

WIC PROGRAM  
FY-2022  
VENDOR HANDBOOK



**Indian Tribal Organizations  
ITO**

**This institution is an equal opportunity provider  
FNS Approved**

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## INTRODUCTION TO WIC

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a nutritional program for pregnant women, breastfeeding mothers, postpartum mothers, infants and children up to the age of five. These are critical times for growth and development, when proper nutrition is especially important in order to prevent health problems.

The purpose of WIC is to provide supplemental foods high in protein, vitamins, and minerals (*particularly vitamin C and iron to prevent anemia*), which will help increase birth weight of infants and to permit maximum mental and physical development. These foods have been carefully selected and are individually prescribed to meet the participant's nutrition needs.

WIC also refers participants to health and social service programs and gives nutrition education lessons on good eating habits to help the ITO WIC Program build healthy families through good nutrition. WIC nutrition education goals are to assist the participant who is a nutritional risk achieve a positive change in food eating habits resulting in an improved health status and to prevent nutrition related problems.

Infants whose mothers participate in WIC weigh more when they are born and have fewer health problems than infants whose mothers did not participate. Children who participate in WIC are less likely to have anemia than children who do not participate.

The United State Department of Agriculture (USDA) funds WIC. The ITO WIC Program is administered at the local clinic level by WIC paraprofessionals throughout counties specified for each WIC Program.

Eligibility for the ITO WIC Program is based on income and nutritional risk. Applicants for the program must meet income criteria, set by the USDA, and/or be determined a nutritional risk by a health care professional. Risk criteria include anemia, poor growth, medical conditions related to nutrition, low birth weight, and inadequate dietary intake.

WIC is different from SNAP because participants can only buy the types and quantities of foods on their eWIC benefit card. They cannot buy things like soda pop, candy or potato chips. In addition, WIC participants can only use their eWIC benefit card at stores that have a signed Vendor Agreement with the ITO WIC Program. The vendor and cashiers who sell WIC authorized foods are essential because they help to improve the nutritional status of a member of their community.

The WIC acronym and logo have been registered and trademarked by the U.S. Department of Agriculture (USDA). A WIC food vendor is not permitted, without specific State Agency authorization, to use either the acronym "WIC" or the WIC logo, including close facsimiles thereof, in total or in part, in either the official name in which the vendor is registered or the name under which it does business, if different, on product labels or packages, store signs, pamphlets, advertisements, brochures or any other proprietary materials.

ITO stands for Indian Tribal Organization that consists of seven (7) individual tribes as identified on the Unified WIC Approved Food List: **Muscogee Creek Nation, Inter-Tribal Council (ITC), Osage Nation, Otoe-Missouria Tribe, Citizen Potawatomi Nation, Wichita Caddo Delaware (WCD), and Choctaw Nation.**

This vendor handbook is applicable to the above-mentioned 7 individual tribal WIC Programs, excluding **Cherokee Nation** and **Chickasaw Nation** which have their own vendor handbooks.

## **ROLE OF THE WIC VENDOR**

The food delivery system used by the ITO WIC Program provides supplemental foods free of charge and tax free to participants. These foods are provided by retail WIC authorized vendors.

Retail food vendors play a critical role in the ITO WIC Program. As the actual distributors of the authorized WIC foods, the vendors are essential in their part to help improve the nutritional status of a member of the community. The ITO WIC Program benefits the vendors who are selected to participate not only because of the direct contributions of WIC food sales, but also because the participant may purchase other products at the same time when redeeming their eWIC benefits. In return, vendors are expected to maintain accountable behavior in dealing with participants and the ITO WIC Program.

As the retail food outlets, WIC vendors assure that participants receive full benefit from the program by assisting them in identifying and purchasing WIC supplemental foods. Only vendors authorized by the ITO WIC Program can redeem eWIC benefit cards, which are food prescriptions WIC participants are given by their local WIC program to exchange for food at authorized WIC vendors.

Before any vendors are selected to enter into a Vendor Agreement with the ITO WIC Program, the vendor must meet standard requirements of the vendor plan for their service area.

## **AUTHORIZATION AND SELECTION**

**Vendor authorization is required. Only businesses that are authorized as WIC vendors may redeem eWIC benefits.**

To be eligible, all new applicants must complete the WIC vendor application and return it to the Administrative Office for review. Before permitting a vendor to accept eWIC benefits, a WIC representative will conduct an on-site review to determine if the applicant's store meets WIC vendor requirements.

All interested vendors may submit applications to the ITO WIC Program. The WIC Administrative Office reviews and selects vendors based on the following:

- Submit a complete Application Packet
- Pass an on-site review
- Have a current license and permits to do business in Oklahoma

- Maintain sufficient stock of WIC authorized food items purchased from your confirmed wholesaler
- Have competitive prices within Vendor Peer Group
- Maintain compliance with WIC and SNAP regulations past 3 years
- Be located within the boundaries of WIC Program and the location is accessible to WIC participants
- Carry fresh merchandise and maintain sanitary conditions
- Maintain Business Integrity
- Proof of USDA Supplemental Nutrition Assistance Program (SNAP) authorization, if requested by the ITO WIC Program
- Vendor Must be eWIC ready to become an authorized eWIC vendor

New applicants must pass the on-site review to become an authorized vendor. On-site reviews will be conducted within 60 days of receipt of a new vendor application. Notice to the vendor is not provided.

If the on-site review discloses that the applicant's proposed vendor site does not have the minimum quantities, sizes, or types of WIC foods necessary, or that business or financial information supplied by the applicant is erroneous, inaccurate, or insufficient, the vendor will be advised of the deficiencies and another on-site inspection will be conducted within 30 days.

If the second on-site review discloses that the applicant's proposed vendor site's inventory does not meet the minimum quantities, sizes, and types of WIC foods or if business or financial information supplied by the applicant remains erroneous, inaccurate, or insufficient, the application will be denied.

On approval, the vendor must complete and return the WIC Vendor Agreement. The vendor must then attend training provided by the WIC Administrative Office.

It is required by federal regulation that all vendors selected to participate as a WIC vendor must read and sign a Vendor Agreement. These agreements are kept in the permanent file of the vendor for the duration of participation or the renewal of the agreement with the ITO WIC Program.

Vendor Agreements ensure the selected vendor's commitment to provide only the authorized foods and quantities specified by the ITO WIC Program (purchased from confirmed wholesaler) at the customary selling prices and tax free. It also ensures the vendor is aware of all federal regulations and sanctions including WIC State Agency sanctions. These regulations and policies will be required to be followed and sanctions will be imposed for noncompliance, as they will apply to throughout the WIC vendor authorization period. (See Vendor Handbook Sanction Section.)

A vendor applicant cannot redeem (accept) eWIC benefits prior to authorization. Any eWIC benefits submitted prior to authorization date will be denied payment.

## SELECTION CRITERIA

Before any vendors are selected to enter into an agreement, the vendor must meet standard requirements of the vendor plan for their specific service area. This plan identifies the approximate number of WIC vendor agreements available for each clinic area. The following criteria are used when reviewing vendor applications:

**Completeness** ~ all information in the application packet is complete, accurate and returned on or before deadline date. Upon receipt of a signed eWIC vendor agreement from both entities and with a valid vendor number the vendor, after training and equipment certification, may accept eWIC benefits.

**Mandatory Minimum Stock** ~ vendor agrees to stock all required authorized WIC foods at all times in the quantities, sizes, and brands specified by the ITO WIC Program. All authorized WIC foods must be purchased from your confirmed wholesaler. Vendor may provide only the supplemental foods on the eWIC benefit card.

**Competitive Prices** ~ competitive food prices as compared with other WIC vendors of similar size in similar geographic locations and based on the price sheets submitted by vendors. The ITO WIC Programs have adopted the Oklahoma State Department of Health WIC Services (OSDH) competitive price selection criteria for selection of vendors. An on-site review will be done to assure store prices were reported accurately before authorization.

**Maximum Reimbursement levels** ~ The ITO WIC Programs have adopted the OSDH maximum reimbursement levels for all shared vendors and for all food items common to our respective authorized unified food lists. Vendor's prices charged to WIC shall not exceed those prices charged to cash-paying customers nor the price posted at the vendor site. The vendor shall not charge for delivery of WIC foods. The vendor's prices shall not be above the levels set by OSDH.

- All authorized shared vendors will abide by warning and termination actions issued by OSDH arising from determinations regarding competitive pricing and maximum reimbursement levels. The ITO WIC Programs will establish their own maximum reimbursement levels for food items for a vendor not shared with OSDH.
- The ITO WIC Programs will make determinations regarding adequate participant access to supplemental foods.

**Location** ~ must be located within the ITO WIC Programs counties (there is no more than one vendor per 70 WIC participants) and open at least 8 hours a day, 6 days per week/or as needed for adequate participant access in area identified as food deserts.

**SNAP Compliance** ~ no instances of non-compliance with the Federal SNAP program in the past three years as evidenced by SNAP disqualification or civil money penalty.

**Disqualification from another State Agency WIC Program** ~ vendor will not be authorized by the ITO WIC Program if the store is currently disqualified by another State agency's WIC Program for a mandatory federal violation or is assessed a CMP for this federal violation.

**On-Site Review** ~ must pass pre-authorization on-site review.

**Conflict of Interest** ~ no conflict of interest must exist between the vendor and ITO WIC Program.

**Business Integrity** ~ current owners, officers, or managers must not have or have been convicted or had a civil judgment during the last 6 years for any of the following: fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.

**No Sale of Store to Circumvent a WIC Sanction** ~ ITO WIC Programs shall not authorize a vendor applicant if it determines the store has been sold by its previous owner in an attempt to circumvent a WIC sanction.

**The SAM System consulted** ~ The System for Award Management (SAM) will be consulted at the time of vendor application screening for debarred or suspended parties.

**Wholesaler List/Infant Formula**~ The vendor must only purchase formula from the list of infants formula wholesalers and infant formula manufacturers provided by the ITO WIC Program.

**Split Payment**~ The vendor must implement procedures that allow the participant, authorized representative or proxy to pay the difference when a fruit and vegetable purchase exceeds the value of the eWIC transaction.

**Equal Treatment**~ The vendor must offer WIC customers the same courtesies that are offered to another non-WIC customers. Vendors may not exclude WIC customers from in-store promotions, this includes vendors cannot prevent eWIC transactions from using coupons or other vendor discounts that are allowed in non-WIC transactions. The vendor may not treat WIC customers differently by offering them incentive items, vendor discounts, coupon or other promotions that are not offered to non-WIC customers.

## **VENDOR AGREEMENT**

The final step in becoming a WIC Vendor is the submission of a signed Vendor Agreement by the vendor to the ITO WIC Program. The agreement must be signed by a vendor representative who has legal authority to obligate the vendor. Original Vendor Agreements are kept on file. Once authorized, the vendor is assigned a vendor number for administrative purposes and must attend a Vendor Training. (NOTE: A vendor applicant is not authorized to accept eWIC benefits prior to or pending authorization. A vendor applicant is not considered authorized until the original vendor agreement has been fully signed by the ITO WIC Program official.)

It is required by federal regulations that all vendors selected to participate in the ITO WIC Program read and sign a Vendor Agreement. Vendor Agreements are in effect for three years from October 1, through September 30. At the ITO WIC Program's discretion, agreements are renewed at the beginning of each fiscal year. At least thirty days prior to the expiration of a vendor agreement, the ITO WIC Program will send a notice of re-authorization to the vendor if it is in good standing with the ITO WIC Program and State SNAP requirements.

Vendor Agreements ensure the vendor's commitment to provide the ITO WIC Program's participants with the authorized foods and specified quantities at the customary selling price tax free with no charge for authorized supplemental foods. It also ensures the vendor is aware of all Federal Regulations they will be required to follow as a WIC vendor as well as sanctions for vendor noncompliance.

Vendors will also be required to display approved window signs and asked to display shelf talkers which help participants identify authorized WIC vendors and authorized food items.

## **VENDOR STATUS**

Retailers wishing to maintain their WIC vendor status must sign a new vendor agreement with the ITO WIC Program by September 15 and complete a new vendor re-authorization form every third year or as otherwise required by the ITO WIC Program. An updated price list must accompany the re-authorization form upon request.

To maintain the WIC vendor authorization, the vendor must maintain an active status by redeeming eWIC benefits and by submitting a price list upon request.

If the ownership of a Vendor changes the Vendor Agreement becomes void. The ITO WIC Program must be notified in writing of the change. The new store owner may then apply to become a WIC authorized vendor but eWIC cannot be accepted until the new store owner's vendor authorization has been granted by the ITO WIC Program. Vendors may voluntarily end their WIC agreement at any time by providing 30 days written notice. At the end of this 30-day period, eWIC benefits may no longer be accepted by the vendor. The ITO WIC Program will not honor reimbursement claims for eWIC transactions conducted after that 30-day period.

# MANDATORY MINIMUM STOCK

Before a vendor is considered to be a WIC Vendor, the vendor must stock all categories of the authorized foods. All foods must be kept in sufficient amounts throughout the duration of the vendor agreement to meet vendor requirements and be obtained from the vendor's confirmed wholesaler only. These foods must also be kept fresh, up-to-date, and on store shelves with visible prices. Participants should be able to purchase authorized foods anytime the vendor is open. Inventory audits may be performed by the ITO WIC Programs and an invoice audit requested periodically for minimum stocking confirmation. Vendors are required as part of their Vendor Agreement to maintain and make accessible original inventory/invoice records for three years to substantiate stocking and redemptions for WIC authorized food sales.

The Vendor agrees to the following minimum stocking requirements:

1. **Infant Formula (depending on ITO WIC Program):** (Nestle), (Similac) or (Enfamil)
  - At least twenty-four (24) 12.7 oz. cans Powder Good Start Gentle. (Nestle)
  - At least eighteen (18) 12.4 oz. cans Powder Good Start Soothe. (Nestle)
  - At least twenty-four (24) 12.4 oz. cans Powder Advance Early Shield. (Similac)
  - At least eighteen (18) 12.4 oz. cans Powder Isomil Advance Soy. (Similac)
  - At least twenty-four (24) 12.5 oz. cans Powder Enfamil Infant. (Enfamil)
  - At least eighteen (18) 12.0 oz. cans Powder Sensitive. (Similac)
2. **Infant Cereal:** (Beech Nut or Gerber) (8 oz. or 16 oz. size)
  - At least two (2) single grain varieties without fruit.
  - At least six (6) 8 oz. boxes each type.
3. **Infant Fruits and Vegetables:** (Beach Nut or Gerber)
  - At least three (3) varieties of Stage 2, 4 oz. or 8 oz. 2-pack infant fruits.
  - At least twenty (20) single pack or ten (10) 2-packs each type.
  - At least three (3) varieties of Stage 2, 4 oz. or 8 oz. 2-pack infant vegetables.
  - At least twenty (20) single pack or ten (10) 2-packs each type.
4. **Milk:** (Whole Milk, Low Fat (1%) Milk) (least cost available)
  - At least eight (8) gallon containers of whole milk.
  - At least eight (8) gallon containers of low-fat (1%) milk.
5. **Eggs:**(One (1) dozen Medium or Large White Grade A or AA)
  - At least six (6) dozen.
6. **Real Cheese:** (least cost available)
  - At least six (6) packages 16 oz. sliced American cheese.
  - At least six (6) packages 16 oz. Cheddar, Colby, Mozzarella, or Monterey Jack (chunk, etc.).
7. **Juice:** (100% real juice, unsweetened with a minimum of 120% Vitamin C Fortified)
  - At least two (2) varieties of sixty-four (64) oz. bottles WIC approved juice
  - At least six (6) bottles of each type.
  - At least two (2) varieties of 11.5 to 12 oz. WIC approved frozen concentrate.
  - At least six (6) cans of each type.
8. **Adult Cereal:**
  - At least eight (8) cold and two (2) hot varieties of WIC approved cereals.
  - At least four (4) boxes each type.
  - At least one (1) cold cereal and one (1) hot cereal must be a whole grain cereal
9. **Beans or Peas:** (canned and dry sixteen (16) oz. package (no added flavors or mixtures))
  - At least two (2) varieties canned

- At least six (6) cans each type.
  - At least two (2) varieties dry.
  - At least six (6) packages each type
10. Tuna (any brand):
- 5 oz. cans; light, dark or blended, flake or grated.
  - At least eight (8) cans water or oil packed.
11. Fresh Fruits and Vegetables:
- At least five (5) different categories of fresh fruits (i.e. Apples, Grapes, Oranges, etc...).
  - At least five (5) pounds of each fresh fruit.
  - At least five (5) different categories of fresh vegetables (i.e. Lettuce, Tomatoes, Onions, etc...).
  - At least five (5) pounds of each fresh vegetable.
12. Whole Wheat Bread or Whole Grain Bread: (16 oz. Loaves of Whole Wheat or Whole Grain Bread)
- At least ten (10) loaves whole wheat bread, or
  - At least ten (10) loaves whole grain bread.

The vendor agrees to purchase all infant formulas from suppliers on current ITO WIC Program list of infant formula wholesalers and distributors licensed in the State of Oklahoma in accordance with State law (including regulations), and infant formula manufacturers registered with the Food and Drug Administration (FDA) that provides infant formula.

## **CASHIER INSTRUCTIONS FOR PROCESSING eWIC TRANSACTIONS**

### **Using an Integrated Point of Sale (POS) System**

#### **How to start an eWIC transaction**

- WIC participants are not required to have ID folders or other ID when using their eWIC card.
- WIC participants will not sign any document when paying with eWIC.
- It is not necessary for WIC items to be separated from other items purchased. Cashiers will scan the order as a mixed basket.
- Before scanning begins, the Cashier will NOT use the WIC key used for paper WIC checks on the register. The Cashier will start scanning as if it is a cash sale.

#### **What's next after the Cashier has finished scanning the order**

- Please remember that eWIC must always be processed first, before other payment methods. Any other method of payment would pay for the WIC items within the scanned order.
- Cashier should press the subtotal key and wait for the WIC participant to swipe their eWIC card and enter their PIN number.
- At this time if the WIC participant has any store or manufacturer coupons, they will provide them to the cashier.
- Once the WIC participant has entered their PIN, the Cashier will ask the participant not to select "Yes or No" on the PIN pad and explain that the Cashier will need to review the participant's eWIC benefits before going forward.
- The Cashier goes over the items being purchased with eWIC benefits to confirm the participant's expectations/intent.

- While watching the customer to ensure they do not select “Yes or No” on the PIN pad, the cashier will press the tender key (EFT, Debit/Credit, or WIC tender). The Cashier may need to enter the total amount of sale as displayed on their monitor depending on the register system.

### **Having the WIC participant confirm eWIC items**

- Once all steps in section 2 above have been completed, the eWIC Benefits Redemption/Utilized Benefits receipt will print.
- The cashier must provide the eWIC Benefits Redemption/Utilized Benefits receipt to the WIC participant for their approval before moving forward. It is critical the cashier understands this receipt and can explain it to the WIC participant.
- The top portion of this receipt will show the items and quantity of the WIC participant’s current eWIC benefits. The bottom of this receipt lists the items to be paid for with the eWIC Card. The Cashier should explain to the customer that the items listed are items eWIC has selected to pay for and any item not listed here will be on their eWIC food item benefit balance. Then ask the customer if there are items missing from this list.
- If the WIC participant questions why an item is not listed to be paid by eWIC, the Cashier will use three tools to determine the reason. These tools are (1) WIC Approved Food List, (2) List of food item benefits, on the eWIC Benefits Redemption Utilized Benefits receipt, and (3) the quantity balance of those items listed on their benefits. These three tools will always explain why WIC **is** or **is not** paying for an item.
- Changes can be made at this time to correct a purchase by having the participant select “no” on the PIN pad. This will allow you to void any items that did not scan as WIC approved and scan the correct WIC approved items.

### **Completing the eWIC transaction**

- Once the WIC participant has agreed with the eWIC Benefits Redemption/Utilized Benefits receipt, the WIC participant will select “Yes” on the PIN pad and the cashier will collect all other forms of payment for the remaining items. Once the WIC participant selects “Yes”, the eWIC transaction is final. Refunds and returns are not allowed. No exchanges, except for food items that are defective, spoiled, or exceed their sell/use date and only for the exact, same brand and size.
- After all forms of payment have been collected, the final receipt will print. The top portion will be a normal appearing receipt showing all items purchased and how they were paid for. The next section will show the WIC participant’s beginning eWIC benefits and under that will list each item eWIC paid for. The bottom portion will display the WIC participant’s remaining WIC benefits after the transaction.

### **Benefit Processing Instructions for Payment**

- All eWIC transactions are verified by their card number and PIN at the eWIC POS Terminal in much the same way as a bank debit card is verified. Once the same has been authorized, the ITO WIC Program eWIC system will debit the cardholder’s benefit account in the exact quantities of food purchased.
- The vendor examines the foods and verifies that the total price of the food is correct.

- The WIC Program may pay vendors for WIC benefits submitted for redemption after the redemption period as long as the total value submitted at one time does not exceed \$500.
- The WIC Program may deny or delay payment or assess a claim for the full purchase of the eWIC benefit that contains an overcharge or other error.

The vendor may not under any circumstance require/record identifying information such as the WIC participant's address, telephone number, or driver's license number on the WIC benefit receipt. The vendor may not under any circumstance, seek restitution from the participant, parent, or proxy for claims reduced or not paid by the WIC Program.

# SAMPLE RECEIPT

## eWIC Benefits Redemption/Utilized Benefits Receipt:

Quantity of the customer's benefits.

eWIC items on the customer's benefits.

eWic Beginning Balance  
PAN: \*\*\*\*\*3447 State: OK

QTY	UOM	Description
50.00	POUND	CHEESE OR TOFU
50.00	DOZEN	EGGS
900.00	OUNCE	BREAKFAST CEREAL
50.00	CONTAI	LEGUMES
750.00	OUNCE	FISH
392.00	OUNCE	INFANT CEREAL
392.00	OUNCE	INFANT FRUITS & VEGETABLES
125.00	OUNCE	INFANT MEATS
800.00	OUNCE	BREAD/WHOLE GRAINS
100.00	CASH V	FRUIT & VEGETABLES - CASH
12.00	POWDER	GERBERGS GENTLE21667
896.00	OUNCE	YOGURT
50.00	GALLON	MILK - WHOLE
50.00	GALLON	MILK FAT REDUCED
50.00	CONTAI	JUICE - 64 OZ

Date benefits will expire.

These benefits expire at MIDNIGHT on  
**12/27/2016**

Scanned Items eWIC has selected to pay for.

\*\*\*\*\*  
\*\*\*\*\*  
eWic Benefits Redemption  
8.00 OUNCE INFANT FRUITS & VEGETABLES  
GERB 2ND TWN  
\*\*\*\*\*

# FINAL REGISTER RECEIPT WITH eWIC

```

GERB 2ND TWN                $1.19 T F
TOTAL SALES                  $1.19

1 BALANCE DUE                $1.31
  Electronic WIC             $1.19
  Auth Code = 622218
CHANGE                       $0.00
  
```

The top portion of the receipt is the normal register receipt showing all items purchased, how they were paid for, and the total of the transaction.

This section lists the beginning balance of the customer's eWIC benefit items and quantity before the transaction.

```

*****
eWic Beginning Balance
PAN: *****3447          State: OK

QTY  UOM  Description
-----
50.00 POUND  CHEESE OR TOFU
50.00 DOZEN  EGGS
900.00 OUNCE  BREAKFAST CEREAL
50.00 CONTAI  LEGUMES
750.00 OUNCE  FISH
392.00 OUNCE  INFANT CEREAL
392.00 OUNCE  INFANT FRUITS & VEGETABLES
125.00 OUNCE  INFANT MEATS
800.00 OUNCE  BREAD/WHOLE GRAINS
100.00 CASH V  FRUIT & VEGETABLES - CASH
12.00 POWDER  GERBERGS GENTLE21667
896.00 OUNCE  YOGURT
50.00 GALLON  MILK - WHOLE
50.00 GALLON  MILK FAT REDUCED
50.00 CONTAI  JUICE - 64 OZ
  
```

The eWIC Benefits Redemption section will list all items eWIC has paid for.

```

*****
eWic Benefits Redemption
8.00 OUNCE  INFANT FRUITS & VEGETABLES
GERB 2ND TWN
  
```

This section lists the ending balance of the customer's eWIC benefit items and quantity remaining after the transaction.

```

*****
eWic Ending Balance
PAN: *****3447          State: OK

QTY  UOM  Description
-----
50.00 POUND  CHEESE OR TOFU
50.00 DOZEN  EGGS
900.00 OUNCE  BREAKFAST CEREAL
50.00 CONTAI  LEGUMES
750.00 OUNCE  FISH
392.00 OUNCE  INFANT CEREAL
384.00 OUNCE  INFANT FRUITS & VEGETABLES
125.00 OUNCE  INFANT MEATS
800.00 OUNCE  BREAD/WHOLE GRAINS
100.00 CASH V  FRUIT & VEGETABLES - CASH
12.00 POWDER  GERBERGS GENTLE21667
896.00 OUNCE  YOGURT
50.00 GALLON  MILK - WHOLE
50.00 GALLON  MILK FAT REDUCED
50.00 CONTAI  JUICE - 64 OZ
  
```

These benefits expire at MIDNIGHT on 12/27/2016

## **DO'S & DON'TS FOR CASHIERS**

### **DO'S**

- Be respectful and patient with every customer no matter how they pay for their food.
- Call for management assistance quickly when needed and also contact the ITO WIC Program for additional help if needed.
- Give customers the service you like to receive when shopping.
- Listen to customers as if you mean it; repeat their concerns when you can.
- Speak in a pleasant tone and tell customers what can be done to solve a problem.
- Always accept coupons for WIC purchases.
- Do give trading stamps or reward cards when applicable.
- Seek to exceed a customer's expectations.
- Always thank customers for shopping at your store!

### **DONT'S**

- Don't make rude faces or sounds when greeting customers.
- Don't discriminate.
- Don't talk loudly or use harsh language with customers (even if they do).
- Don't focus on what they cannot get, for example: "you can't get that brand of juice and peanut butter here."
- Don't say help needed with WIC, when calling for management assistance.
- Don't decide for the customer what items to put back if the purchase exceeds the benefit balance.
- Don't rush the customer or cut them off while talking.
- Don't charge the WIC customers more than the other customers.
- Don't charge sales tax; no sales tax may be charged for the purchases made with a eWIC benefit card.

## **FAQ's**

### **When is sales tax charged to eWIC cardholders?**

- Sales tax is charged only when a customer exceeds the Cash Value Benefit amount and uses cash to pay the difference.
- Sales tax is never charged on food items paid for by ITO WIC Program benefits or by SNAP benefits.

### **What if a WIC customer attempts to exchange WIC Foods?**

- The ITO WIC Program does not allow exchanges except for spoiled/expired items.

### **Are rain checks or substitutions allowed if an item is out of stock?**

- No, rain checks are not allowed if the product is out of stock; the sale must be refused.

### **Can another brand be substituted if the least cost brand is out of stock?**

- Yes, when the normal least cost brand is not available, the next higher priced brand would become the approved item as it would be the least cost brand at the time of that purchase.

### **Can any brand of juice be purchased?**

- No, only the brands identified in the Approved Product List database or on the Oklahoma Unified WIC Approved Food List are allowed for purchase.

### **What if the eWIC cardholder attempts to purchase the wrong food or formula?**

- Politely assist them in selecting the correct foods and formula items whenever possible.
- Report the participant/caregiver/proxy's repeated errors to a manager so they can contact the ITO WIC Program.

### **Will all WIC approved food and formula items have shelf labels?**

- No, the ITO WIC Program does not require items to have a shelf label.

### **What should I do if a food item does not scan?**

- Check the error message and call for management assistance if needed.

### **What should I do if the eWIC benefit card is damaged or does not scan?**

- The eWIC Cardholder will need to contact their WIC Clinic to get a replacement card.

### **What if a lost eWIC card is found?**

- Contact the ITO WIC Program.

## TRAINING

Vendor training consists of interactive (face-to-face) training, cashier training, and annual training. All vendors approved for the ITO WIC Program authorization must attend training before they can accept eWIC benefits. Interactive training is provided once every three years. All current WIC vendors must attend interactive training to maintain their WIC authorization. This is also a time for vendors to provide feedback and suggestions to help improve the ITO WIC Program.

The cashier training is for managers and cashiers of current vendors. This training is not required but is encouraged. This training is to reinforce understanding of WIC cashier-level transaction procedures and any policies around least cost brand; this training is planned with the hope the vendor staff is trained to accept and process eWIC benefits with proper procedures. The cashier training is scheduled upon notification from the vendor.

Vendors accept accountability for the actions of employees in the handling of WIC food transactions and the selling of authorized foods. Vendors shall be responsible for any actions of vendor's employees which are contrary to the WIC Vendor Agreement and WIC regulations.

- ❖ **Interactive training** is provided to vendors upon initial authorization and must be attended once every three years. All new vendors must receive interactive training prior to accepting eWIC benefits along with transaction and redemption procedures. This training is designed to provide new vendors with a thorough view of program regulations.
- ❖ **Cashier training** is offered upon request by the vendor. This training is to update and strengthen cashier knowledge of eWIC benefits. Training works best when all cashiers, office managers and anyone who deals with eWIC benefits are present.
- ❖ **Annual training** is provided through vendor correspondence throughout the year. Vendors are informed of any changes to the ITO WIC Program, such as any new regulations regarding eWIC benefit transaction and redemption procedures from the USDA, in a variety of formats, including newsletters, videos, telephone communication, and emails. This is also a time for the vendor coordinator to address any reoccurring issues.

## MONITORING

By signing the Vendor Agreement, selected vendors recognize the right of WIC staff, or USDA officials to “MONITOR” the establishment. Monitoring of vendors consists of routine on-site monitoring, inventory audits, compliance buys, review of pertinent records, and correspondence with the ITO WIC Program. Monitoring is required by Federal regulations and at least 5% of authorized vendors will be monitored once a year. Monitoring may serve as problem flags for the Vendor Coordinator to view, such as:

- COMPLIANCE
- ABUSE

- SANCTIONS
- VENDOR RESPONSIBILITIES
- IDENTIFY PROBLEMS & CONCERNS

Routine monitoring is conducted by the Vendor Coordinator. This on-site visit is to determine vendor compliance. Monitoring visits may be scheduled in advance and unannounced. After a monitoring visit, a completed Vendor Monitoring form with the findings will be submitted to the WIC Director. Vendor cooperation is encouraged and greatly appreciated. Failure to cooperate may be used as a basis for disqualification or termination as a WIC vendor. During a monitoring visit, the Vendor Coordinator will:

- Identify themselves to the manager and inform them of the purpose of the visit
- Check that the mandatory minimum is stocked on store shelves. Inventory audit may be required if it appears minimum is not being met
- Check for door and window signs
- Check for shelf talkers
- Review any eWIC benefit transactions to determine if correctly processed
- Discuss and review any violations found
- Document violations and discuss how to correct

Compliance buys/inventory audits for the ITO WIC Program are contracted out and conducted by Oklahoma State WIC Program. Any findings by Oklahoma State WIC are considered a serious offense which could result in disqualification or a civil money penalty. Violations may also give rise to claims requiring the vendor to pay back the WIC Program.

## **INVESTIGATIONS**

The ITO WIC Program has designed a system to detect vendor abuse or fraud. This system also identifies vendors who through misinformation or lack of training may unknowingly violate the ITO WIC Program regulations.

Periodically, it may be necessary to carry the monitoring process further due to suspected program abuse. Such actions are more properly considered investigation and are the responsibility of the WIC Administrative Office. Investigations will be initiated when:

- 1) A complaint form is received on a particular vendor
- 2) A complaint of possible abuse, discrimination, or a violation of civil rights
- 3) Incorrect records for authorized food items, eWIC benefit cost
- 4) Provision of non-authorized items

- 5) The ITO WIC Program is informed in writing or a complaint form that a vendor may be abusing the ITO WIC Program, practicing discrimination or engaging in questionable fraudulent eWIC benefit redemption billing practices

Upon notification or suspicion of possible abuse the ITO WIC Program will initiate an investigation to determine whether the vendor is deliberately violating program requirements. Investigations of suspected violations may include, but are not limited to: On Site Reviews, Compliance Buys, Documentation of Complaints, and / or referral to USDA for follow up. Additionally, information on activities to around vendor compliance, monitoring, suspected fraud, and complaints may be shared between ITO WIC Programs and Oklahoma State WIC.

Depending on the nature of the complaint, could result in an investigation designed to review the integrity of the vendor.

## **COMPLAINTS**

Anyone wanting to file a complaint against the ITO WIC Program, WIC Staff, WIC Vendor, or another WIC Participant shall have the right to do so without jeopardizing their participation in program or benefits they may receive. Situations involving possible fraud or abuse may result in an investigation. A complaint form will need to be completed.

Procedures:

- 1) Complaint form completed by person(s) making complaint
- 2) Completed form submitted to the Program Director
- 3) Director decides action to be taken and any follow up
- 4) Complaint form will be kept on file with the WIC Director

## **CIVIL RIGHTS**

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 participant 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 complaint of discrimination, complete the [USDA Program Discrimination Compliant -Form](#), (AD-3027) found online -at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_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](mailto:program.intake@usda.gov)

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A WIC vendor may obtain a more complete copy of these regulations by requesting it from the ITO WIC Program Administrative Office.

## **SNAP COMPLIANCE**

The ITO WIC Program shall disqualify a vendor who has been disqualified or assessed civil money penalty for hardship by the SNAP Program. WIC Disqualification due to SNAP program disqualification shall not be subject to administrative or judicial review under the ITO WIC Program. A vendor may request an administrative review of a WIC disqualification based on an assessment of a civil money penalty for hardship by the SNAP Program.

Prior to disqualifying a vendor for a SNAP disqualification, the State agency must determine if disqualification of the vendor would result in inadequate participant access. The State agency must make the participant access determination. If the State agency determines that disqualification of the vendor would result in inadequate participant access, the State agency must impose a civil money penalty in lieu of disqualification. If the ITO WIC Program determines that a vendor assessed a SNAP hardship CMP is needed to ensure WIC participant access, the ITO WIC Program shall not impose a WIC disqualification or WIC CMP.

Disqualification from the ITO WIC Program may result in disqualification as a retailer in the SNAP Program. Such disqualification may not be subject to administrative or judicial review under the SNAP Program.

## **PARTICIPANT ABUSE**

Participants as well as vendors have obligations and responsibilities to the ITO WIC Program. This responsibility includes following WIC regulations and using eWIC benefits correctly. Vendors should report any attempts to abuse the program. Examples of possible participant abuse include:

1. Trying to sell or exchange food purchased with eWIC benefits.
2. Requesting cash for eWIC benefits or foods purchased through a eWIC benefit card.
3. Attempting to buy beer, cigarettes, gasoline or other non-food items with eWIC benefits.
4. Trying to force cashiers to sell the wrong foods.
5. Being abusive toward store employees.

If a WIC participant attempts to abuse the program in your store, please report the incident to the ITO WIC Program. Please provide the name of the participant(s) that is attempting to abuse the program by using the WIC Report of Attempted Program Abuse form.

**WIC REPORT OF ATTEMPTED PROGRAM ABUSE**

Date \_\_\_\_\_ 20\_\_\_\_\_ Time \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

EBT Card Number \_\_\_\_\_

Customer's Full Name (if available) \_\_\_\_\_

**Entered our store and:**

Requested cash for eWIC benefits \_\_\_\_\_

Requested unauthorized items for benefits \_\_\_\_\_

Tried to exchange WIC items for cash or non-WIC items

\_\_\_\_\_

Was abusive in store

\_\_\_\_\_

Other, please describe:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Store Name: \_\_\_\_\_ WIC Vendor ID: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Your name: \_\_\_\_\_

Please mail this form direct to:

WIC Program  
ATT: WIC Director  
Address  
City, State Zip

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# AUTHORIZED WIC FOODS

## WIC Foods to be stocked include the following:

1. Fortified white whole milk; white and chocolate, reduced fat, low fat, and skim milk in gallon half-gallon, and quart containers (**LEAST COST BRANDS REQUIRED**)
2. Evaporated milk (**LEAST COST BRANDS REQUIRED**)
3. Instant nonfat dry milk (**LEAST COST BRANDS REQUIRED**)
4. Eggs - Grade A or AA Large or Medium, white only (**LEAST COST BRANDS REQUIRED**)
5. Cereal - At least eight cold and two hot WIC authorized cereals (**SPECIFIC BRANDS LISTED**)
6. Juices – See Unified Food Card for a complete list of WIC Approved Juices.  
**Frozen Juices**  
Apple and Orange Juice - 12 oz. cans (**LEAST COST BRANDS REQUIRED**)  
Dole, Old Orchard and Welch's Juice's – 11.5-12 oz., cans **only** (**SPECIFIC BRANDS**)  
**Single Strength Juices – 64 oz. Bottles (SPECIFIC FLAVORS, BRANDS)**
7. Legumes - (Canned or Dry Beans or Peas) – 16 oz. or less canned, 1-pound package dry. (**Any Brand**)
8. Infant formula\*\* - Stock contract infant formulas. (**SPECIFIC BRANDS**)
9. Infant Cereal (dry, without fruit, 8 or 16 oz. boxes) - At least three of the following cereals: Barley, Oatmeal, Rice, Mixed Grain (**SPECIFIC BRANDS**)
10. Peanut Butter - 16oz to 18oz (**ANY BRAND**)
11. Cheese – See Unified Food List for a complete list of WIC Approved Cheese. (**LEAST COST BRANDS REQUIRED, by category selected**)
12. Tuna (2.6. – 5.0 oz. can or pouch) - Oil or Water (Dolphin Safe) (**ANY BRAND**)  
Salmon (7.5 - 15.0 oz. can, oil or water) - (**ANY BRAND**)  
Sardines (3.75 - 15 oz. can, any sauce) - (**ANY BRAND**)  
Club Mackerel (15 oz can only, Oil or water (**ANY BRAND**)  
\*Organic not allowed  
\*\*See page 18 for contract and approved special formulas.

The "LEAST COST BRAND" in all of the food categories in which it applies is the "LEAST COST BRAND" available to the participant at the time an eWIC transaction is completed.

## **“Least Cost Brands”**

Are a requirement of ITO WIC Programs, with the exception of brand specific items, i.e., cereals, infant formula, and certain fruit juices as noted in the WIC Vendor Handbook.

## **"Least Cost Brands Required"**

Least Cost is defined as the least cost brand available BY CATEGORY SELECTED at the time of purchase.

### **EXAMPLE:**

**MILK** Whole, lowfat or skim (**all percent's**). Any one of these are on the Approved Food List as long as the one chosen is the lowest price available in that category.

**CHEESE** Kraft cheese is allowed ONLY when there is not a lower cost cheese in stock **OR** when a sale price or coupon makes it the "LEAST COST" available.

**EGGS** Large or Medium Grade A or AA White Eggs, Dozen Only.

**NOTE:** The brand name of KRAFT is used in the example ONLY due to the fact that they represent the majority of errors in allowable least cost available foods at store level.

## **MILK: LEAST COST BRAND**

**STANDARD:** Vitamin A and D fortified cow's milk

### **TYPES ALLOWED:**

White Whole, Reduced Fat, Low Fat or Skim (All %s)  
Chocolate Reduced Fat, Low Fat or Skim (Gallon Only)  
Buttermilk  
Lactose Free Milk (Lactaid, Dairy Ease, Viva)  
Acidophilus  
Nonfat Dry Milk  
Evaporated Milk

Tofu  
Soy milk

**PACKAGE SIZES:**

Fluid White Milk: Gallon, ½ Gallon and Quart sizes

Chocolate Milk: Gallon Only

Buttermilk: Quart Only

Lactose Free Milk: ½ Gallon and Quart sizes

Acidophilus: ½ Gallon Only

Nonfat Dry Milk: All Sizes

Evaporated Milk: 12 oz. Can

Tofu: 1 lb. / 16 oz. only

Soy milk: ½ Gallon Only

**NOT ALLOWED**    Flavored milk other than Chocolate and Buttermilk,  
**DO NOT ISSUE:**    Raw or Unpasteurized Milk, Sweetened or  
                                 Condensed Milk, Organic, High Calcium Milk

**SUBSTITUTIONS:** ½ Gallon size only when One-Gallon size is not in stock

**YOGURT:                    ANY BRAND**

**STANDARD:**                    Vitamin A & D fortified, Plain or Flavored Yogurt

**TYPES ALLOWED:**            Whole or Low fat with a sugar content that is less than 40  
                                 grams per 8 oz. serving.

**PACKAGE SIZE:**              Quart (32 oz.), 16 oz (4pk 4oz) 2 x 16 oz. = 32 oz.

**NOT ALLOWED**                    No mix-ins other than fruit, no drinkable.  
**DO NOT ISSUE:**

**SUBSTITUTIONS:**              NONE ALLOWED

**CHEESE: LEAST COST BRAND**

STANDARD: Real Cheese

TYPE ALLOWED: Pasteurized Processed American Slices, Block, Shredded, Only of Cheddar, Colby, Colby Jack, Monterey Jack, Mozzarella, Muenster and Swiss

NOT ALLOWED: individually wrapped slices, deli, string or processed cheese food.

PACKAGE SIZES: One-pound package (8, 16 or 32 oz.)

SUBSTITUTIONS: NONE ALLOWED

**EGGS: LEAST COST BRAND**

STANDARD: Large or Medium, Grade A or AA, White & Brown

TYPES ALLOWED: All brands, Large Grade A or AA, White & Brown

PACKAGE SIZE: Carton: one dozen

NOT ALLOWED: Any size other than large or medium (small, jumbo, extra-large, etc.)

DO NOT ISSUE: Cage Free, Powdered Eggs, Egg Products, Low Cholesterol, Package sizes other than one dozen

SUBSTITUTIONS: NONE ALLOWED

## **CEREAL: (No Boxes Smaller than 11.8 oz.)**

### TYPES ALLOWED:

#### **Cold Cereal**

Best Choice: Bran Flakes, Corn Crisps, Frosted Shredded Wheat Bite Size, Happy O's, Rice Crisps, Wheat Crisps

General Mills: Berry Berry Kix, Cheerios, Corn Chex, Fiber One Honey Clusters, Honey Kix, Kix, Multigrain Cheerios, Rice Chex, Wheat Chex, Wheaties, Whole Grain Total, Cinnamon Chex, Blueberry Chex, Vanilla Chex.

Great Value: Bran Flakes, Crunchy Nuggets, Frosted Shredded Wheat, Corn Squares, Oat Crunch, O's, Rice Squares, Wheat Squares.

Kellogg's: Complete All Bran, Little Bite Frosted Mini Wheats, Frosted Mini Wheats, Frosted Mini Wheat Blueberry, Frosted Mini Wheats Pumpkin Spice, Frosted Mini Wheat Strawberry, Frosted Mini Wheat Chocolate.

Kiggins: Frosted Shredded Wheat, Rollin' Oats

Malt-O-Meal: Frosted Mini Spooners, Strawberry Cream Mini Spooners

Market Pantry: Frosted Shredded Wheat, Toasted Oats

Post: Grape-Nuts, Grape-Nuts Flakes, Great Grains Banana Nut Crunch, Whole Grain Honey Bunches of Oats Honey Crunch, Whole Grain Honey Bunches of Oats Vanilla Bunches, Great Grain Crunchy Pecan.

Quaker: Oatmeal Squares Cinnamon, Oatmeal Squares Brown Sugar, Oatmeal Squares Golden Maple, Life Original, Life Strawberry, Life Vanilla, Oatmeal Squares Honey Nut.

Ralston: Corn Biscuits, Frosted Shredded Wheat, Rice Biscuits, Tasteos, Wheat Bran Flakes, Oat Wise

WinCo Food: Bran Flakes, Frosted Shredded Wheat, Toasted Oats

Best Yet: Bran Flakes, Bite Size Frosted Shredded Wheat, Toasted Oats

Food Club: Brand flakes, Corn Squares, Bite Size Frosted Shredded Wheat, Rice Squares, Toasted Oats, Wheat Squares.

Sunbelt Bakery: Simple Granola

## **Hot Cereal**

Malt-O-Meal: Regular, Chocolate

Nabisco: Cream of Wheat 1 Minute, Cream of Wheat 2 1/2 Minute, Cream of Wheat 10 Minute, Cream of Wheat Instant Whole Grain, Cream of Wheat Whole Grain, Cream of Rice 1-Minute

Quaker: Instant Grits, Instant Oatmeal

### **PACKAGE SIZE:**

11.8 oz. to 36 oz. Cold and Hot cereals

### **STANDARD:**

Cold or Hot cereals that contain a minimum of 28 milligrams of iron and no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal. The ITO WIC Program chooses to have 90% of authorized cereals to contain whole grain as the primary ingredient and meet labeling requirements for making a health claim as a “whole grain food with moderate fat content”.

**NOT ALLOWED:** Cereals not listed on above list

**DO NOT ISSUE:**

### **SUBSTITUTIONS:**

You may issue any combination of approved brands and/or packaging sizes to meet the specified quantity authorized. **DO NOT EXCEED TOTAL NUMBER OF OUNCES SPECIFIED.**

### **EXCEPTION:**

If the manufacturer is giving free additional ounces of cereal as a temporary promotion, the additional cereal does NOT count as part of the maximum ounces allowed.

## **WHOLE GRAINS:** BRAND SPECIFIC

### STANDARD:

Whole wheat must be the primary ingredient by weight in all whole wheat bread products. Must meet labeling requirements for making a health claim as a “whole grain food with moderate fat content”:

- Contain a minimum of 51% whole grains;
- Meet the regulatory definitions for “low saturated fat”;
- Bear quantitative trans-fat labeling; and
- Contain  $\leq 6.5$  g total fat per RACC and  $\leq 0.5$  g trans-fat per RACC.

Whole grain must be the primary ingredient by weight.

### TYPES ALLOWED:

#### **Bread Loaves**

Nature’s Own: 100% Whole Grain Sugar Free, 100% Whole Wheat w/ Real Honey

Sara Lee: 100% Whole Wheat

Wonder: 100% Whole Wheat

Best Choice: 100% Whole Wheat

Bunny: 100% Whole Wheat

Best Yet: 100% Whole Wheat

Mrs. Bairds: 100% Whole Wheat, Sugar Free Whole Grain Wheat

Ozark Hearth: 100% Whole Wheat

Pepperidge Farm: Cinnamon Raisin Swirl 100% Whole Wheat, Stone Ground 100% Whole Wheat, Very Thin Sliced 100% Whole Wheat

WinCo: 100% Whole Wheat

#### **Whole Grain Options**

Oatmeal – Any Brand – no individual packets 16 oz only

Brown Rice – Any Brand 14-16 oz only

Bulgur – Any Brand 16 oz only

Whole Wheat or Soft Corn Tortillas – Any Brand 16 oz only

PACKAGE SIZES: 16 oz. or less

NOT ALLOWED: White Bread, Flour Tortillas and White Rice

SUBSTITUTIONS: NONE ALLOWED

## FRUIT JUICES: BRAND SPECIFIC

### STANDARD:

Pure UNSWEETENED Juice

100% vitamin C per serving for Citrus Juice

120% vitamin C per serving for all other Juices

NO SUGAR ADDED

PACKAGE SIZES:           64 oz. Bottle, Shelf-Stable only  
                                  64 oz. Bottle (Vegetable and Tomato Only)  
                                  11.5 – 12 oz. Can, Frozen

### TYPES ALLOWED:

**Juicy Juice:** All Flavors     **64 oz. Bottles**

**Tipton Grove:** Apple, Grape, Pineapple, Vegetable, White Grape

**Market Pantry:** Apple, Grape, White Grape, Berry, Tomato, Vegetable

**Best Choice:** Apple, Blends (Berry, Cherry, Grape and Punch), White Grape, Pink Grapefruit, White Grapefruit, Pineapple, Tomato, Vegetable

**Best Yet:** Apple, Cranberry, Cranberry Grape, Grape, Grapefruit, Orange, Orange Mango, Orange Pineapple, Pineapple, Pineapple Mango, Tomato, Vegetable and White Grape.

**Langers:** Apple, Apple Berry Cherry, Apple Cranberry, Apple Grape, Apple Kiwi Strawberry, Apple Orange Pineapple, Apple Peach Mango, Cranberry Berry Plus, Cranberry Grape Plus, Cranberry Plus, Cranberry Raspberry Plus, Disney (Apple Cran Grape, Berry, Grape, Punch), Grape, Grape Plus, Harvest Apple Plus, Orange, Pineapple, Pineapple Orange, Red Grape, Ruby Red Grapefruit, Tomato, Vegetable, Low Sodium Vegetable, White Grape, Apple Cranberry Grape, Cranberry Acai Plus, Mango Tangerine.

**Old Orchard:** Acai Pomegranate, Apple, Apple Cranberry, Berry Blend, Black Cherry Cranberry, Blueberry Pomegranate, Cherry Pomegranate, Cranberry Pomegranate, Grape, White Grape, Kiwi Strawberry, Orange, Peach Mango, Red Raspberry, Wild Cherry, Orange Tangerine, Strawberry Watermelon.

**Great Value:** Apple, Cranberry, Cranberry Grape, Grape, White Grape, White Grape Peach, Tomato, Vegetable, Pineapple

**Food Club:** Apple, Grape, Orange, Pineapple, Tomato and White Grape.

**Harvest Classic:** Apple, Apple Orange Pineapple, Cranberry Apple, Cranberry, Cranberry Grape, Cranberry Raspberry, Grape, Orange, Pineapple, Vegetable and White Grape

**WinCo:** Apple, Grape, Low Sodium Vegetable and White Grape

**Any Brand 12 oz Frozen:** 100% Apple, 100% Orange

**Old Orchard:** Apple, Apple Cherry, Apply Cranberry, Apple Kiwi Strawberry, Apple Passion Mango, Apple Raspberry, Apple Strawberry Banana, Berry Blend, Blueberry Pomegranate, Cherry Pomegranate, Cranberry, Cranberry Pomegranate, Cranberry Raspberry, Grape, White Grape, Orange, Pineapple, Pineapple Orange, Pineapple  
Orange Banana, Black Cherry Cranberry, Strawberry Rhubarb

**Dole:** Orange Peach Mango, Orange Strawberry Banana, Pineapple, Pineapple Orange, Pineapple Orange Banana, Pineapple Orange Strawberry

**Welch's:** (Bright Yellow Top) Grape, White Grape, White Grape Cranberry, White Grape Peach, White Grape Pear, White Grape Raspberry

NOT ALLOWED/ 11.5 oz. Pourable Concentrate, Refrigerated Juices

**DO NOT ISSUE:**

Sweetened Fruit Juices, Fruit Drink, i.e., Hi-C

Fruit Punch, i.e., Hawaiian Punch

Juice in glass bottles, Juice in individual cans, bottles, cartons, or pouches, reduced acid juices

Any juice not containing 100% vitamin C per serving

Any juice with sugar added

SUBSTITUTIONS: NONE ALLOWED

**DRY BEANS / PEAS: ANY BRAND**

STANDARD: Dry

TYPES ALLOWED: All brands dry beans or peas, Black beans, Black-eyed peas  
Chickpeas (Garbanzo beans), Great Northern beans, Kidney beans, Lentils. Lima beans (large and small), Navy beans, Pinto beans, Split peas (green and yellow)  
Other dried beans or peas

PACKAGE SIZES: One (1) pound

NOT ALLOWED: Package sizes other than one (1) pound (i.e., 8 oz. or 2 lbs.)

DO NOT ISSUE: Bean mixes, Bean soup mixes, Bean packages that include flavoring or seasoning, Organic

SUBSTITUTIONS: NONE ALLOWED

## **CANNED BEANS AND PEAS: ANY BRAND**

STANDARD: Canned beans and peas

TYPES ALLOWED: Black Beans, Black-Eyed Peas, Chickpeas (Garbanzo Beans)  
Great Northern Beans, Kidney Beans, Lentils, Lima Beans (large and small)  
Navy Beans, Pinto Beans, Split Peas (green and yellow)

PACKAGE SIZES 16 ounces or less canned, Single variety only

NOT ALLOWED: Cans larger than 16 oz., Green Beans, Pork and Beans,  
DO NOT ISSUE: Black-Eyed Peas with any additives, Peas other than those under types allowed,  
bean mixes, added meats, sugars, fats, oils, flavoring or seasoning. Organic

SUBSTITUTIONS: NONE ALLOWED

## **CANNED FISH: ANY BRAND**

STANDARD: Canned or (Tuna also includes Pouch)

TYPES ALLOWED: All brands  
Canned or Pouch Tuna Chunk Style (Packed in Oil or Water), Canned Salmon, Canned  
Sardines (Any Style, can contain sauce), Chub Mackerel (Oil or Water)

PACKAGE SIZES: 2.6 - 5 oz. can OR pouch (Chunk Style Tuna)  
7.5 - 15 oz. can (Salmon)  
3.75 oz. – 15 oz. can (Sardines)  
15 oz. can (Chub Mackerel)

NOT ALLOWED/ Solid White Chunk White  
DO NOT ISSUE: Albacore, Lite, Less salt, Hickory Smoked or Flavored, Organic

SUBSTITUTIONS: NONE ALLOWED

## **PEANUT BUTTER: ANY BRAND**

STANDARD: Pure Peanut Butter

TYPES ALLOWED: All brands, smooth, crunchy or extra crunchy

PACKAGE SIZES: 16 to 18-ounce jar

NOT ALLOWED/  
DO NOT ISSUE: Peanut butter with jelly, honey or marshmallow, added chocolate, organic or Omega 3.

DO NOT ISSUE: Imitation Products

SUBSTITUTIONS: NONE ALLOWED

## **FRUITS AND VEGETABLES: ANY BRAND**

STANDARD: Any variety, without added sugars, fats, or oils.

TYPES ALLOWED: Fresh Fruits and Vegetables, Frozen Fruits and Vegetables

PACKAGE SIZES: Random Weight Produce  
Pre-packaged whole fresh fruit or vegetables  
Frozen Bags

NOT ALLOWED  
DO NOT ISSUE: Canned Fruits or Vegetables, Fruit, Vegetable or Party Trays with dips, cheese, Frozen Fruits or Vegetables with sauces, oils, fat, potatoes or pasta, Fruit Baskets, Fruit Nut Mixes, Fresh Herbs or Spices, Edible Blossoms and Flowers, Garlic or Chili Peppers on a string, Vegetable-Grain Mixture, Breaded Vegetables, Creamed or Sauced Vegetables, Beans, Bags of Salad with Dressing  
Decorations: Gourds, Pumpkins, etc.

SUBSTITUTIONS: NONE ALLOWED

## **INFANT CEREAL: BRAND SPECIFIC**

STANDARD: Must contain a minimum of 45 milligrams of iron per 100 grams of dry cereal

TYPES ALLOWED: Dry infant cereal only (Beech Nut or Gerber), Barley, Mixed, Oatmeal or Rice and Whole Wheat

PACKAGE SIZES: 8 or 16 oz. containers

NOT ALLOWED/  
DO NOT ISSUE: Boxes or packages of individual servings  
Jars of infant cereal, Tropical Blends, No Fruit or Yogurt, Added DHA & ARA Organic

SUBSTITUTIONS: 16-ounce box may be substituted for two 8 oz. boxes

## **INFANT BABY FOOD: BRAND SPECIFIC**

STANDARD: Single ingredient commercial infant food without added sugars, starches or salt.

TYPES ALLOWED: Beech Nut and Gerber

PACKAGE SIZES: Gerber Infant Fruits and Vegetables (2-pack 8 oz. or 4 oz.)  
*Mixed fruits and mixed vegetables allowed as long as it does not contain meat.*  
Gerber or Beechnut Infant Meat (2.5 oz. jar)  
*Single Meat ONLY can include broth/gravy*  
Beechnut Stage 2, 4 oz. jars

NOT ALLOWED

DO NOT ISSUE: Mixtures with cereal or smoothies/desserts, dinners, naturals, grain blends, organic baby food or added DHA/ARA., Mixed varieties with meat (i.e. chicken and carrots)

SUBSTITUTIONS: NONE ALLOWED

## **INFANT FORMULAS:**

STANDARD: Iron fortified containing at least 10 milligrams of Iron per liter of formula at standard dilution.

TYPES ALLOWED: Only what is specified on eWIC benefit balance inquiry.

SUBSTITUTIONS: None Allowed

## CASHIERS

The vendor is responsible for the actions of its staff. The vendor will be held liable for the ITO WIC Program and Federal Sanctions that might occur due to the vendor staff allowing unauthorized or abusive transactions to occur, whether or not the owner / manager is aware of the occurrence or actions. For this reason, it is important that all staff be kept up to date with any changes to rules and procedures. This is the sole responsibility of the vendor. This will help to prevent honest errors from occurring. Additional managers need to monitor eWIC benefit redemptions and handling to assure the vendor staff is following procedures. The following are training issues that need to be discussed with all staff:

- ✚ **Food Substitutions** ~ when the normal least cost brand is not available, the next higher priced brand would become the approved item as it would be the least cost brand at the time of that purchase.
- ✚ **Electronic Benefits Transfer (EBT)** ~ is the method of food delivery chosen by the ITO WIC Program that allows Participants to access their WIC benefits by using a magnetic stripe card and a four-digit Personal Identification Number (PIN).
- ✚ **Cash Value Benefit (CVB)** ~ means a fixed dollar amount electronic benefit transfer (EBT) card or other document which is used by a participant to obtain authorized fruits and vegetables.
- ✚ **Formula Exchanges** ~ WIC participants cannot make formula exchanges with WIC vendors (except for stale or spoiled product, exchanged for the same brand and type). If a participant comes into exchange, send them with their unopened formula back to their WIC Clinic. The ITO WIC Program will then issue a new food prescription for the amount of returned unopened cans.
- ✚ **Authorized Representative (Proxy)** ~ means any person designated by a woman participant, or by a parent or caretaker of an infant or child participant, to obtain and transact eWIC benefits or to obtain supplemental foods on behalf of a participant. The proxy must be designated consistent with the ITO WIC Program procedures established pursuant to 246.12 (r) (1). Parents of caretakers applying on behalf of child and infant participants are not proxies.
- ✚ **Participant** ~ means pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or eWIC benefits under the program, and the breastfed infants of participant breastfeeding women.
- ✚ **Participant Violation** ~ means any deliberate action of a participant, parent or caretaker of an infant or child participant, or proxy that violates Federal or State statutes, regulations, policies, or procedures governing the Program. Participant violations include, but are not limited to, deliberately making false or misleading statements or deliberately misrepresenting, concealing, or withholding facts to obtain benefits; selling or offering to sell WIC benefits, including cash-value vouchers, food instruments, EBT cards, or supplemental foods in person, in print, or online; exchanging or attempting to exchange eWIC benefits or supplemental foods in excess of those listed on the participant's eWIC benefit; threatening to harm or physically harming clinic, vendor staff; and dual participation.
  - **Participant Abuse** ~ The WIC participants as well as WIC vendors have obligations and responsibilities to the ITO WIC Program. This includes

following all rules and procedures for using eWIC benefits. Participants are expected to be courteous to vendor staff when shopping for authorized items. Any attempts to abuse the program should be reported.

- Requesting cash or store credit for eWIC benefits
  - Selling or exchanging already purchased WIC items
  - Attempting to purchase beer, cigarettes, gasoline, or other unauthorized items with WIC benefits
  - Trying to force or harass a cashier to sell unauthorized items
  - Being abusive toward store employees
- ✚ **Separate Check Lanes Not Allowed** ~ In EBT integrated stores, WIC participants will be allowed to use any open check lane. In non-integrated stores, WIC participants will be allowed to use any open check lane which has a Point of Sale (POS) device in operation.
- ✚ **Equitable Treatment of a Vendor**
- The Federal WIC Regulations requires WIC authorized vendors to offer WIC Program participants, parents or caretakers of infant and child participants, and proxies the same courtesies that are offered to other (non-WIC) customers. WIC authorized vendors may not treat WIC customers differently from non-WIC customers by excluding them from in-store promotions; vendors may not disallow the use of coupons or other vendor discounts in WIC transactions that are allowed in non-WIC transactions. Similarly, WIC authorized vendors may not treat WIC customers differently by offering them incentive items, vendor discounts, coupons or other promotions that are not offered to non-WIC customers. Failure to provide the same courtesies to WIC participants, as outlined above, is a violation of Federal WIC Regulations, thereby constituting a vendor violation.
- ✚ **Vendor Discounts by Type** ~ All WIC participants are entitled to any specials offered at your store.
- ✚ **By One, Get One Free (BOGO)**
- In this promotion, the WIC-authorized vendor sells one WIC food item and provides a second identical food item or a different item at no additional cost.
- ✚ **Buy One, Get One at a Reduced Price**
- In this promotion, the WIC vendor sells one WIC food item at full price and sells either a second identical WIC food item or a different food item at a reduced price.
- ✚ **Free Ounces Added to Food Item by Manufacturer (Bonus Size Items)**
- In this promotion, a food manufacturer adds extra ounces to a product at no extra cost to the WIC participant.
- ✚ **Transaction Discounts**
- In this type of promotion, the WIC vendor applies a fixed amount discount or a discount percentage to the total dollar amount of the purchase.
- ✚ **Store Loyalty/Rewards Cards**
- WIC-authorized vendors may provide a card or token that provides additional vendor discounts for frequent or regular customers.
- ✚ **Manufacturers' Cents Off Coupons**
- Manufacturers' cents off coupons allow customers to purchase certain items at a lower price.
- ✚ **Sales Tax on Manufacturers' Coupons**

- State agencies are prohibited from collecting sales taxes on WIC foods. However, some States collect sales tax on manufacturers' coupons. In some cases, this tax only applies to manufacturers' coupons that are used on taxable items and does not apply to coupons used for WIC-authorized foods in a WIC transaction. Other States have exempted WIC purchases from the collection of sales tax on manufacturers' coupons through legislation or policy clarification. It is important to remember that manufacturers' coupons are not a WIC benefit. States are not prohibited from collecting sales tax on manufacturers' coupons. If a WIC participant uses a coupon when purchasing a WIC food item, sales tax may be collected on the value of the coupon tendered but must not be collected on the actual WIC food item or paid for by the WIC participant or the ITO WIC Program via the eWIC benefits.

If sales tax must be collected on a manufacturers' coupon in a WIC transaction, the following procedure must be used in order to prevent the ITO WIC Program or the participant from being taxed:

- 1) Subtract the sales tax on the coupon from the face value of the coupon
- 2) Subtract the remainder of the coupon value from the retail price of the WIC-authorized food

Using this process, the sales tax is effectively paid by the coupon itself. For example, if sales tax on manufacturers' coupons is 5% and a participant presents a coupon for \$1.00 off a WIC-authorized food that costs \$3.00, the transaction would be processed as follows:

- 1) Sales tax subtracted from face value of coupon:  $\$1.00 - \$0.05 = \$0.95$
- 2) Remainder of coupon value subtracted from retail price of food item:  $\$3.00 - \$0.95 = \$2.05$ . In this example WIC Program would be charged \$2.05 for the food item.

Additionally:

The vendor must not issue cash change to a WIC customer for purchases less than the total value of the eWIC Cash Value Benefit.

However, at the discretion of the ITO WIC Program, the WIC customer may use his/her own funds for purchases in excess of the monetary limit for his/her eWIC Cash Value Benefits; the monetary amounts above the limits for his/her eWIC Cash Value Benefits are subject to any tax which applies to non-WIC purchases of fruits and vegetables.

\*Peer group reimbursements requirements do not apply to eWIC Cash Value Benefits.

# WIC VENDOR COMPLIANCE AND SANCTIONS

## Compliance Monitoring Inspections

The ITO shall develop a system for monitoring the operations of all WIC retail food vendors to ensure compliance with federal and state laws and rules governing the WIC Program. The ITO shall investigate all alleged violations of the federal and state laws and rules promulgated thereunder.

## Violations

Violations shall be classified as either Class A violation, Class B violations, or Class C violations. Each class of violation is listed below.

## Mandatory Vendor Sanctions

### A. Class A violations:

- a. A vendor convicted of trafficking in food benefits or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of Controlled Substances Act (21 U.S.C. 802)) in exchange for food benefits.
- b. Permanent disqualification, disqualification or suspension from participation in the USDA SNAP, or imposition of a civil money penalty by the USDA SNAP.
- c. One incidence of buying or selling food benefits for cash (trafficking).
- d. One incidence of selling firearms, ammunition, explosives, or controlled substances in exchange for food benefits.
- e. One incidence of sale of alcohol or alcoholic beverages or tobacco products in exchange for food benefits.
- f. A pattern of claiming reimbursement for sale of an amount of a specific WIC food item which exceeds the store's documented inventory of that WIC food item for a specific period.
- g. A pattern of charging WIC participants, proxies, or department representatives more for WIC food than non-WIC customers, or charging more than the current shelf or agreement price (overcharging).
- h. A pattern of receiving, transacting and/or redeeming food benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person.
- i. A pattern of charging for WIC food not received by the participant, proxy, or department representatives.

- j. A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food benefits.
- k. A pattern of providing unauthorized food items in exchange for food benefits, including charging for WIC food provided in excess of those listed on the food benefits.
- l. A pattern of an above-50-percent vendor providing prohibited incentive items to customers as set forth in 7 CFR 246.12(g)(3)(iv) of WIC Program regulations, in accordance with the ITO WIC Program's policies and procedures.

## **B. ITO Vendor Violations**

### **1. Class B violations:**

- a. Requiring a participant to select a different type or brand of WIC approved foods when not specified on the food benefits.
- b. Failure to post current shelf prices for WIC approved foods.
- c. Seeking restitution from WIC participants for food benefits not paid by the department or fines levied by the department, a financial institution, or the department's fiscal processor.
- d. Failure to attend an annual retail vendor training program.
- e. Refusing to allow participants, proxies, or department representatives to take all food items listed on the food benefits.

### **2. Class C violations:**

- a. Failure to submit retail vendor price surveys requested by the department.
- b. Failure to submit information requested by the department within the time period specified by the department.
- c. Failure to maintain the minimum stock requirements as specified in the WIC vendor agreement, and/or having any expired WIC approved foods on the shelf.

## **WIC Vendor Sanctions**

Any Class A violation shall subject the vendor to reimburse the department for any overcharges, charges for items not received by WIC participants, and monies paid for products not authorized as WIC approved foods.

## **Mandatory Vendor Sanctions**

A. Any Class A violation shall constitute grounds for disqualification of authorization to the WIC Program. If the department determines that disqualification of the vendor would result in inadequate participant access, the department shall impose a civil money penalty in lieu of disqualification. The length of each disqualification is listed below.

1. Permanent disqualification:

a. A vendor convicted of trafficking in food benefits or selling firearms, ammunition, explosives, or controlled substances (as defined in section 102 of Controlled Substances Act (21 U.S.C. 802)) in exchange for food benefits.

2. Six-year disqualification:

a. One incidence of buying or selling food benefits for cash (trafficking);  
or

b. One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food benefits.

3. Three-year disqualification:

a. One incidence of sale of alcohol or alcoholic beverages or tobacco products in exchange for food benefits; or

b. A pattern of claiming reimbursement for sale of an amount of a specific WIC food item which exceeds the store's documented inventory of that WIC food item for a specific period of time; or

c. A pattern of charging participants more for WIC food than non-WIC customers or charging participants more than the current shelf or agreement price (overcharging); or

d. A pattern of receiving, transacting and/or redeeming food benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person; or

e. A pattern of charging for WIC food not received by the participant, proxy, or department representatives; or

f. A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for food benefits.

4. One-year disqualification:

a. A pattern of providing unauthorized food items in exchange for food benefits, including charging for WIC foods provided in excess of those listed on the food benefits.

5. Disqualification period equal to Supplemental Nutrition Assistance Program (SNAP) disqualification:

a. Permanent disqualification, disqualification or suspension from participation in the USDA SNAP, or imposition of a civil money penalty by the USDA SNAP;

b. Such sanction shall not be subject to administrative or judicial review under the WIC program.

c. Such disqualification may begin at a later date than the SNAP disqualification.

6. Second mandatory sanction, a vendor, who previously has been assessed a sanction for any of the violations listed in this part, receives another sanction for any of these violations, the department shall double the sanction.

7. Third or subsequent mandatory sanction, a vendor, who previously has been assessed two or more sanctions for any of the violations in this part, receives another sanction for any of these violations, the department shall double the third sanction and all subsequent sanctions. The department shall not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violation listed in this part.

8. Voluntary withdrawal or non-renewal of agreement:

a. The department shall not accept voluntary withdrawal of the vendor from the Program as an alternative to disqualification for violations listed in this section, but shall enter the disqualification on the record; and

b. The department shall not use non-renewal of the vendor agreement as an alternative to disqualification.

7. Civil Money Penalty (For each violation subject to a mandatory sanction):

- a. The department shall impose a Civil Money Penalty in lieu of WIC Program disqualification if such disqualification of the vendor would result in inadequate WIC participant access.

Regulatory Citations	Violation
<p>WIC Regulations 7 CFR 246.12(l)(1)(x)(C)</p>	<p>This is the amount of the civil money penalty, provided that the civil money penalty shall not exceed the maximum amount specified in § 3.91(b)(3)(v) of this title for each violation. For a violation that warrants permanent disqualification, the amount of the civil money penalty shall be the maximum amount specified in § 3.91(b)(3)(v) of this title for each violation. When during the course of a single investigation the State agency determines a vendor has committed multiple violations, the State agency must impose a CMP for each violation. The total amount of civil money penalties imposed for violations investigated as part of a single investigation may not exceed the amount specified in § 3.91(b)(3)(v) of this title as the maximum penalty for violations occurring during a single investigation.</p>
<p>USDA Departmental Regulation 7 CFR 3.91(b)(3)(v)</p>	<p>Civil penalty for a vendor convicted of trafficking in food instruments, codified at <a href="#">42 U.S.C. 1786(o)(1)(A)</a> and <a href="#">42 U.S.C. 1786(o)(4)(B)</a></p>

## **ITO Vendor Sanctions**

B. Any Class B violation shall constitute grounds for the following sanctions:

1. For the first-Class B violation, the WIC retail vendor shall be given written notice of the violation and shall be given an administrative warning.
2. For the second-Class B violation committed within one (1) year of the first-Class B violation, the vendor shall be subject to a fine assessment of five hundred dollars (\$500). The vendor shall also be required to attend a compliance training workshop.
3. The third-Class B violation committed within two (2) years of the first-Class B violation shall subject the vendor to a fine assessment of one thousand dollars (\$1,000).
4. The Fourth-Class B violation committed within two (2) years of the first-Class B violation shall be grounds for termination of the vendor authorization, and a fine assessment of two thousand, five hundred dollars (\$2,500).

C. Any Class C violation shall constitute grounds for issuance of an administrative warning. Five (5) Class violations within a one (1) year period shall be grounds for termination of the vendor authorization for a period of one (1) year.

D. The time period shall commence from the time the notice of violation, termination, or fine assessment is issued by the department.

E. All fine assessments shall be paid by cashier certified check or money order in United States currency within 15 days of the receipt of the letter.

## **CRITERIA FOR TERMINATION OF AUTHORIZATION AND FINE ASSESSMENT**

- A. A determination by the WIC Director or designee to terminate authorization and impose a fine assessment shall be based upon a finding that one (1) or more of the following criteria are met:
1. the vendor has not met one (1) or more requirements of the Federal Regulations or the provisions of this part.
  2. the vendor has submitted false, erroneous, or inaccurate information on the application, in the business or financial information provided to the department, on the retail vendor price survey, or during the course of inspections of the vendor site.
  3. the vendor has refused to allow the ITO WIC Program access to inspect the vendor site during normal business hours.
  4. the vendor has been found by the ITO WIC Program to have violated provisions of this Chapter.
  5. the vendor has submitted a Federal Employer's Identification Number (FEIN) for the business entity operating as a vendor which differs from the FEIN filed for the same business entity with the USDA Supplemental Nutrition Assistance Program, or with the Oklahoma Tax Commission.
  6. the vendor has not fulfilled the terms of the WIC vendor agreement.
  7. the vendor has sold, leased, or discontinued the business entity or moved the business entity to a new location or new address; or
  8. the vendor corporation, partnership, or limited partnership has been voluntarily or involuntarily dissolved or that the vendor sole proprietor has died.
- B. In deciding upon the punishment to be imposed, the ITO WIC Program or its designee shall take into consideration the nature of the offense alleged to have been committed, the number of previous violations committed by the vendor, and such other evidence as may be relevant to imposition of punishment.

### **Criteria for Termination of Authorization and Fine Assessment**

- C. The termination of authorization as a WIC retail vendor and/or imposition of a fine assessment shall occur when the WIC Director or designee finds that the vendor meets any of the criteria set forth in this Chapter.
- D. When the WIC Director or designee determines that the termination of a WIC vendor's authorization and/or imposition of fine assessment is to occur, the department shall notify the vendor. The notice shall be in writing.

E. Each **Notice of Violation** shall be in writing and shall contain the following information:

1. a description of the nature of the violation.
2. a citation of the specific provision of the Federal Regulations, or this part
3. which the department believes has been violated.
4. a statement of the level of violation as determined by the department.
5. a statement that the ITO WIC Program may take additional action under the Act this part including termination of WIC vendor authorization and the WIC vendor agreement, and/or an assessment of penalties.
6. a description of the vendor's right to appeal the notice within fifteen (15) calendar days of receipt of the notice and the procedures for requesting a hearing, and the effective date for any proposed adverse action against a vendor.

## NOTIFYING SNAP OF WIC FEDERAL SANCTIONS

Violating WIC Program vendor rules can jeopardize a vendor's SNAP authorization!

Per 246.12(l)(1)(xi), notification to SNAP must be provided “within 15 days after the vendor's opportunity to file for a WIC administrative review has expired or all of the vendor's WIC administrative reviews have been completed.” The WIC Program shall provide the appropriate FNS (Food and Nutrition Service) SNAP office with a copy of the notice of administrative action and information on vendors it has either disqualified or imposed a civil money penalty in lieu of disqualification from the ITO WIC Program based in whole, or in part for any of the following specific program violations:

1. Buying or selling food benefits, or cash-value vouchers, for cash (trafficking)
2. Sale or exchange of alcohol, tobacco, firearms, ammunition, explosives, or controlled substances, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), for eWIC benefits.
3. A pattern of providing nonfood items, or credit (including rain checks) or consideration other than eligible food in exchange for food benefits or cash-value vouchers
4. A pattern of claiming reimbursement for the sale of an amount of a specific food item which exceeds the store's documented inventory of that food item for a specific period of time
5. A pattern of receiving, transacting, and/or redeeming eWIC benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person.
6. A pattern of charging WIC customers more for food than non-WIC customers, or charging WIC customers more than current shelf price (overcharging).
7. A pattern of charging for food items not received by the WIC customer.
8. A pattern of providing unauthorized food items in exchange for food benefits or cash-value vouchers, including charging for supplemental foods provided in excess of those listed on the food prescriptions.
9. A pattern of an above-50-percent vendor providing prohibited incentive items to customers as set forth in 7 CFR 246.12(g)(3)(iv) of WIC Program regulations, in accordance with the ITO WIC Program's policies and procedures.

# ADMINISTRATIVE REVIEW PROCEDURES

Vendors may request an administrative review (request for a fair hearing) of the ITO WIC Program decisions, except as noted in number 4 below, regarding denial of authorization to participate, termination of an agreement for cause, disqualification or imposition of a fine or a civil money penalty.

1. Full administrative reviews will consist of a hearing before an impartial official. Full administrative reviews will be conducted for the following types of adverse actions:
  - Denial of authorization based on the application of the following selection criteria:
    - Minimum variety and quantities of ITO WIC Program approved foods
    - Determination that vendor is attempting to circumvent a WIC Program sanction.
  - Termination of an agreement for cause.
  - Disqualification, except for a disqualification based on a trafficking conviction, disqualification or civil money penalty from the Supplemental Nutrition Assistance Program (SNAP) or disqualification from another state's WIC Program for a mandatory federal sanction.
  - Imposition of a fine or civil money penalty in lieu of a disqualification.
  
2. Abbreviated administrative reviews are based on written documentation and other materials submitted to an impartial official by the ITO WIC Program and the vendor and/or the vendor's representative. Abbreviated reviews do not include a hearing. Abbreviated administrative reviews will be conducted for the following types of adverse actions:
  - Denial of authorization based on the application of the following:
    - Competitive price selection criterion
    - Business integrity selection criterion
    - State-agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or SNAP withdrawal of authorization or disqualification
  - Denial of authorization based on:
    - State agency's vendor limiting criteria.
    - A current Supplemental Nutrition Assistance Program disqualification or Supplemental Nutrition Assistance Program civil money penalty for hardship.

- Denial of authorization because a vendor submitted its application outside the timeframes established by the ITO WIC Program.
- Denial of an application based on the determination of whether an applicant vendor is currently authorized by SNAP.
- Termination of an agreement because of a change in ownership, change of location, or cessation of operations.
- Disqualification based on:
  - A trafficking conviction.
  - The imposition of a SNAP civil money penalty for hardship.
- Disqualification or imposition of a civil money penalty in lieu of disqualification based on:
  - A mandatory sanction imposed by another State agency's WIC Program.
- The application of the State agency's vendor peer group criteria and the criteria used to identify vendors that are above-50% vendors or comparable to above-50-percent vendors.
- The imposition of a civil money penalty in lieu of disqualification based on a SNAP disqualification.

3. The ITO WIC Program **will not** provide administrative reviews for the following actions: [WIC Regulations 7 CFR 246.18(a)(1)(iii)]

- The validity or appropriateness of the WIC Program's vendor limiting or selection criteria for minimum variety and quantity of supplemental foods, business integrity, and current Supplemental Nutrition Assistance Program disqualification or civil money penalty for hardship.
- The validity or appropriateness of the WIC Program's selection criteria for competitive price (§246.12(g)(4)), including, but not limited to, vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or vendors comparable to above-50-percent vendors.
- The validity or appropriateness of the WIC Program's participant access criteria and participant access determination.
- WIC Program's determination to include or exclude an infant formula manufacturer, wholesaler, distributor or retailer from the list required, pursuant to 7 CFR 246.12(g)(11);
- The validity or appropriateness of the WIC Program's prohibition of incentive items and the WIC Program's denial of an above-50-percent vendor's request to provide

an incentive item to customers pursuant to 246.12(h)(8);

- The WIC Program's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction, pursuant to 7 CFR 246.12(1)(3).
- The WIC Program's determination whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation 7CFR 246.12(1)(1)(i)(B);
- Denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency.
- The expiration of a vendor's agreement.
- Disputes regarding WIC check/EBT or fruit & vegetable check/EBT payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error).
- Disqualification of an authorized vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP).

#### 4. Procedures for a full administrative review

- Notification: The ITO WIC Program will notify the vendor in writing of:
  - The adverse action
  - The reason(s) for the adverse action
  - The procedures to follow to request a full administrative review
    - A copy of these procedures will be attached to the notification
  - The effective date of the action
  - The following statement will be included if the reason for the adverse action is a federal mandatory sanction listed in 7 CFR 246.12(1)(1): "This disqualification from WIC may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program. Such disqualification is not subject to administrative or judicial review under the Supplemental Nutrition Assistance Program."
  - Any request for an administrative review must be made within 15 days of receipt of the notification.

- A request for a full administrative review must be made in writing within 15 calendar days of the vendor's receipt of notification of the impending adverse action via certified mail. The request must be sent to:

**Insert ITO Tribal Name**  
**ATTN: WIC Director**  
**ITO address**  
**ITO city and state, zip**

- The date, time and place for a full administrative review will be set by the WIC Program and the vendor will be notified at least ten (10) days in advance of review. The review may be rescheduled one time at the request of the vendor.
- A vendor may have representation at the administrative review. A vendor will have access to evidence gathered by the WIC Program upon which the adverse action is based and may examine the evidence prior to the review.
- A vendor or his representative may cross-examine witnesses and/or present testimony at the administrative review.
- WIC Program investigators may be concealed from the view of the vendor and/or his representative.

#### 5. Procedures for an abbreviated administrative review

- Notification: The ITO WIC Program will notify the vendor in writing of:
  - The adverse action
  - The reason(s) for the adverse action
  - The procedures to follow to request an abbreviated administrative review
    - A copy of these procedures will be attached to the notification
  - The effective date of the action
  - The following statement will be included if the reason for the adverse action is a federal mandatory sanction listed in 7 CFR 246.12 (1)(1):

*“This disqualification from WIC may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program. Such disqualification is not subject to*

*administrative or judicial review under the Supplemental Nutrition Assistance Program.”*

- Any request for an administrative review must be made within 15 days of receipt of the notification.
- A request for an abbreviated administrative review must be made in writing within 15 calendar days of the vendor’s receipt of notification of the impending adverse action. The request must be sent to:

**Insert ITO Tribal Name**

**ATT: WIC Director**

**ITO Address**

**ITO City, State and Zip**

- The name and title of the official and address to send the vendor’s written grounds for appeal and the documentation supporting the appeal will be sent to the vendor within 15 days of the receipt of the request for an abbreviated administrative review.
- The date all materials must be submitted to the review official will be set by the WIC Program and the review official. The vendor may request one extension of this date.
- A vendor will have access to evidence gathered by the WIC Program upon which the adverse action is based and may examine the evidence prior to submitting the written materials for consideration by the review official.

7.6 The decision of the review official

- The decision of the official of the full or abbreviated administrative review will be based solely on whether the WIC Program has correctly applied federal and state statutes, regulations, policies and procedures governing the WIC Program, according to evidence presented in the review.
- Written notification of the review decision, including the basis for the decision, will be sent to the vendor within 90 days from the vendor’s request for the review. The decision of the review official will be the final State agency action.

- If the decision of the review official affirms the decision of the ITO, the ITO officials will:
  - Inform the USDA SW Regional Office through sending a copy of the notification letter; Inform the Local WIC Program where the vendor conducts business of the length of disqualification and termination from participation in WIC.
  - Inform SNAP and any other State or Tribal WIC Programs of the imposition of any federal mandatory vendor sanctions.
  - Collect any outstanding claims on any improperly redeemed food benefits/EBT, on the effective date of termination or disqualification; and
  - Monitor possible check/fruit & vegetable check/EBT acceptance or cashing by the disqualified vendor.
- If the decision of the review official does not affirm the decision of the ITO, the ITO officials will sign a vendor agreement, allow for resumption of operations under current vendor agreement, or start the payment process on appropriate unpaid food benefits.

§.7. Effective dates of adverse actions:

- For denial of authorization or disqualification for a conviction for trafficking in WIC benefits or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC benefits, the effective date for denial of authorization or disqualification will be no later than the date the vendor receives the notice of adverse action.
- For other WIC Program actions, the vendor may appeal, the effective date of the adverse action will be 30 calendar days from the date of the vendor's notification of adverse action.
- For disqualification from the WIC Program as a result of a Supplemental Nutrition Assistance Program disqualification, 30 calendar days from the date of vendor's notification of the WIC Program disqualification.