



Where Food Comes From (WFCF) Process Verified

General Policies and Procedures

1 Purpose This document outlines the responsibilities and requirements for services provided under the Where Food Comes From (WFCF) Process Verified program. This program is designed to provide independent verification that special processes and/or marketing claims are clearly defined and verified by an independent third party.

2 Scope

The provisions of this document apply to the WFCF PVP. Program requirements are available upon request and will be outlined on the WFCF PVP Web site at www.ProcessVerified.com

3 References

The following referenced documents are used for the application of this document. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies.

ISO 19011:2002 Guidelines for quality and/or environmental management systems auditing Where Food Comes From PVP Services Web site: www.ProcessVerified.com

WFCF PVP Program Requirements

4 Responsibilities

- 4.1** Customers must meet all applicable requirements outlined in this document.
- 4.2** Customers must inform WFCF, without delay, of significant changes relevant to program approval.
- 4.3** WFCF conducts audit activities in accordance to *ISO 19011:2002 Section 6 Audit Activities*. Audit documentation is retained by the WFCF in an electronic format.
- 4.4** WFCF provides notice of any changes to its requirements, and verifies that customers carry out any necessary adjustments.

5 Contact Information

For additional information about the WFCF PVP, please contact:

Where Food Comes From, Inc
202 6th Street, Suite 400
Castle Rock, Co 80104

Office: 866-895-3002

6 Applying for Service

6.1.1 Please submit a cover letter (hard copy or in electronic form) requesting services. The cover letter should include the following:

- a) A clearly defined requested scope;
- b) General information concerning the customer such as its activities, human and technical resources, and its relationships in a larger corporate entity, if any;
- c) Information concerning all outsourced processes used by the customer that will affect the program;
- d) Addresses of all physical locations(s) to be covered by the scope of the program; and
- e) Information concerning the use of consultancy relating to the management system.

6.1.2 A complete copy (hard copy or in electronic form) of the customer's program documentation as described in the individual program procedure, as applicable.

6.2 The customer may withdraw from the application process at any time. Customers are responsible for fees accrued prior to withdrawing their application.

7 Receiving Applications for Service

7.1 The WFCF PVP Program Manager, or designee, notifies the customer upon receiving the application for service. If the submitted application is inadequate, the WFCF PVP Program Manager, or designee, contacts the customer to request the additional documentation. The application is withheld from further processing until the necessary documentation is received.

7.2 Once the application is complete, the WFCF PVP Program Manager, or designee, assigns an auditor to conduct the desk audit. The application and documentation is forwarded to the auditor.

7.3 The WFCF PVP Program Manager, or designee, notifies the customer of the assigned auditor.

7.4 When applicable, the WFCF PVP Program Manager, or designee, also notifies the Program Review Committee prior to initiating the audit process.

8 Desk Audit

8.1 The customer may request to forego a desk audit. This request must be submitted in writing to the WFCF PVP Program Manager and must be approved. If the request is approved, an on-site audit must be conducted prior to approval of the program or any significance change.

8.2 The WFCF auditor conducts a desk audit of the customer's program documentation to ensure that all program requirements are fully addressed.

8.2.1 If the program documentation is adequate and the majority of the program requirements are met, then the auditor notifies the WFCF PVP Manager that the initial on-site audit may be scheduled.

8.2.2 If the program documentation requires minimum clarification or additional information, then the auditor obtains the clarification or additional information. Once the program documentation is adequate and the majority of the program requirements are met, the auditor notifies the WFCF Manager that the initial onsite audit may be scheduled.

8.2.3 If the customer's program documentation does not meet the majority of the program requirements or if the auditor identifies that the customer would not pass the initial on-site audit, then the auditor prepares and submits a desk audit report itemizing the deficiencies. This report is submitted to the WFCF PVP Program Manager, or designee. The Program Manager, or designee, sends the report to the customer discussing the action that the customer must take before continuing the audit process.

8.2.4 Following the completion of a new agreement, a customer with a current approval certificate in place, may submit application materials as described in section 7 and may request a desk audit to determine that all procedures currently in place meet and fulfill all requirements of the WFCF PVP. Once this determination has been confirmed using an off-site document and program review, the approval certificate will be accepted under the WFCF PVP and subject to renewal within twelve months from the desk approval date or at the time the approval certificate expires, whichever occurs earlier. Any upgrade to add programs that exceed the current scope of the customer approval will be subject to an onsite audit per the WFCF PVP program requirements. Once final approval is given and the approval certificate is accepted under the WFCF PVP, the customer agrees to follow all WFCF PVP requirements from the approval date moving forward.

9 On-site Audit

9.1 The WFCF PVP Manager, or designee, appoints the audit team to conduct the on-site audit. The audit team consists of a suitable number of auditor(s) and/or technical expert(s). After the audit team is appointed, the program documentation is forwarded to the audit team leader.

9.2 The WFCF PVP Manager, or designee, notifies the customer of the assigned auditor(s) and/or expert(s).

9.3 Once the date and schedule is arranged between the customer and the audit team, the audit team leader prepares an audit plan and cost estimate. The documents are submitted to the customer prior to the scheduled onsite audit.

9.4 The on-site audit is conducted in accordance to *ISO 19011:2002 Section 6 Audit Activities*. The objective of an on-site audit is to verify the customer's conformance to the audit criteria.

9.5 The on-site audit is conducted at the premises of the customer from which one or more key activities are performed. Where relevant, the on-site audit includes other selected locations where the customer operates, to gather objective evidence that the customer is competent and conforms to the requirements of the audit criteria. Additionally, the audit team reviews the performance of a representative number of staff of the customer to gather objective evidence.

10 Audit Findings and Audit Report

10.1 All audit findings, including identified non-conformances, continuous improvement points, and recommendations, are discussed with the customer at the conclusion of the on-site audit. If the audit team cannot reach a conclusion about an audit finding, the audit team refers to the WFCF PVP Manager for clarification.

10.2 Audit findings may consist of the following:

- a) *Major non-conformance*: A non-conformance that compromises the integrity of the program or product to the extent that program approval should be denied, suspended, withdrawn, revoked, or delayed until corrective action can be completed. Any absence or complete breakdown of a program requirement is considered a major non-conformance.
- b) *Minor non-conformance*: A non-conformance that does not compromise the integrity of the program or product. Isolated incidences of non-conformance are considered a minor non-conformance. A minor non-conformances not corrected or addressed in a timely manner may be upgraded to a major nonconformance.
- c) *Continuous improvement point (CIP)*: Observations or areas identified as opportunities for improvement. Although not identified as non-conformances,

- d) CIPs have the potential to become nonconformances if not corrected or addressed.

10.3 The audit findings, excluding CIPs, are outlined in the audit report, which is submitted to the WFCF PVP Manager, or designee, for final review and disposition. The WFCF PVP Manager has the discretion to modify the audit findings. WFCF is responsible for the content of the audit report.

10.4 CIPs are provided to the customer during the closing meeting and are not outlined in the audit report.

11 Correcting Identified Non-conformances

11.1 Customers must address all non-conformances and respond to all requests for corrective actions and corrections, as applicable, within the time frame specified in the audit report.

11.2 Requests are based on non-conformances identified during the audit. Customers must identify the cause(s) of the non-conformance, determine the necessary corrective action, and implement the corrective actions. Additionally, if the non-conformance resulted in the use or delivery of non-conforming product, the customer must identify the non-conforming product and make correction appropriate to the non-conformance. Written corrective action responses must be submitted in hard copy or electronic form.

11.3 The following actions must be taken by the customer, when applicable:

- a) *Corrective Action*: Action to eliminate the cause of a detected non-conformance. Corrective action is taken to prevent recurrence.
- b) *Correction*: Action to eliminate a detected non-conformance. Correction does not address the cause of the non-conformance but rather the specific non-conforming product.
- c) *Preventative Action*: Action to eliminate the cause of a potential non-conformance. Preventative action is taken to prevent occurrence.

12 Corrective Action Audit

12.1 The audit team leader conducts a corrective action audit to ensure that the customer's responses are sufficient in addressing the non-conformance(s). If the responses are found not to be sufficient, further information is requested. Evidence of effective implementation of actions taken may be requested. Corrective action audits are normally conducted via a document review. However, an on-site corrective action audit may be conducted to verify effective implementation of the corrective actions.

Corrective action audits and any other post on-site audit activities are conducted in accordance to *ISO 19011:2002 Section 6 Audit Activities*.

12.2 The findings of the corrective action audit are outlined in an audit report. The report is submitted to the WFCF PVP, or designee, for final review and disposition. The WFCF PVP Manager has the discretion to modify the audit findings.

13 Program Approval

13.1 Program approval is based upon the audit findings and the recommendation of the audit team. The approval is issued for the appropriate time period in accordance to the individual program procedure. The WFCF PVP Manager makes the final decision regarding approval status. When appropriate, a WFCF PVP Review Committee makes the final decision regarding approval status, in accordance to the individual program procedure.

13.2 Program approval status may be one of the following:

- a) *Approval*: No non-conformances were identified during the audit. No actions are necessary by the customer.
- b) *Approval with Conditions*: (1) Non-conformances, and any non-conforming product, were corrected prior to the decision of approval; or (2) only minor non-conformances were identified during the audit. Non-conformances were identified during the audit. Customers must submit corrective actions and corrections as applicable within the time frame specified in the audit report. Additional desk audits and/or on-site audits may be conducted at the customer's expense.
- c) *Denied Approval*: Denied approval may be issued prior to the initial program approval for any of the reasons outlined below. Customers must submit corrective actions and correction as applicable to address any identified non-conformances before approval may be issued. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

13.3 Upon reaching a decision, the WFCF PVP Program Manager, or designee, sends the customer a cover letter, along with the audit report and any additional documentation. The cover letter audit report includes the "Notification of Audit Results" section, which details the approval status and any terms and conditions, as appropriate.

13.4 When appropriate, the Program Manager, or designee, adds the customer's program to the official listing on the applicable WFCF PVP Approved Program Web site.

14 Program Suspension

14.1 Program suspension is the temporary removal of a customer's approved program pending corrective action by the customer or formal program withdrawal by WFCF. The

customer must cease all activities upon notification of program suspension. However, agricultural products or services verified under the program prior to suspension remain verified.

14.2 The WFCF PVP Manager makes the final decision regarding program suspension. When appropriate, a WFCF PVP Review Committee makes the final decision regarding program suspension. *NOTE: The customer may request suspension.*

14.3 Program suspension may occur for any of the following reasons:

- a) Failure to adequately address any program requirement.
- b) Failure to demonstrate capability to meet any program requirement.
- c) Failure to follow the customer's approved program.
- d) Failure to maintain the customer's approved program.
- e) Failure to provide corrective actions and correction as applicable in the timeframe specified.
- f) Persistently failing to meet the requirements of the program or to abide by WFCF PVP policies and procedures.
- g) Implementing significant changes to an approved program without prior written notification to and approval by the WFCF PVP Manager.
- h) Failure to pay WFCF PVP fees.

14.4 Upon reaching a decision, the WFCF PVP Manager, or designee, notifies the customer in writing of the suspension and the details of actions required to be reinstated. The details of actions do not include specific remedies to barriers of reinstatement.

14.5 The official listing on the applicable WFCF PVP Web site is updated to reflect the status of the customer's program.

14.6 Recurring suspension of a customer's program may result in program withdrawal, or a reduction in the scope of the approval to exclude those parts where the customer has persistently failed to meet the requirements of the program, including competence.

15 Reinstatement of a Suspended Program

15.1 Final decisions regarding reinstatement of a suspended program is at the discretion of the WFCF PVP Manager. When appropriate, a WFCF PVP Review Committee makes the final decision regarding reinstatement, in accordance with the individual program procedures.

15.2 A program suspended due to the customer failing to adequately address any program requirement is reinstated immediately upon receipt of appropriate corrective

actions and corrections, as applicable. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

15.3 A program suspended due to the customer failing to demonstrate capability to meet any program requirement is reinstated immediately upon receipt of appropriate corrective actions and corrections, as applicable. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

15.4 A program suspended due to the customer failing to follow the customer's approved program is reinstated immediately upon receipt of appropriate corrective actions and corrections, as applicable. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

15.5 A program suspended due to the customer failing to maintain the customer's approved program is reinstated immediately upon receipt of appropriate corrective actions and corrections, as applicable. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

15.6 A program suspended due to the customer failing to provide corrective actions and/or corrections within the timeframe specified is reinstated upon submission of acceptable corrective actions and corrections, as applicable. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

15.7 A program suspended due to the customer persistently failing to meet the requirements of the program or to abide by WFCF PVP policies and procedures is reinstated immediately upon receipt of appropriate corrective actions and corrections, as applicable. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

15.8 A program suspended due to the customer implementing significant changes to the approved program without prior written notification and approval is reinstated immediately upon receipt of appropriate corrective actions and corrections, as applicable. Additional desk audits and/or on-site audits may be conducted at the customer's expense.

15.9 A program suspended due to the customer failing to pay WFCF fees is reinstated upon notification that all outstanding fees and interest have been paid in full.

16 Program Withdrawal

16.1 Program withdrawal is the removal of a customer's approved program, or a portion of it. Partial withdrawal may apply where a customer is approved for multiple scopes that may be treated individually for approval purposes. The customer must cease all activities upon notification of program withdrawal. In addition, agricultural

products or services verified under the program prior to the withdrawal are no longer verified.

16.2 Permanent withdrawal may apply if a customer deliberately misrepresented the eligibility of agricultural products or services, introduced prohibited compounds or substances, or used program approval in a manner as to bring the WFCF into disrepute. WFCF will not provide service to the customer during the timeframe that the permanent withdrawal is in effect.

16.3 The customer may request withdrawal.

16.4 The WFCF PCP Manager makes the final decision regarding program withdrawal. When appropriate, a WFCF PVP Review Committee makes the final decision regarding program withdrawal, in accordance to the individual program procedure.

16.5 Program withdrawal may occur for any of the following reasons:

- a) Audit findings that compromise the integrity of the program or product to the extent that program approval should be withdrawn.
- b) Deliberate misrepresentation of the eligibility of agricultural products or services distributed under an approved program.
- c) Confirmed finding of any prohibited compounds or substances. Upon confirming the violation, WFCF withdraws all approvals for customers in the product's chain of custody pending a complete investigation.
- d) Denying access to customer's facilities and records within the scope of the program.
- e) Use of program approval in such a manner as to bring the WFCF into disrepute.

16.6 Upon reaching a decision, the WFCF PVP Manager, or designee, notifies the customer in writing of the withdrawal and the details of actions required to be reinstated. The details of actions do not include specific remedies to barriers of reinstatement.

16.7 The official listing on the applicable WFCF PVP Web site is updated to reflect the status of the customer's program. Reference to the customer's program is removed from the official listing after a period of 60 days or the end of the appeals process, whichever is longer.

17 Reinstatement of a Withdrawn Program

17.1 Final decisions regarding reinstatement of a withdrawn program is at the discretion of the WFCF PVP Manager. When appropriate, and for programs that are impermanent withdrawal status, a WFCF PVP Review Committee makes the final decision regarding reinstatement.

17.2 Following withdrawal, reinstatement may be granted only after the customer has successfully completed an onsite audit. In addition:

17.2.1 A program withdrawn due to the audit findings must provide corrective actions and correction, as applicable, which specifically address the audit findings that resulted in the program withdrawal.

17.2.2 A program withdrawn due to deliberate misrepresentation must provide corrective actions and correction, as applicable, which specifically address the deliberate misrepresentation.

17.2.3 A program withdrawn where the customer's program is within the chain of custody of products identified as containing or having been treated with any prohibited substance is reinstated only upon revalidation of the integrity of the program in cooperation with appropriate regulatory agencies.

17.2.4 A program withdrawn where the customer is found to be responsible for the introduction of prohibited substances into the affected livestock or products remains withdrawn until such a time as (1) the customer provides objective evidence that the program has been completely purged of all potentially affected products, and (2) an on-site audit verifies that effective corrective action and corrections, as applicable, have been taken.

17.2.5 A program withdrawn due to the denial of access must provide access.

18 Maintaining Programs

18.1 Customers are required to maintain and implement their programs as described in their approved program documentation.

18.2 Any significant changes, in any aspect of status or operation to the customer's approved program must be submitted in writing to the WFCF PVP Manager and approved prior to implementation. Such changes include the following:

- a) Legal, commercial, ownership, or organizational status;
- b) Organization, top management, and key personnel;
- c) Policies and procedures;
- d) Resources and premises;
- e) Scope of program; and
- f) Other matters that may affect the ability of the customer to fulfill requirements for the program.

Depending upon the nature and extent of the changes, the WFCF PVP Manager may require a complete or partial on-site audit of the program prior to approval. In situations where an additional on-site audit is required, a new approval is issued for an appropriate time period based on the findings of the audit.

19 Surveillance

19.1 All approved programs are audited on an on-going basis unless a written cancellation request is received from the customer or a program is suspended.

19.2 All approved programs are subject to unannounced audits. The audit team documents the findings of unannounced audits in an audit report and submits the report to the WFCF PVP Manager. Findings of unannounced audits are considered when determining conformance of the program for continued approval, or may provide the basis for suspending approval.

20 Extension of Scope

Customers with approved programs may extend the scope of their programs at any time by submitting a request to the Program Manager. When appropriate, a WFCF PVP Program Review Committee makes the final decision.

21 Reduction of Scope

Customers with approved programs may reduce the scope of their programs at any time by submitting a written request to the WFCF PVP Manager. Upon acceptance, the official listing is updated on the WFCF PVP Approved Company Web site to reflect the reduced scope, when applicable.

22 Cancellation

22.1 Customers with approved programs may cancel service at any time by submitting a written notification to the WFCF PVP Manager. When applicable, customers who cancel service are removed from the listing on the WFCF PVP Approved Company Web site.

22.2 Customers who cancel service must reapply to regain program approval. When an application is received, WFCF PVP undertakes the necessary activities, as outlined in this document before program approval may be re-granted.

22.3 Customers are responsible for fees accrued prior to cancellation of the approved program.

23 Reference to Approval

23.1 Customers with approved programs may make reference to approval by WFCF PVP in communication media, such as the internet, documents, brochures, or advertising, and including product labels.

23.2 Upon request by WFCF, customers must submit communication media for review by the WFCF prior to its use.

23.3 Customers must ensure that references are complete and not misleading or ambiguous.

23.4 Customers are responsible for correcting erroneous references in a sufficient manner that is appropriate to the situation.

23.5 If a program is suspended, withdrawn, or cancelled, the customer must discontinue its use of all communication media that contains any reference to an approved status.

24 Fees for Services

24.1 The fees for service are the responsibility of the customer requesting service as outline in the WFCF Contract and Statement of Work.

24.2 The fees for the WFCF PVP include the following:

- a) *Audit preparation:* Time to review the approved program documentation and records from previous audits, and to prepare checklists.
- b) *Audit time:* Time to conduct the audit, report the results of the audit, and conduct the corrective action audit, if applicable.
- c) *Travel:* Travel time and expenses to and from the assigned auditor's official duty location and between audit sites. When traveling to provide services to multiple customers, charges will be prorated between the customers.
- d) Other expenses related to providing services.
- e) *Labeling:* WFCF labeling licensing fees as approved.

24.3 Auditors document all hours of service charged to customers. Charges are submitted to the WFCF office for billing purposes.

25 WFCF PVP Web site

25.1 The WFCF PVP Web site (www.processverified.com) provides information on the WFCF PVP. It also provides links to all other WFCF Web sites.