any amendment or modification of this paragraph, shall be effective unless the same is in writing signed by the parties.

J. ARIZONA LAW:

The law of Arizona applies to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

K. RELATIONSHIP OF PARTIES:

The Contractor under this Agreement is an independent Contractor. Neither part to this Agreement shall be deemed to be the employee or agent of the other party to the Agreement.

L. SEVERABILITY:

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

M. NO PAROLE EVIDENCE:

This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplemental or explain any terms used in this document.

N. NO WAIVER:

Either party's failure to insist on strict performance of any term or condition of the Agreement shall n9ot be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

O. HEADINGS:

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

P. ADVERTISING AND PROMOTION OF CONTRACT:

The Contractor shall not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of an ADHS Procurement Officer.

Q. UNAVAILABILITY OF FUNDING:

Funds may not be presently available for performance under this Agreement beyond the first year of the Department's budget term or Agreement term. The Department may reduce performance or terminate this Agreement without further recourse, obligation or penalty in the even theat insufficient funds are appropriated in the subsequent budget term. The Department will give as much notice as possible, including one (1) year if possible. The Department shall not be liable for any purchases or subcontracts entered into by the Contractor in anticipation of Department funding.

MEMORANDUM OF UNDERSTANDING
MOU No. HU961094

SCOPE OF WORK

A. BACKGROUND

Contractor is currently requesting that the Arizona WIC Program expand its automated system to enable the Guam WIC Program to utilize the operating system, AIM. AIM is currently considered one of the best WIC computer systems in the country. The request involves the Arizona WIC Program providing AIM access and support to Contractor, while maintaining overall responsibility for the daily operations, support, and maintenance. The Contractor expressed its desire to begin using AIM in October 2008.

B. OBJECTIVE

The Arizona Department of Health Services (ADHS) will provide Guam WIC Program with an effectively automated system to deliver nutrition education and benefits to their WIC participants. When the migration is completed, the Guam WIC Program will have a fully-functional and WIC functional requirements document (FReD) compliant automated WIC system.

C. TASKS

Both parties agree to share a common-code baseline of the AIM application and make accommodations to support Contractor's business practices that do not affect the common code only with the approval of USDA and when all parties agree to the change in common. Additionally, both parties agree to coordinate changes and upgrades to the application necessary to meet all federal requirements and to maintain the baseline so that the Arizona WIC Program can provide support to Contractor.

1. **Guam WIC Program shall:**

1.1 Fund travel costs as needed to ensure installation and support of the Guam system by Arizona WIC staff;

1.2 Review the system status on a daily basis. Concerns with the system shall be reported within thirty (30) minutes of occurrence. These issues shall be reported in the following manner:

1.2.1 Call or email the AIM Help Desk,

1.2.2 Capture a screen shot of the error or issue encountered, and

1.2.3 Save the screen shot of the issue into a Word document detailing the steps followed prior to encountering the issue. The Users ID should also be included in the information provided.

1.3 Attend all training provided by ADHS or the AIM Maintenance Contractor;

1.4 Report any suspected unauthorized access immediately to the AIM Help Desk and Guam management by email or telephone;

1.5 Provide "first level" help desk support on site;

1.6 Maintain workstations and printers for Guam WIC users. All equipment will be purchased with a three (3) year warranty. In addition, the Guam WIC program will develop and submit to the USDA a three (3) year hardware replacement plan and guidelines for general maintenance of stations and printers within one (1) year of Contract execution;

1.7 Procure all supplies required for the successful operation of the AIM system (i.e., blank check stock, report Toner Cartridges, MICR Toner Cartridges);

1.8 Provide training to new users after the completion of AIM implementation;

1.9 Provide Internet connectivity at the Guam WIC Clinics and Administration Offices without interruption;

1.10 Provide Support to:

1.10.1 Troubleshoot Internet connection issues (have someone working the issue within thirty (30) minutes of a report),

1.10.1 Troubleshoot domain issues (have someone investigating the issue within thirty (30) minutes of a report), and

1.10.2 Keep the operating systems and virus software up to date on all Domain Servers.

1.11 Submit payment within thirty (30) days of receiving invoice.

2. **Guam Management Information Systems (MIS) shall:**

2.1 Set up and maintain email for Guam WIC users;

2.2 Setup and maintain the Virus software on each of the WIC computers;

2.3 Set up and maintain (including patches) the operating system on each of the WIC computers;

2.4 Set up and maintain (including updates) the Microsoft Office application on each of the WIC computers; and

2.5 Provide static IP's for all printers.

3. **Arizona WIC shall perform the following activities:**

3.1 Support the Guam WIC Information System (GWIS) between November 1, 2008 and the completion of the transition to AIM. Arizona WIC Program shall provide maintenance and support services as follows:

3.1.1 Monitor the database weekly: reorganize, optimize and tune procedures as necessary,

3.1.2 Monitor daily processes, troubleshoot problems and make necessary corrections to any database objects,

3.1.3 Monitor End-of-Day process, troubleshoot problems and make necessary corrections to any database objects or data being processed,

3.1.4 Create ad-hoc scripts, triggers, etc. for special reports,

3.1.5 Provide Oracle support as it relates to the WIC application,

3.1.6 Maintain the GWIS application and ensure all functional areas and printing capabilities are operational,

3.1.7 Update documentation as required, and

3.1.8 Provide on-site support as necessary (travel and per diem expenses will be chargeable and reimbursable in accordance with U.S. Government Joint Travel Regulations applicable at the service);

3.2 Hosting of the Guam AIM application and database. The application will be available Monday – Sunday, 7:00 am – 7:00 pm Guam time except on Sundays during quarterly maintenance procedures;

3.3 Maintaining and managing the version control of all application and database software;

3.4 Daily End-of-Day (EOD) monitoring (review of nightly processing logs and resolving any issues found) to ensure the application and database are accessible and operational. Troubleshooting assistance will be provided to resolve issues such as bank files, caseloads, or other data related errors;

3.5 Daily reviewing of system logs (Application, Security, System and AIM Error Log) with appropriate follow-up to ensure system reliability and security;

3.6 Daily reviewing and verification that the export of data files was successful and that daily backups are created and stored in a safe, fire-proof and locked location;

3.7 Providing, as needed, status and participation information to the Guam WIC Administrator, WIC Clinic Manager and the Information Systems Administrator;

3.8 Testing of upgraded, enhanced or modified versions of all respective modules prior to release;

3.9 Creating user accounts to provide new Guam users access to the AIM application including User IDs and passwords;

3.10 Initially assisting in the assignment of user agency access and roles according to clinic staff responsibilities;

3.11 Initially assisting in assessing various Guam sites for infrastructure and demographic data that will support the AIM system;

3.12 Providing initial training of Contractor WIC staff about system responsibilities (clinic staff will be trained in the use of the Clinic and Administrative modules as appropriate, and Contractor's staff will be trained in the use of the Vendor, and Finance modules);

3.13 Providing initial on-site clinic support immediately following clinic training to assist in Scheduler setup and user assistance;

3.14 Providing electronic versions of all User Manuals as updated;

3.15 Providing Help Desk support which will include real-time assistance troubleshooting user or system issues. Help Desk support will be provided during Guam business hours: Monday - Friday 7:00 am – 4:00 pm (excluding holidays observed by Guam State government). Support outside of this period and on holidays will be for emergency service only. Those issues which cannot be immediately resolved will be forwarded to the Arizona WIC maintenance contractor for resolution. The Arizona WIC Program's maintenance contractor will begin investigation of the issue within thirty (30) minutes of notification of the problem;

3.16 Establishing and maintaining a toll free Help Desk number which will be available during the business hours identified above;

3.17 System Upgrades:

3.17.1 Keeping the Guam AIM application up-to-date with the latest release,

3.17.2 Keeping the Guam AIM databases up-to-date, and

3.17.3 Keeping the Operating Systems and Virus Software up-to-date on all backup servers.

3.18 Providing Backup Router configuration and maintenance;

3.19 Performing quarterly maintenance activities are performed on the AIM system on the last full weekends of December, March, June, and September. Maintenance activities include but are not limited to:

3.19.1 Reviewing database and application server disk space,

3.19.2 Analyzing database file sizing,

3.19.3 Analyzing temporary workspace sizing,

3.19.4 Providing partition Maintenance, and

3.19.5 Renaming of Alert Logs;

3.20 Purchasing the following initial hardware/software:

3.20.1 Procurement and installation of Guam AIM Application and Database Servers,

3.20.2 Procurement of any routers required, and

3.20.3 Procurement of any switches required to support local connections at WIC clinics;

3.21 Providing monthly Status Reports describing the operational capacities and projected limitations or modifications to be made to the system, the potential need for software or hardware upgrades or additions to the servers to accommodate increased demands (e.g. more hard disk space), updates on system modifications, and the results of security monitoring and other activities as requested by the Guam WIC Director or staff; and

3.22 Invoicing for services:

3.22.1 Maintenance of AIM to be sent to Guam WIC fifteen (15) days after the end of each quarter,

3.22.2 Maintenance of GWIS shall be sent fifteen (15) days after the end of each month, and

3.22.3 USDA required enhancements, upon completion.

D. NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS

1. Notices, correspondence, and requests from Guam to ADHS shall be sent to:

Bureau Chief
Bureau of USDA Nutrition Programs
150 N. 18th Ave, # 310
Phoenix, AZ 85007
(602) 364-0687 - Telephone
(602) 542-1890 – Fax
Sellk@azdhs.gov

2. Payments shall be sent to:

Financial Manager
Bureau of USDA Nutrition Programs
150 N. 18th Ave, # 310
Phoenix, AZ 85007
(602) 542-2851- Telephone
(602) 542-1890- Fax

3. Notices, correspondence, reports and invoices from ADHS to the Guam shall be sent to:

Charlie Morris, WIC Director
Bureau of Nutrition Services Administrator
Guam WIC Program
Department of Public Health and Social Services
Government of Guam
15-6100 Mariner Avenue, Barrigada, Guam 96913-1601
(671) 475-0287 – Telephone
(671) 477-7945 – Fax

MEMORANDUM OF UNDERSTANDING
MOU No. HU961094

PRICE SHEET

Item	Description of Material or Service	Unit	Estimated Quantity	Unit Rate	Total Cost
1	Arizona Support of the GWIS System from November 1, 2008 to April 30, 2009	As needed hourly rate	269 hours per month	$ 88.00	$118,360.00
2	Arizona WIC Program's Monthly Support of Guam AIM System	Per Quarter (3 months of service)	4 Quarters	$ 9,107.00	$ 36,428.00
3	USDA required enhancement of the Guam AIM System	As needed, hourly rate	-	$ 88.00	-

MEMORANDUM OF UNDERSTANDING
MOU No. HU961094

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their respective names.

FOR THE STATE OF ARIZONA:

Christine Ruth
~~Ann Froio~~ Christine Ruth
~~Procurement Administrator~~ Chief Procurement Officer

Date: 4/29/09

FOR THE GOVERNMENT OF GUAM:

J. PETER ROBERTO, ACSW
Director, Department of Public Health and Social Services

Date: 3/23/09

CERTIFIED FUNDS AVAILABLE:

JANINE F. PAESTE
Administrative Services Officer
Certifying Officer, DPH & SS

Date: NS OF 3/18/09

SUBJECT TO AVAILABILITY OF FUNDS:

ACCOUNT NO.:	5101E091712PA112/230	and	5101E091712PA101/230
AMOUNT:	$71,191.00		$83,597.00
VENDOR NO.:			
DOCUMENT NO.:	C09-1700-023		

APPROVED:

NOT REQUIRED
CLAUDIA S. ACFALLE
Chief Procurement Officer
General Services Agency

Date:

APPROVED AS TO LEGALITY AND FORM:

Alicia G. Limtiaco
ALICIA G. LIMTIACO
Attorney General of Guam
Office of the Attorney General

Date: 4/14/09

APPROVED:

CLEARED PER BBMR'S REVIEW
BERTHA M. DUENAS
Director, Bureau of Budget and Management Research

Date: APR 01 2009

APPROVED:

MIKE W. CRUZ, MD
GOVERNOR OF GUAM ACTING

Date: 4/21/09

DEPARTMENT OF ADMINISTRATION
DIVISION OF ACCOUNTS
Registration Date May 11 2009
Registered No. C09060 1290
Book/Reg. No. # A0098592
Registered By

RECEIVED
4.06.09
246
ATTORNEY GENERAL'S OFFICE

Copies of Memorandum of Understanding with UOG EFNEP and Cooperative Agreement with Department. of Agriculture (FY'2016)

Guam WIC Farmers' Market Nutrition Program

Memorandum of Understanding

Between

The Department of Public Health & Social Services, Guam WIC Program

and

the University of Guam, Expanded Food & Nutrition Education Program

Whereas, the Department of Public Health & Social Services, Bureau of Community Health Services, Nutrition Health Services, administers the Special Supplemental Nutrition Program for Women, Infants, and Children, hereinafter referred to as the *WIC Program*; and

Whereas, the WIC Program has been authorized under the Child Nutrition Act of 1966 to provide supplemental foods and nutrition education to pregnant, postpartum, and breast-feeding women, infants, and young children up to 5 years of age; and

Whereas, the WIC Program is federally funded by the United States Department of Agriculture; and

Whereas, the University of Guam, College of Agriculture & Life Sciences, Guam Cooperative Extension, Consumer and Family Sciences, has an Expanded Food and Nutrition Education Program, hereinafter referred to as *EFNEP;* and

Whereas, EFNEP is committed to improving health status, achieving positive change in dietary habits, and emphasize relationships between nutrition and health, all in keeping with the individual's personal, cultural, and socioeconomic situation; and

Whereas, EFNEP is federally funded by the United States Department of Agriculture; and

Whereas, the Guam Farmers' Market Nutrition Program was designed to enhance the health of women, infants, and children participating in the WIC Program through the provision of fresh fruits and vegetables and nutrition education; to promote awareness and use of farmers' markets as a direct marketing outlet for Guam farmers, and to promote the sale of Guam fresh fruits and vegetables.

Now Therefore, the parties agree to cooperate fully with each other in the development, funding, operation, and administration of the Guam WIC Farmers' Market Nutrition Program. In this regard:

Edited 11/6/98

The WIC Program will

1. Provide EFNEP with information regarding the FMNP, to include updates of program activities.
2. Design, print and distribute FMNP checks to WIC participants at all WIC Clinic sites.
3. Prepare a report containing information on current year program operations and provide a copy to EFNEP.
4. Cooperate with EFNEP in planning delivery of nutrition education services and resources to FMNP check recipients, including production and distribution of printed materials (adequate lead-time will be agreed upon for material development and review by both parties).
5. Cooperate in conducting, as needed, training workshops for WIC Program staff.
6. Prepare and submit an annual FMNP State Plan in accordance with Federal requirements.
7. Contract with a central bank for FMNP check processing and payment to farmers authorized to participate in the program and for reporting information on redeemed FMNP checks.
8. Select and authorize individual farmers to participate in the FMNP.

EFNEP will

1. Provide nutrition awareness/education to FMNP check recipients at selected nutrition sites.
2. Cooperate with the WIC Program staff in planning delivery of nutrition education services and resources to FMNP check recipients.
3. Provide nutrition education materials produced by Cooperative Extension for distribution to FMNP check recipients.
4. Conduct training workshops, as needed, for WIC staff.
5. In conjunction with nutrition education activities, provide FMNP check recipients with information regarding their eligibility to participate in EFNEP and other Extension programs, and to receive USDA food stamps for use in purchasing locally grown fresh fruits and vegetables at farmers' markets.
6. Support nutrition awareness/education activities during the period of program operation.
7. Communicate immediately to the WIC Program staff, any problems, complaints, or suggestions received from FMNP check recipients or Cooperative Extension staff regarding the program.

This Memorandum of Understanding will remain in effect until such time as one party provides written notification to the other party indicating a desire to terminate this agreement.

IN WITNESS WHEREOF, the parties named herein have executed this Agreement on the date indicated by their respective names.

DENNIS G. RODRIGUEZ
Director
Department of Public Health & Social Services

11/16/98
Date

APPROVED AS TO FORM:

ROBERT H. KONO
Acting Attorney General
Attorney General's Office

11/19/98
Date

UNIVERSITY OF GUAM

by
Jeff D.T. Barcinas, Ph.D, Dean
College of Agriculture & Life Sciences
Date: 11/17/98

Sciences

APPROVED:

Dr. Jose T. Nededog, President
Date: 11/17/98

APPROVED AS TO FORM:

Marcelene C. Santos, Legal Counsel
Date: 11/17/98

APPROVED:

CARL T.C. GUTIERREZ
Governor of Guam

11-20-98
Date

RECEIVED
NOV 18 1998
Dlu 8:30 am
ATTORNEY GENERAL'S OFFICE

Guam WIC Farmers' Market Nutrition Program

Memorandum of Understanding

Between

The Department of Public Health & Social Services, Guam WIC Program

and

the Department of Agriculture

Whereas, the Department of Public Health & Social Services, Bureau of Community Health Services, Nutrition Health Services, administers the Special Supplemental Nutrition Program for Women, Infants, and Children, hereinafter referred to as the *WIC Program*; and

Whereas, the WIC Program has been authorized under the Child Nutrition Act of 1966 to provide supplemental foods and nutrition education to pregnant, postpartum, and breast-feeding women, infants, and young children up to 5 years of age; and

Whereas, the WIC Program is federally funded by the United States Department of Agriculture; and

Whereas, the Department of Agriculture, hereinafter referred to as *Agriculture,* is committed to serving the farmers by developing the agriculture industry to its full potential by improving production and enhancing marketing; and

Whereas, Agriculture is funded by the Government of Guam, General Fund; and

Whereas, the Guam Farmers' Market Nutrition Program was designed to enhance the health of women, infants, and children participating in the WIC Program through the provision of fresh fruits and vegetables and nutrition education; to promote awareness and use of farmers' markets as a direct marketing outlet for Guam farmers, and to promote the sale of Guam fresh fruits and vegetables.

Now Therefore, the parties agree to cooperate fully with each other in the development, funding, operation, and administration of the Guam WIC Farmers' Market Nutrition Program. In this regard:

Edited 11/5/98

The WIC Program will

1. Provide Agriculture with information regarding the FMNP, to include any current program activities.
2. Provide Agriculture with materials and supplies, as requested, which are necessary for the operation of the FMNP.
3. Design, print, and distribute FMNP coupons to WIC participants at all WIC Clinic sites.
4. Prepare a report containing information on current year program operations and provide a copy to Agriculture.
5. Prepare and submit an annual FMNP State Plan in accordance with Federal requirements.
6. Contract with a central bank for FMNP check processing and payment to farmers authorized to participate in the program and for reporting information on redeemed coupons.
7. Select and authorize individual farmers to participate in the FMNP.

Agriculture will

1. Provide WIC with agricultural guidelines and schemes as changes occur in the industry affecting the FMNP.
2. Provide current FMNP information to farmers through the Department's monthly Agrinews newsletter.
3. Provide farmer certification to farmers for participation in the Farmers' Market Nutrition Program.
4. Cooperate with other agencies to this agreement in planning delivery of nutrition education services and resources to check recipients.
5. Facilitate meetings with the WIC Program and individual farmers in the program to plan delivery of nutrition education services to check recipients at selected nutrition sites.
6. Assist in the distribution of educational materials regarding the selection, storage, and preparation of Guam fresh fruits and vegetables.
7. Support nutrition awareness/education activities during the period of program operation.
8. Conduct both announced and unannounced inspections at authorized farmers markets. In addition, during the days of FMNP operation, inspect produce being sold by farmers to FMNP recipients to ensure quality and freshness.
9. Communicate immediately to other parties to this agreement, as appropriate, any problems, complaints, or suggestions received from check recipients or Agriculture staff regarding the program.
10. Provide evaluations and summaries of inspection reports to the Guam WIC Program.

This Memorandum of Understanding will remain in effect until such time as one party provides written notification to the other party indicating a desire to terminate this agreement.

IN WITNESS WHEREOF, the parties named herein have executed this Agreement on the date indicated by their respective names.

DENNIS G. RODRIGUEZ
Director
Department of Public Health & Social Services

11/16/98
Date

FRANCISCO P. SAN NICOLAS
Acting Director
Department of Agriculture

11/16/98
Date

APPROVED AS TO FORM:

ROBERT H. KONO
Acting Attorney General
Attorney General's Office

11/19/98
Date

APPROVED:

CARL T.C. GUTIERREZ
Governor of Guam

11-20-98
Date

RECEIVED
NOV 18 1998
Dec 8:30 am
ATTORNEY GENERAL'S OFFICE

Office of the Attorney General of Guam

Elizabeth Barrett-Anderson
Attorney General
Phone: (671) 475-3324
ext. 5015/ 5030
Fax: 477-4703

Jacqueline Z. Cruz
Chief of Staff
Administration
Phone (671) 475-3324
ext. 5010

Phillip J. Tydingco
Chief Prosecutor
Prosecution
Phone: (671) 475-3406
ext. 2410

Karl P. Espaldon
Deputy AG
Solicitor's
Phone: (671) 475-3324
ext. 3115
Fax: 472-2493

Kenneth D. Orcutt
Deputy AG
Civil Litigation
Phone: (671) 475-3324
ext. 3250
Fax: 472-2493

Fred S. Nishihira
Deputy AG
Consumer Counsel
Phone: (671) 475-3324
ext. 3250
Fax: 472-2493

Rebecca M. Perez
Deputy AG
Child Support
Phone: (671) 475-3360
ext. 1610

Carol M. Hinkle-Sanchez
Deputy AG
Family/Juvenile
Phone: (671) 475-3406
ext. 4040

Pauline Camacho
Administrator
VWAS Unit/Notary Unit
Phone: (671) 475-2587
or (671) 475-3324
ext. 5030

July 13, 2015

AGENCY COMMUNICATION **REF: DPHSS 15-0395**

To: Director, Department of Public Health and Social Services

From: Deputy Attorney General – Solicitor Division

Subject: **Draft Memorandum of Understanding between DPHSS and UOG regarding WIC and EFNEP Program Collaboration**

This is to acknowledge receipt of your July 1, 2015 memorandum to the Attorney General seeking our office's review and approval of the above-referenced draft Memorandum of Understanding (MOU).

The MOU, which calls for the WIC and EFNEP programs of DPHSS and UOG, respectively, simply to collaborate and does not involve any transfer of funds, does not require the Attorney General's review or approval. We also believe it does not require the signature of the Governor of Guam, as is currently contemplated in the draft document.

I have spoken with Mr. Charles H. Morris, Public Health Nutrition Administrator, and informed him of the same. I was also able to speak to him regarding suggested changes to the draft document as to form that he might consider.

If you have any questions, please contact me at 475-3324, ext. 3115.

Karl P. Espaldon

RECEIVED
Director's Office
Division Of General Administration
JUL 15 205
DPHSS
Time: Location: 172

IMPORTANT!!!

FMNP recipients are limited to a first come first served basis.

The WIC FMNP coupons are issued one time only. If they are lost, stolen or misplaced, they can not be replaced.

The WIC FMNP coupons may only be accepted and redeemed by a FMNP authorized farmer.

WIC recipients must use the coupons within the period of the WIC FMNP operations.

WIC FMNP Benefits

Benefits WIC Recipients

WIC Recipients with an opportunity to improve their health by eating more nutritious fresh fruits and vegetables.

Introduces WIC FMNP families to farmers' markets and teaches them to select and prepare a wide variety of locally grown produce.

Benefits Family Farms

Supports local agriculture by increasing sales at farmers' markets, where groups of farmers sell directly to consumers.

Promotes expansions and diversification of family farms by stimulating the production of fresh fruits and vegetables.

Benefits Communities

Helps revitalize downtown areas by supporting the farmers' market as an activity that benefits the entire community.

Promotes the development of farmers markets to communities lacking access to fresh produce.

Fruits & Vegetables Can...

- Give you energy,
- Give you vitamins, minerals and dietary fiber,
- Lower your chances of getting cancer or heart disease,
- Add color, flavor and variety to meals and snacks,
- Be low in calories and naturally fat free

2016 Participating Authorized Farmers	
No.	**Name of Farmer**
1	William C. McDonald
2	Joseph N. Salas
3	Edward B. San Nicolas
4	Arlene G. Tamashiro
5	Marilyn Salas
6	Estrellita B. Munoz
7	Elpidio D. Granil
8	Lida G. Lumampao
9	Consolacion U. Pere
10	Annie C. Garrido
11	Wai-Chi Lau
12	Gerry Ugalino
13	Grow Guam, LLC
14	Thomas Torres
15	Ben C. Rosalin
16	Ernest S. Wusstig
17	Francisco Q. Leon Guerrero (INACTIVE)
18	Vicente C. Meno (INACTIVE)

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Services at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complain Form, AD-3027, found online at http://www.ascr.usda.gov/compalint_filing_cust.html and at any USDA information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture

Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue., SW

Washington, D.C. 20250-9410;

(2) fax: (202 690-7442; or

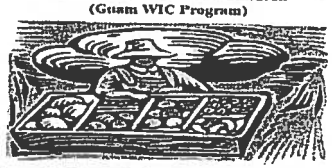
(3) email: program.intake@usda.gov

This institution is an equal opportunity provider.

Department of Public Health and Social Services
The Special Supplemental Nutrition Program for Women, Infants and Children
Guam WIC Program

Farmers' Market Nutrition Program (FMNP) Information Pamphlet and Schedule

Department of Public Health and Social Services
The Special Supplemental Nutrition Program for Women, Infants and Children
(Guam WIC Program)



FARMERS' MARKET NUTRITION PROGRAM (FMNP)

Authorized Farmers

We Gladly Accept FMNP Coupons & CVVs Here

The WIC FMNP is 100% federally funded program under the United States Department of Agriculture (USDA) and administered by the Government of Guam, Department of Public Health and Social Services in conjunction with The Department of Agriculture and The University of Guam, College of Agriculture and Life Sciences

For more information, please call the Guam WIC Program at 475-0250
The USDA is an Equal Opportunity Provider and Employer

FMNP

"EATING FRESH FRUITS AND VEGETABLES EVERYDAY MEANS HEALTHY"

What is the Guam WIC Farmers' Market Nutrition Program (FMNP)?

It's 100% federally funded program with two objectives:

- To provide resources to women and children who are nutritionally at risk in the form of fresh, nutritious, unprepared foods (such as fruits and vegetables) from farmers' markets; and
- To expand the awareness and use of farmers' markets and increase sales at such markets.

How does the program work?

When a recipient of the WIC program (women and children) come in to a WIC clinic for a scheduled appointment during the FMNP period of operations, they will be provided with:

- Information about the WIC FMNP.
- List of authorized WIC FMNP farmers.
- Market schedule and location.
- Educational materials on the benefits of WIC FMNP coupons.

The WIC FMNP recipient may then go to a WIC FMNP Farmers' Market and use the coupons to purchase fresh, nutritious locally grown fruits and vegetables from authorized farmers at the market.

Things to Remember:

- Your FMNP Coupons may be used only at Approved Farmers' Market sites and/or Roadside stands
- Look for farmers at the farmers' market site or roadside stand who display the poster that reads **"WE ACCEPT FMNP COUPONS AND CVVS HERE"** (as shown in front of the pamphlet)
- Bring your WIC ID and coupons
- Use your Farmers' Market coupons as soon as possible.
- Remember if you purchase items with your Farmers' Market coupons, change will not be given. Take some cash with you to the market. Each coupon is worth $2.00 and farmers are NOT allowed to give change for a coupon. They will give you a coupon worth of produce, but if the food you want costs a little over $2.00, it is better to pay the extra cash than waste part of a coupon.
- Choose well-colored fruits and vegetables that are firm, but not hard. Ask the farmer if you have any questions.
- Your FMNP coupons must be used by **September 15, 2016**

✓ Be adventurous - try something new!

- ***HINT: Some of the best tasting fruits and vegetables are the least appealing to the eye***

FARMERS' MARKET SITES SCHEDULE

MON-WED-FRIDAY
8 am - 5 pm
DPHSS sites are closed on GOVGUAM Holidays

NORTHERN

1) DPHSS Northern Dededo Public Health Center Parking lot (Call 635-7471/72)

CENTRAL

2) DPHSS Mangilao Public Health Center Parking lot (Call 735-7180)

3) DPHSS Tiyan WIC Office front lawn (Call 475-0292)

4) Mangilao Flea Market Across Mayor's Office, Route 10. (Call 475-0292)

TUESDAY NIGHT
6 pm — 8 pm

SOUTHERN

5) Sagan Bisita, Route 2 Next to Agat Mayor's Mayor's Office

MONDAY, FRIDAY
10 am — 2 pm
AND
WEDNESDAY Night
10 am — 9 pm

CENTRAL

6) Hagatna, Route 1 Marine Corps. Drive Chamorro Village (Tents in front of the main entrance)

SATURDAY & SUNDAY
6 am — 12 pm

NORTHERN

7) Dededo Flea Market Route 1, Marine Corps Dr. Next to Dededo Payless

ROADSIDE STANDS SCHEDULE

AGANA HEIGHTS
Agana Heights
Mayor's Office
Monday - Saturday
Open 9 am - 6 pm

AGAT
Agat Mayor's Office
Monday - Friday/Sunday
Open 9 am - 6 pm

Barrigada
Route 16, In front of National Guard or across Barrigada Post Office
Monday - Sunday
Open 10 am - 6 pm

INARAJAN
Route 4 Inalahan Way
Next to Gef Pago
Monday-Wed-Friday
Open 8 am - 4 pm

MERIZO
Route 4 Leon Guerrero Stand, Next to the Marina
Monday - Saturday
Open 9 am - 6 pm

List of Eligible Fruits, Vegetables, and Herbs in the Guam Farmers' Market Nutrition Program

No.	Produce	No.	Produce
1.	Atis	34.	Papaya (green)
2.	Avocado	35.	Papaya (ripe)
3.	Banana (cooking)	36.	Pechay
4.	Banana (eating)	37.	Pepino
5.	Banana (macao)	38.	Pineapple
6.	Banana (blossom)	39.	Pomelo
7.	*Basil (leaves)	40.	Potato (sweet)
8.	Bean Sprouts	41.	Pumpkin
9.	Bean (long)	42.	Pumpkin Tips
10.	Beans (tips)	43.	*Rosemary (leaves)
11.	Bittermelon (fruits)	44.	Santol
12.	Bittermelon (leaves)	45.	Sour Sap
13.	Breadfruit	46.	Squash (kalabasa)
14.	Calamansi	47.	Squash (patola)
15.	Cantaloupe	48.	Squash (zucchini)
16.	Chico	49.	Squash Tips
17.	*Chives	50.	Star Apple
18.	Corn (sweet)	51.	String Beans (leaves)
19.	Cucumber	52.	Singuelas
20.	Eggplant	53.	*Saluot (mint leaves)
21.	Ginger Root	54.	Tangerine
22.	Green Onions (scallions)	55.	Tapioca
23.	Guava	56.	Taro
24.	Hot Pepper (small)	57.	Taro Leaves
25.	Hot Pepper (leaves)	58.	Taro White
26.	Jack Fruit	59.	Tomato (cherry)
27.	KangKong	60.	Watermelon
28.	Legumes-Mature, dry in package (Ref. Final Food Package rule)	61.	Wing Beans
29.	Lemon	62.	White Potato (Ref. Final Food Package rule)
30.	Mango	63.	White Radish
31.	*Mint Leaves	64.	Yams (red)
32.	Okra	65.	Yams (white)
33.	Orange		

Above provided by John Borja, Chief of the Agricultural Development Services of the Guam Department of Agriculture

* Ineligible items for purchase with Cash Value Voucher (CVV)

DEPARTMENT OF PUBLIC HEALTH and SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISION SUSIAT
123 Chalan Kareta, Mangilao, Guam 96913-6304

Guam WIC Program
FY 2016
Farmers' Market Nutrition Program (FMNP)

FMNP Farmers Training Presentation

Appendix P-1

What is the Guam Farmers Market Nutrition Program?

It is 100% Federally Funded by the USDA with two objectives:

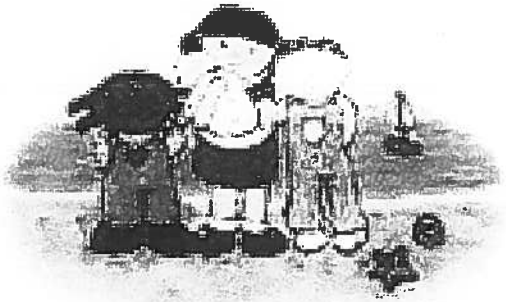
- To provide resources to women and children who are nutritionally at risk in the forms of fresh, nutritious, unprepared foods (such as vegetables and fruits) from farmers markets and roadside stands; and
- To expand the awareness and use of farmers markets and roadside stands and increase sales at such markets and stands

What is WIC?

WIC is a Special Supplemental Nutrition Program for Women, Infants and Children. It is 100% Federally Funded by the USDA

Purpose of WIC

Addresses the supplemental nutrition needs of at-risk groups through the Distribution of supplemental foods, nutrition education including counseling, health and social service referrals, and breastfeeding promotion and support.



Who does WIC serve?

Low-income pregnant and postpartum women, breast-feeding women, and infants and children up to five years of age throughout Guam who are at nutritional risk.

How does WIC Supplement Nutrition?

- Clients are assigned a "food package" specifically tailored to meet their **nutritional** needs.
- Food packages are different for each age group and client category.
- A "food package" is not a box of food.
- **Issued in the form of "Food Instruments" commonly referred to as WIC checks.**

+

FY 2016 Guam WIC FMNP Rules & Procedures

All WIC FMNP authorized farmers shall review and comply with the following rules and procedures of the Guam WIC Farmers' Market Nutrition Program (FMNP):

1. Authorized farmers shall comply with all existing laws, regulations, policies and operating procedures of the WIC FMNP as may be amended from time to time, including but not limited to 7 CFR Part 248.

2. Only authorized FMNP farmers may accept FMNP coupons/Cash Value Voucher (CVVs).

3. Farmers shall allow only WIC FMNP eligible foods for purchase by FMNP recipients. All fresh fruits, vegetables and culinary herbs grown on Guam by authorized WIC FMNP farmers are eligible foods. FMNP coupons/CVVs are redeemed only for eligible foods.

4. FMNP coupons may not be accepted for purchasing the following, but not limited to other products such as: cider eggs, cheese, honey, syrup, plants, jam, baked goods, decorative fruits or vegetables (including painted pumpkins), potted or dried herbs, gourds and dried, preserved or processed fruits and vegetables.

5. Farmers shall allow eligible foods for purchase by WIC recipients. Only fresh fruits and vegetables grown on Guam by authorized WIC FMNP farmers are eligible foods. CVVs are redeemed only for eligible foods.

6. For Cash Value Voucher (CVV), the unallowable food items include:

    - herbs (cut or potted) or spices;
    - edible blossoms and flower (except broccoli, cauliflower, and artichokes are allowed);
    - white potatoes (except orange yams and sweet potatoes are allowed)
    - vegetable-grain mixtures;
    - fruit-nut mixtures;
    - peanuts;
    - juices;
    - canned and dried mature legumes;
    - baked goods.

7. The "Authorized FMNP Farmer - We Gladly Accept FMNP Coupons and Cash Value Vouchers" poster must be displayed in clear view at all times during the FMNP market season operations. A farmer whose poster is lost or destroyed must obtain another poster from the WIC FMNP.

8. Authorized farmers shall comply with the requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Department of Agriculture regulations on non-discrimination (7 CFR Parts 15, 15a and 15b) and Food and Nutrition Service Instructions as outlined in 7 CFR Part 248: 1/1/03 Edition.

9. Farmers shall maintain their bona-fide farmer certification status with the Department of Agriculture throughout each FMNP market season, and provide a current copy to the WIC FMNP when requested.

10. Farmers shall provide a current "Crop Plan" (a list of produce items that are being grown for sale at the market, along with their acreage or row-feet of production) to the WIC FMNP prior to each FMNP market operation.

11. Farmers shall have a fixed schedule of days and hours of operation. The schedule must include a minimum of three days per week for three hours of operation at the seven farmers' market sites (DPHSS Dededo Northern Public Health Center parking lot; DPHSS Mangilao Public Health parking lot; Tiyan WIC front lawn area; Dededo Flea Market; Mangilao Flea Market across Mayors' office; Chamorro Village in Hagatna; and Agat Sagan Bisita Tuesday Night Market) and the five roadside stands (Agana Heights Mayor's Office, Agat Mayor's Office Route 2, Island View Farms Marine Corps Drive Route 1 (in front of Guam Home Center), Inarajan Inalahan Way Route 4, Leon Guerrero Stand Route 4) for a minimum of five months during the FMNP period of operations. A farmer that participates at the Dededo Flea Market (the seventh market) on Saturdays and Sundays (morning only) must comply with the above mentioned time minimum schedule of farmers' market on weekdays. This schedule must be submitted to the State Agency prior to the commencement of the FMNP period of operation. Any amendments to the schedule must be approved by the State agency. This is to ensure that FMNP recipients have adequate access to the farmers' market.

12. Farmers shall be located within a farmers' market area as determined by the WIC FMNP to be easily accessible to WIC FMNP/CVV recipients.

13. Farmers shall display clearly and visibly the price per pound of all produce they sell at the farmers' market at all times.

14. Produce available for purchase by FMNP/CVV shoppers during farmers' market operations shall be at a minimum 80% locally grown by the authorized farmer (by volume, weight or value). Authorized farmers shall not accept FMNP coupons or CVVs when only produce grown by someone else (unauthorized FMNP farmers' profit) is available for purchase during farmers' market operations.

15. Farmers shall supply a sufficient volume and variety of high-quality fresh produce to meet the nutritional needs of the WIC FMNP participant.

16. Only the WIC FMNP farmer's identification stamp provided by the State agency shall be used on FMNP coupons/CVVs, accepted and redeemed, and authorized farmers shall maintain secure storage of the farmer's identification stamp and immediately report loss or damage of the stamp to the State agency.

17. Farmers shall return the FMNP identification stamp to the State agency upon termination of the Farmer's Participation Agreement, disqualification, change in ownership, upon closing of the FMNP season each fiscal year but no later than five (5) calendar days after the market season, or upon request by the State agency.

18. Farmers shall have a weight scale during the sale of produce. Scale must be approved, calibrated, and inspected annually by the Government of Guam, Department of Revenue and Taxation, Weights and Measures Section. Copy of the document confirming the annual inspection and approval of the weight scale shall be provided to the WIC FMNP office prior to each FMNP period of operation.

19. FMNP coupons/CVVs shall only be redeemed at designated and scheduled Farmers' Market sites. Authorized farmers and FMNP/CVV recipients will be furnished with a FMNP market schedule.

20. To enter the actual purchase price or the maximum dollar value of the CVV, whichever is less, with a black or blue ink on each CVV and before the CVV is signed. The purchase price must be for only the authorized supplemental food items actually obtained by the participant. This will accommodate instances where a participant, at his/her discretion, adds their own funds to a fruit/vegetable transaction that exceeds the dollar value of the CVV.

21. To ensure the participant or authorized parent/caretaker of an infant or child participant signs the CVV with a black or blue ink in the presence of the cashier immediately after the cashier enters the purchase price and date of purchase on the CVV. The cashier must witness the signing of the food instrument or cash value voucher and verify if the signature made on the CVV is the same as the signature specimen in the WIC I.D. card.

22. Farmers shall not redeem FMNP coupons/CVVs accepted by, or on behalf of, unauthorized farmers.

23. All FMNP coupons/CVVs accepted by authorized farmers shall be marked in the appropriate space, with the farmer's identification number assigned by the WIC FMNP.

24. FMNP coupons have a face value of $2.00 each and shall be treated like cash. Farmers are to validate coupons immediately by entering their farmer's identification number on them, and maintain secure storage of coupons to safeguard them from loss or theft.

25. Cash Value Vouchers have a face value of $8.00, $11.00 or $16.50 depending on the client category and shall be treated like cash. Participant may have more than one CVV and may be allowed to combine the CVVs to purchase fruits and vegetables only. The CVV transaction is as follows:

    A. Participant gives farmers their WIC ID and CVV(s) for verification. Farmers are to validate vouchers by verification of the purchase date falls within the "First Date to Use" and the "Last Date to Use" on the voucher. The client must use the CVV within the period indicated on the CVV.
    B. Farmer enters date of transaction in the "Date of Use" box.
    C. Farmer writes total price to be applied to the CVV in the space provided. The amount may never exceed the maximum value of the CVV. If the total purchase price is less than the maximum value of the CVV, farmer is encouraged to offer the shopper more eligible items to ensure maximum value. However, if the participant refuses to get more items, farmer should write in the lesser amount on the CVV.

26. FMNP farmers shall not collect any State or local tax on WIC FMNP coupon/CVV purchases.

27. Farmers shall not give cash to FMNP/CVV recipients in exchange for FMNP coupons/CVV under any circumstances or return any change. NO CHANGE AT ALL! There are no exceptions, even for customers wanting only a small amount of produce. The shopper may not know how to prepare or store larger quantities of fresh produce and would welcome the farmers' advice.

28. Farmers may accept cash in addition to FMNP coupons for purchases by FMNP shoppers. For example, one FMNP coupon at $2.00 and .50 cents can complete a $2.50 purchase.

    For CVVs, the farmer agrees to not issue cash change to a WIC client for purchases less than the total value of a cash value voucher. However, the WIC client may use his/her own funds (cash only) for purchases in excess of the

monetary limit for his/her cash value voucher. For example, one $11.00 CVV and 50 cents can complete a $11.50 purchase. The monetary amounts above the limits for his/her cash value vouchers are subject to any tax which applies to non-WIC purchase of fruits and vegetables.

In addition WIC participants are allowed to combine multiple CVVs and FMNP coupons in a single transaction to fully cover the costs of their fruit/vegetable purchase. For example a WIC client can use a $8 and $11 CVV or both CVV along with a FMNP coupon towards the purchase of local fresh fruits and vegetables. Alternatively or additionally, a WIC client may pay for the difference between the total purchase price and maximum dollar value of the CVV or multiple CVVs with their own funds cash only if they desire.

29. Farmers must offer eligible foods to FMNP coupon/CVV shoppers at no more than the price charged to other customers. If the amount of the sale is less than the value of the FMNP coupon/CVV, the farmer should provide additional fruits and vegetables acceptable to the FMNP coupon/CVV shopper to make up the difference.

30. Farmers must offer WIC FMNP/CVV shoppers the same courtesies offered to other customers. Any customer presenting FMNP coupons/CVV should be presumed to have obtained them legitimately.

31. If it is learned that an FMNP coupon/CVV theft has occurred, the program staff will alert all farmers of the color and serial numbers of the missing FMNP coupons/CVVs. The farmer who notices any of the FMNP coupons/CVVs being offered for a purchase should politely inform the shopper that: "According to the WIC FMNP office, this FMNP coupon/CVV is no longer valid and cannot be accepted." The farmer should also advise the participant to contact the program coordinator, program manager, or the WIC clinic site where they received the FMNP coupons/CVVs. This should be done with discretion because the customer may not be aware that there is any problem with spending the FMNP coupon/CVV. A farmer making an effort to screen out invalid FMNP coupon/CVV in this manner will not be penalized for redeeming any FMNP coupon/CVV accepted in good faith.

32. FMNP coupons/CVVs shall not be accepted after the "last day of use" as specified on the FMNP coupon/CVV. Expired FMNP coupons/CVVs will not be honored for payment by the program's representatives banking institution. Farmers are requested to deposit FMNP coupons/CVVs for payment within the same week of receipt to assist the WIC FMNP in tracking coupon issuance and redemption patterns, or no later than 30 calendar days after the "last day of use."

33. WIC FMNP staff may conduct unannounced inspections at the market site or the food production site to ensure compliance.

34. At any point during the program year that a farmer receives a Notice of Suspension from the program, the farmer must immediately remove any FMNP/CVV posters from his/her sales area and stop accepting the FMNP coupons/CVVs until further notice.

35. WIC FMNP may establish a claim against a farmer for FMNP coupons/CVVs redeemed in violation of WIC FMNP rules and regulations. Payment shall be made to the State agency for any coupons transacted in violation of this agreement

36. No person shall be denied participation on the grounds of race, color, national origin, age, sex, or disability or otherwise subjected to discrimination under this program.

37. All authorized farmers and representatives must attend the FMNP annual training and accept training on FMNP procedures. The training will include the transaction of FMNP coupons and Cash Value Vouchers (CVVs).

38. At any such time a farmer wishes to cease operation prior to the end of the authorized period, the farmer must inform the FMNP Coordinator in writing and state the reason.

39. Upon request, provide farmer/farmers' market information to the State agency addressing reporting requirement as required by federal/local official.

40. A farmer/farmers' market/ roadside stand will be disqualified from the Program upon Class II violations. The farmers' has a right to appeal his disqualification, refer to Sanctions/Violations and appeal process.

Appendix P-2

Guam WIC FMNP
VIOLATIONS AND SANCTIONS

Rule Violations

Sanctions against farmers violating program rules and regulations will be based on the nature and frequency of violations that have been substantiated by observation, compliance buys or other means. Violations applicable to any authorized farmer will be identified as either Class I or Class II:

Class I violations will result in a verbal warning from the Guam WIC FMNP to the violating farmer and will be documented in the State Agency's file for that farmer. The farmer will be invited to explain or question the violation. The response and/or any corrective actions taken will also be recorded. Any repeated violations of a Class I violation during the period of FMNP operation will constitute a Class II violation. A Class I violation, one or more, not in any priority order, include:

a) Failure to display the "We Gladly Accept FMNP Coupons and Cash Value Voucher" poster.

b) Knowingly providing false information about the program to FMNP coupon/CVV recipients or others.

c) Failure to abide by the program complaint process.

d) Accepting FMNP coupons/CVVs for foods not locally grown that is, grown on Guam.

e) Failure to cooperate with a State Agency request to inspect a production site within a reasonable period of time when the farmer is suspected of accepting FMNP coupons/CVVs for food not "locally grown".

f) Abusive treatment of FMNP coupon/CVV recipients, program monitors or staff, or individuals associated with the FMNP.

g) Failure to sell produce at the Farmers' Market on the fixed schedule of days and hours of operation for a minimum of five months.

h) Violation of any other FMNP rule or regulation that is not specified in this section as being either a Class I or Class II violation.

Class II violations will result in suspension and possible disqualification from the FMNP. Certain abuses may constitute a criminal offence; subject the vendor to prosecution under applicable state or federal laws. Upon receipt of a "Notice of Suspension" from the Guam WIC FMNP, the farmer must immediately cease displaying the FMNP/CVV posters and

accepting FMNP coupons/CVVs for the period of suspension. Class II violations, not necessarily in any priority order, include:

a) Giving FMNP coupon/CVVs shopper's cash change where the value of the shoppers' purchase is less than the value of the FMNP coupon(s)/CVV(s) presented.

b) Cashing FMNP coupons/CVVs for customers, or cashing FMNP coupons/CVVs obtained from any unauthorized source, including FMNP coupons/CVVs accepted by an unauthorized, suspended, or disqualified farmer at the market.

c) Accepting FMNP coupons/CVV for non-food items or for any purchase other than eligible foods.

d) Accepting FMNP coupons/CVVs, or indicating willingness to accept FMNP coupons/CVVs by posting FMNP signs at any site that is not authorized to accept FMNP coupons/CVVs.

e) Accepting FMNP coupons/CVVs after the expiration date.

f) Participating in the FMNP coupon/CVV program while selling only fruits or vegetables grown by someone else.

g) Charging higher prices for FMNP coupon/CVV sales than for cash sales.

h) Discriminating against FMNP coupon/CVV recipients based on race, color, national origin, sex, age or disability.

i) Continuing to participate in the FMNP coupon/CVV program during a period of suspension or disqualification, including acceptance or evidence of intent to accept FMNP coupons/CVVs.

Suspension

A "Notice of Suspension" for a two-month period will be issued to the farmer. The farmer will be required to relinquish his/her FMNP ID and stamp. When the suspension period has expired, the FMNP Coordinator/Manager will reissue the FMNP ID and stamp to the farmer. Suspensions will be invoked under these circumstances:

1. The second instance of any Class I violation during the period of FMNP operation.

2. The first instance of any Class II violation during the period of FMNP operation.

Termination

Termination will be considered in the following violation of the FMNP Contract Agreement of any repeated offenses in Class II.

Guam WIC FMNP
FARMER APPEALS

Filing an Appeal

A farmer may appeal an action of the Guam WIC FMNP denying its application to participate, imposing a sanction, or disqualifying them from participating in FMNP. Expiration of a contract or agreement shall not be subject to appeal.

In the case where an adverse action affects a local agency or farmer/farmers' market, a postponement is appropriate where the State Agency finds that recipients would be unduly inconvenienced by the adverse action. In addition, the State Agency may determine other relevant criteria to be considered in deciding whether or not to postpone an adverse action.

Appeals Procedures

The State Agency will provide the farmer with the following:

1. Written notification of the adverse action, the cause(s) for the action, and the effective date of the action, including the State Agency's determination of whether the action shall be postponed if it is appealed, and the opportunity for a hearing. Such notification shall be provided within a reasonable time frame and in advance of the effective date of the action.

2. The opportunity to appeal the action within the time specified by the State Agency in its notification of adverse action.

3. Adequate advance notice of the time and place of the hearing to provide all parties involved sufficient time to prepare for the hearing.

4. The opportunity to present its case and at least one opportunity to reschedule the hearing date upon specific request. The State Agency may set standards on how many hearing dates can be scheduled, provided that a minimum of two hearing dates is allowed.

5. The opportunity to confront and cross-examine adverse witnesses.

6. The opportunity to be represented by counsel, if desired.

7. The opportunity to review the case record prior to the hearing.

8. An impartial decision-maker, whose decision as to the validity of the State Agency's action shall rest solely on the evidence presented at the hearing and the statutory and regulatory provision governing the FMNP. The basis for the decision shall be stated in writing, although it need not amount to a full opinion or contain formal findings of fact and conclusions of law.

9. Written notification of the decision in the appeal, within 60 days from the date of receipt of the request for a hearing by the State Agency.

Appealing an adverse action does not relieve a farmer permitted to continue in the FMNP while its appeal is pending, from responsibility for continued compliance with the terms of the written agreement or contract with the State Agency.

If a State level decision is rendered against the farmer and the appellant expresses an interest in pursuing a further review of the decision, the State Agency shall explain any further State level review of the decision and any available State level rehearing process. If neither is available, and both have been exhausted, the State Agency shall explain the right to pursue judicial review of the decision.

Guam WIC FMNP
COMPLAINT PROCESS

Most issues can be dealt with locally, without involving State officials, or through procedural changes that come about because of routine problem-solving communications among the State and the farmers. If a problem cannot be resolved satisfactorily through these means, the following rules and procedures apply:

<u>How to file a complaint</u>

In the case where an individual farmer, WIC participant, or a WIC staff member is involved, complaints must be accepted verbally and documented and/or submitted in writing. This is necessary to avoid any unwarranted complaints and to protect the rights of all involved.

A person wishing to file a complaint, may write to:

Guam WIC Program
Farmers Market Nutrition Program
Administration Office

Building #15-6100, Mariner Avenue,
Barrigada (Tiyan), Guam 96913-1601

Or you may call the WIC FMNP at: 475-0292/0300

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/compaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: program.intake@usda.gov.

The institution is an equal opportunity provider.

Action on Complaints

Initial action on a complaint will occur no later than five (5) working days from the date the written complaint is received. The process generally depends on the type of complaint.

Access to FMNP coupons/CVVs or behaviors of FMNP coupon/CVV shoppers

Although every FMNP coupon/CVV recipient has been instructed on how and where FMNP coupons/CVVs may be utilized, the Guam WIC FMNP cannot control human nature.

No amount of instruction can prevent an occasional shopper from asking to buy jam or receive cash change for FMNP coupons/CVVs.

No person is "entitled" to FMNP coupons/CVVs. The FMNP is an added benefit to the existing WIC Program and should be treated as such.

Contact between the authorized farmer and the Guam WIC FMNP clinic sites

Occasional contact between the farmers and the Guam WIC FMNP to plan promotional events or for training is encouraged. However, farmers or their employees should not contact the Guam WIC FMNP clinic or the administrative staff directly to complain about residents' access to FMNP coupon/CVV or an apparent need for recipients to be better informed about how to use the FMNP coupons/CVVs. Rather, the complaint should be directed to the FMNP Coordinator. The Coordinator may be able to respond immediately or otherwise, may refer the matter to the appropriate staff or to the WIC FMNP Manager if the complaint involves WIC participants or WIC FMNP staff. In some cases, the WIC FMNP Manager may contact the farmer lodging the complaint so that the parties may discuss the matter and arrive at some common understanding and/or resolution of the problem.

Confidentiality

The identity of any person filing a complaint shall be kept confidential except to the extent necessary to conduct an investigation, hearing or judicial proceeding regarding the complaint.

Anonymous Complaint

The Guam WIC FMNP will accept and consider all program complaints reported by a party who refuses to be identified even under conditions of confidentiality. This applies to both written and verbal complaints.

Department of Public Health and Social Services
Guam WIC Farmers' Market Nutrition Program

FARMER APPLICATION
Fiscal Year: 2016

Name of farmer: (print name) _____

Farm name:(if applicable) _____

Mailing address: _____

City _____ State _____ Zip code _____

Daytime contact number (s) _____ Cell number (s) _____

Evening contact number (s) _____ Pager number (s) _____

Farm location (street address & village) _____

_____

_____

Are you a Bonafide Farmer certified by the Department of Agriculture? (Check mark one)

Yes [ ] No [ ]

If yes, please attach a copy of the certification from the Department of Agriculture.

Are pesticides used on the produce you have listed on the crop plan? (Check mark one)

Yes [ ] No [ ]

If yes, what type of pesticides?