

General Volume
Funding Accountability Section

Local WIC Provider Outside Contracting (1.04800)

ER# 1.04800

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POLICY: The local WIC provider (LWP) may enter into contracts or agreements with individuals, other local WIC providers or other entities to provide WIC services. The contracts or agreements must include specifics as detailed in the procedures below.

PROCEDURES:

- A. The LWP may contract with an individual to provide staff functions. When this is done, the agency shall assure that:
1. The individual meets the requirements for the specific position he/she will fill.
 2. The contract includes, at a minimum, the following items:
 - a. Amount of monetary compensation including all of the following:
 - i. Hourly rate.
 - ii. Fringe benefits, if any.
 - iii. Salary increases to be expected, if any.
 - b. Clearly written job responsibilities.
 - c. Amount of time the position will be needed monthly.
 - d. For a nutritionist, a total of one day per month (approximately) should be set aside for the following responsibilities:
 - i. Planning for nutrition education,
 - ii. Continuing education (in-services, conferences, etc.),
 - iii. Consultation with state WIC staff, and
 - iv. Development and evaluation of the nutrition portion of local WIC provider plan.
 - e. Probationary period, if applicable.
 - f. Performance reviews.
 - g. Expenses to be reimbursed. Mileage may be charged to WIC if approved by the state WIC office and reimbursed at the local WIC provider rate.
- B. The LWP may contract with other local agencies to provide services requiring a nutritionist. When this is done:
1. One agency must assume the administrative responsibility for the nutritionist.

2. The administrative agency will contract with the other local agencies that will be sharing the nutritionist's time. That contract should include all of the following:
 - a. How many hours will be spent at which location.
 - b. How the nutritionist will be paid using one of the following options:
 - i. Each agency will pay the administrative agency for the cost of the nutritionist's actual time spent at the agency.
 - ii. Each agency will pay the nutritionist directly according to the time spent in the agency. With this option, how costs for conferences and in-services will be covered must be included.
 - c. The amount and timing of salary increases, if any.
 - d. How travel expenses incurred by the nutritionist will be handled. (See A.2.g. above.)
 - e. How performance evaluations will be conducted.
 - f. How disciplinary actions will be handled.
 - g. Termination procedures for terminating the contract with the nutritionist or the other local WIC provider(s) within the contract period, if needed.
- C. The LWP may use facilities that are not LWP owned to deliver WIC services (e.g. Satellite sites).
 1. When this is done, the LWP shall contract or develop an agreement with the owner of that facility.
 2. The contract shall specify:
 - a. The responsibility of each agency regarding use, cleanliness, insurance, etc.
 - b. The monetary compensation, if any, which the contracting entity will receive.
 - c. The days and time when the facility will be available to the LWP.
 - d. The notice that will be given by either party before cancellation of the contract/agreement.
 - e. Other items considered necessary.
- D. The LWP may contract for interpretive services. The LWP may specify that the services will be on an as needed basis.
- E. Preventing Conflict of Interest
 1. Health professional staff that certifies a WIC applicant/participant for benefits should not, on a regular basis, issue food instruments for the same applicant/participant throughout the entire certification period. Refer to [ER# 3.04800](#).
 2. No one local agency staff or contractor of local agency shall certify oneself for WIC benefits nor issue food instruments or supplemental foods to oneself.
 3. Employees of a local agency and contractor(s) of a local agency shall not certify relatives or close friends for WIC benefits nor issue food instruments or supplemental foods to

relatives or close friends.

F. All contracts shall be retained for audit.