



**VI DEPARTMENTS OF AGRICULTURE & HEALTH MEMORANDUM OF
UNDERSTANDING:
WIC Farmers' Market Nutrition Program**

This MEMORANDUM OF UNDERSTANDING (MOU) between the Virgin Islands Departments of Agriculture (VIDA), (RRI Box 10345 Kingshill, St. Croix VI 00850) and the Virgin Islands Department of Health - Special Supplemental Nutrition Program for Women, Infants and Children (VIWIC), has been agreed upon on November 30, 2021.

Part I: General Overview

VIDA and VIWIC share the primary goal of implementing the Farmers' Market Nutrition Program (hereafter known as FMNP) funded by the USDA- Food and Nutrition Service (hereafter known as FNS). The specific delineation of roles and responsibilities are described by this Memorandum of Understanding.

1. In agreement with FNS, The WIC Farmers' Market Nutrition Program (FMNP) is associated with the Special Supplemental Nutrition Program for Women, Infants and Children, popularly known as WIC.
2. In agreement with FNS the goal of FMNP program is to provide fresh, unprepared, locally grown fruits and vegetables to WIC participants, and to expand the awareness, use of, and sale of produce at Virgin Islands farmers' markets and farmers' stands.
3. The FMNP is administered through a Federal/State partnership in which the Food and Nutrition Service (FNS) provides cash grants to State Agency (in this case VIDA). The FMNP is administered by VIDA. As a prerequisite to receiving Federal funds for the FMNP the State Agency must submit a State Plan describing the manner in which the State agency intends to implement, operate and administer all aspects of the FMNP within its jurisdiction.
4. Eligible WIC participants are issued FMNP checks in addition to their regular WIC benefits. These checks can be used to buy eligible foods from farmers at farmers' markets or roadside stands that have been approved by VIDO to accept FMNP checks. The farmers at farmers' markets or roadside stands then submit the coupons to the bank for reimbursement. The Federal food benefit level for FMNP recipients may not be less than \$10 and no more than \$30 per year, per recipient. However, State agencies may supplement the Federal benefit level.
5. Nutrition education is provided to FMNP recipients by an arrangement with the local WIC agency. Other program partners may provide nutrition education and/or educational information to FMNP recipients.



Part II: Roles and Responsibilities

STATE AGENCY - VI Department of Agriculture (VIDA)

1. VIDA agrees to act as State Agency for Territory, while adhering to all rules and regulations stipulated by FNS governing the functions of the State Agency operating FMNP, which includes:
 - a. Submission of State Plan and all pertinent documents
 - b. Completion of all Reports in accordance with FNS deadlines
 - c. Administration of funds
 - d. and all other requirements of FMNP grant recipient/State agency.
2. VIDA agrees to the General Administration of FMNP to include:
 - a. Authorize and train local WIC agencies/clinics.
 - b. Issue FMNP coupons to local WIC agencies/clinics.
 - c. Negotiate contracts with CSA farmers.
 - d. Negotiate contracts for bulk purchases.
 - e. Reconcile FMNP coupons.
 - f. Conduct FMNP reviews of local agencies/clinics.
 - g. Authorize farmers/farmers' markets/roadside stands.
 - h. Monitor farmers/farmers' markets/roadside stands.
 - i. Staffing of FMNP.
3. VIDA agrees to assist in the provision of nutrition education materials to the VIWIC Program which will provide the nutrition education necessary to comply with the FNMP Nutrition requirement.

PARTNERING AGENCY - VI Department of Health Special Supplement Nutrition Program for Women, Infants and Children (VIWIC).

4. VIWIC agrees to serve as agency to certify eligible participants in highly concentrated target area(s) with access to farmers' markets and roadside stands.
5. VIWIC agrees to keep record of such certification(s), per §248.4(9), and to make these available to VIDOA and/or USDA representative.
6. VI WIC agrees to distribute coupons to eligible recipients and instruct participants in the use of food coupons and the purpose of the FNMP.
7. VIWIC agrees to keep inventory and distribution records of coupons issued and to make these available to VIDOA and/or USDA representative in accordance to reporting guidelines (§248.23).



Appendix C. MOU

8. VI WIC agrees to provide Nutrition Education, {in accordance to FNS-FNMP nutrition education requirements (§248.9) in the relationship of proper nutrition to good health and the importance of consuming fresh fruits and vegetables and in the nutritional benefits of those offered by the FNMP.


Part III: Compensation

Both Parties agree that this is a non-compensatory agreement.

Part IV: Effective Date

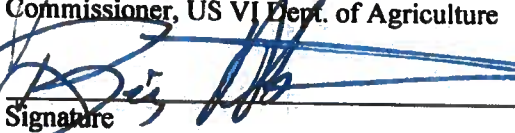
This Memorandum of Understanding is effective upon the signature of the Commissioner of the Department of Property and Procurement. It shall remain in effect for the term (October 1, 2021 – September 30, 2024) and renewed at end of stated date with the submittal of the FMNP State Plan.

APPROVAL FOR THE VI DEPARTMENT OF AGRICULTURE



Signature Postive T.A. Nelson
Commissioner, US VI Dept. of Agriculture

2/3/2022
Date



Signature
Director, Marketing Division, US VI Dept. of Agriculture


2-3-2022
Date

APPROVAL FOR THE VI DEPARTMENT OF HEALTH



Signature Justa E. Encarnacion
Commissioner, VI Dept. of Health


2/25/2022
Date



Signature
Director, WIC Program

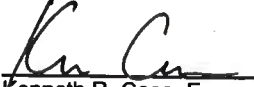
2/17/2022
Date

APPROVAL FOR THE VI DEPARTMENT PROPERTY & PROCUREMENT



Signature Anthony D. Thomas
Commissioner, US VI Dept. of P&P
APPROVED FOR LEGAL SUFFICIENCY

5/6/2022
Date



Kenneth R. Case, Esq.
Department of Justice



Date: 05/05/2022