

# NEBRASKA WIC VENDOR HANDBOOK

**Grocery Store Version**



October 1, 2009  
through September 30, 2012

# WIC VENDOR HANDBOOK

Produced by  
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Available in Alternate Forms

[dhhs.ne.gov](http://dhhs.ne.gov)

SPECIAL THANKS to WIC store owners, managers and employees:  
A special thank you from the WIC staff for your cooperation with the Nebraska WIC program. The WIC foods listed on the checks have been carefully selected to help meet the special nutritional needs of the mothers, infants and children we serve. Your role in providing these foods is a VITAL one in the delivery of service to mothers and their children across our State. It helps to improve the chances that every WIC mother will have a healthy pregnancy and that every WIC child will experience normal growth and development.

This handbook has been developed as a resource for all of your employees involved in WIC transactions. If you have questions about WIC foods or WIC procedures, or if you have any problems with the WIC Program or a WIC shopper, please feel free to contact your Local Agency WIC Vendor Manager. We appreciate your input and comments!

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## WHAT IS WIC?

Proper nutrition and health care are very important to the growth and development of children. This is especially true during pregnancy and early childhood. The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) Program was established by Congress in 1972 in recognition of this need for adequate nutrition in pregnancy and early childhood. WIC began in Nebraska in 1975. The WIC Program strives to prevent health problems before they occur by providing nutritious foods to pregnant, breastfeeding and delivered mothers, infants and young children.

- WIC PROVIDES SUPPLEMENTAL FOOD PACKAGES
- WIC PROVIDES NUTRITION AND HEALTH EDUCATION
- WIC ENCOURAGES REGULAR MEDICAL CARE

Funding for the WIC Program comes from the federal government through the United States Department of Agriculture. The funds are made available to the Nebraska Department of Health and Human Services, which provides grants to local agencies to operate WIC clinics throughout Nebraska. The WIC Program currently provides benefits to approximately 45,000 people per month in Nebraska.

*It is the important combination of foods, education, and referrals to health care which gives WIC the ability to really make a difference!*

### WIC Vocabulary

To acquaint you with the WIC vocabulary, the following terms are defined.

**Vendor:** Retail merchants who participate in the WIC Program.

**WIC Vendor Manager:** The person in each Local Agency who works with the vendors.

**State WIC Vendor Management Coordinator:** The person at the Nebraska Department of Health and Human Services who works with the vendors and the local vendor managers.

**Participants:** Women, infants, and children who are certified to be eligible for WIC.

**WIC check (also sometimes called a “food instrument”):** The method of payment used by participants for WIC foods. There are two types of WIC checks.

- Regular WIC Check: The specific WIC supplemental foods and the quantities of those foods are identified on the check and the
- Fruit and Vegetable WIC Check (also sometimes called a “cash value voucher”): A fixed dollar amount check which is used by the participant to obtain authorized fruits and vegetables.

Reference to a WIC check includes both the regular WIC check and the fruit and vegetable WIC check.

**Food prescription:** Specially selected foods identified on the WIC check for each participant.

**Approved WIC supplemental foods:** The only foods that can be purchased with WIC checks.

**Sanction:** An administrative action taken as a result of a violation in the WIC Program.

**Supplemental Nutritional Assistance Program (SNAP):** Formerly known as the Food Stamp Program.

## **WIC ELIGIBILITY**

WIC is a preventative program that provides nutrition education and special foods to assist in obtaining an adequate diet for:

WOMEN	who are pregnant, breastfeeding or have recently had a baby
INFANTS	through the 12th month
CHILDREN	age 1 to age 5

Those persons qualifying for participation in the Nebraska WIC Program must meet the following criteria:

1. Meet income guidelines of the program.
2. Be a resident of the State of Nebraska.
3. Be determined to be at nutritional risk by a qualified nutritionist and/or nurse through a health and diet assessment. Risk factors may be: anemia, high risk pregnancy, abnormal growth, or poor dietary intake.

Eligibility for participation in the Nebraska WIC Program is reviewed periodically.

## **WIC BENEFITS**

### **Supplemental Foods**

WIC checks are either issued monthly or every other month to WIC participants for the purchase of specific foods at stores authorized by WIC. The specific foods and quantities to be received by each participant are determined by the WIC health professional based on their specific need. The WIC foods available are not intended to provide a complete diet but to be good sources of the nutrients which are frequently lacking in the diets of the WIC population. The WIC Program provides foods high in nutrients including protein, Vitamin C, Vitamin A, calcium and iron. These nutrients help prevent anemia and increase the birth weight of infants. They are also needed for the mental and physical development of infants and children. The WIC foods provided were significantly updated in October 2009 to expand the foods available through WIC and align with current nutritional guidelines (notably the addition of whole grain bread, fresh fruits, fresh vegetables, low fat milk, canned beans, baby food, and brown rice). Foods which may be prescribed are the following.

#### Women & Children:

Fresh fruits and fresh vegetables  
Milk  
Natural cheese  
Eggs  
Soy beverage  
Iron fortified cereal  
Brown rice  
100% whole wheat bread  
Vitamin C fortified juices  
Dried beans/peas  
Canned beans  
Peanut butter  
Canned tuna and canned salmon, in special circumstances

#### Infants:

Iron fortified infant cereal  
Iron fortified formula  
Infant foods

## **Health Care**

Referral to other community and health agencies for more comprehensive services is made when needed or requested by the WIC participant.

## **Nutrition/Health Education**

WIC participants receive nutrition/health education through one to one counseling, small group discussions and classes. Education emphasizes the importance of proper nutrition to good health and assists the individual at nutritional risk in changing his/her eating habits resulting in improved nutritional status and better health.

## **ROLE OF THE VENDOR**

WIC participants receive checks that are redeemed for foods and formulas at approved WIC retail stores (vendors). The regular WIC check has a prescription for specific types and amounts of foods listed on the front. The prescription on the fruit and vegetable WIC check is for authorized fresh fruits and fresh vegetables up to a certain maximum dollar amount. The retail clerk helps fill the prescription by making sure the participant receives exactly what is prescribed. Since WIC foods are designed to reduce complications of pregnancy due to poor nutrition and to promote the healthiest possible birth, growth and development of children, the vendor's role in the program is a VITAL one.

Nebraska has a system which allows participants to use their checks at any approved WIC vendor. Authorized grocery stores may accept checks for WIC foods and formula. Approved special purchase stores (pharmacies) are authorized to accept checks for special formula and medical formulas. WIC checks are redeemed by participants, deposited by vendors and paid to the vendors' accounts.

The Nebraska WIC Program contracts with a fiscal intermediary for check processing services.

## **VENDOR SELECTION**

The State Agency, as required by Federal Regulations, authorizes a limited number of WIC retail stores that will assure participant accessibility and allow Program staff to effectively monitor and review WIC retail store selection. Only stores authorized by the Nebraska WIC Program may redeem Nebraska WIC checks.

The Nebraska WIC Program considers for authorization those stores which offer a clean and sanitary environment for the WIC shopper, provide the nutritious WIC supplemental foods at a competitive price so as to make the most efficient use of Program funds, and assure adequate participant convenience and access.

The vendor application and the on-site visit are the tools used to determine vendor eligibility. Submission of a complete application by the vendor begins the review and selection process. A complete application includes the following:

- Current application with all answers complete and requested information submitted;
- A completed WIC Application Food Price Reporting List.

## Vendor Criteria

The Nebraska WIC Program has established the following criteria to select retail stores that wish to participate in the Program.

1. The applicant may apply as either a full service grocery store or a special purchase store.

**Grocery Store:** A full service grocery store must primarily be a retailer of groceries rather than of other merchandise such as gasoline, beverages, or snack foods. A grocery store must have no more than 20% of the gross annual total retail sales from the sale of gasoline or other automotive supplies. A grocery store must have no more than 20% of the gross annual total retail sales from alcoholic beverages. A grocery store must have no more than 50% of the gross annual retail food sales (actual or anticipated) from the WIC Program. A full service grocery store must also stock all of the following categories of items and be able to provide upon request, the most recent inventory invoice(s) received, for 3 different varieties of food items, for each of the following food categories.

1. Fresh fruits;
2. Fresh vegetables;
3. Fresh or frozen meats and poultry (prepackaged luncheon meats and deli sandwiches do not qualify);
4. Canned and frozen vegetables;
5. Dairy products;
6. Cereals and breadstuffs;
7. Infant formula.

A grocery store applicant shall have available and provide all categories of Nebraska WIC approved foods including infant formula and/or medical formulas eligible for use in the Nebraska WIC Program without filing a separate application as a special purchase store (pharmacy).

**Special Purchase Store:** Special purchase vendors are only authorized to accept WIC checks for special formulas and/or medical formulas eligible for use in the Nebraska WIC Program. They are not authorized to accept WIC checks for any other types of WIC food items or Primary Contract Infant Formulas. The Primary Contract Infant Formulas are the infant formulas, which the Nebraska WIC Program has contracted with the formula manufacturer to provide to WIC participants. These Primary Contract Infant Formulas are identified in Section Two of the Nebraska WIC Vendor Handbook Special Purchase Store (Attachment I to the Nebraska WIC Program Retail Vendor Agreement).

A special purchase store must have no more than 20% of the gross annual total sales from the sale of gasoline or other automotive supplies. A special purchase store must have no more than 20% of the gross annual total sales from alcoholic beverages. A special purchase store must stock three or more types of special formulas. And be able to provide upon request the most recent inventory invoices received, for 3 different varieties of products, for the following category.

1. Special formulas and/or medical formulas.
  - a. Special purchase vendors are required to provide a special formula and/or medical formula within 48 hours or within 72 hours if a weekend or holiday is involved.

A special purchase store shall be used only to provide special formulas and/or medical formulas eligible for use in the Nebraska WIC Program. They are not authorized to accept WIC checks for any other types of WIC food items or Primary Contract Infant Formulas.

WIC only stores, stores that only stock and sell WIC approved foods, are not eligible for authorization as an approved Nebraska WIC vendor.

Vendor applicants may be required to submit supporting documentation to verify sales information.

2. The vendor must only purchase infant formula from the list of approved source as maintained by the Nebraska WIC Program. These approved sources include:
  - Infant formula wholesalers, distributors, and retailers licensed and inspected by the regulatory authority in the jurisdiction, where they are located, whether it be a State or local authority, in accordance with State law; and
  - Infant formula manufacturers registered with the Food and Drug Administration (FDA) that provide infant formula.
3. The store cannot be currently disqualified from participating in the Supplemental Nutrition Assistance Program or the store has been assessed a Supplemental Nutrition Assistance Program civil money penalty for hardship and the disqualification period that would otherwise have been imposed has not expired.
4. The store also cannot be currently disqualified from the Medicaid Program or the WIC Program.
5. The store cannot have had a WIC application denied within the six month period preceding the date of application.
6. The store makes reasonable accommodations for shoppers who have disabilities.
7. The applicant, current owners, officers, or store managers, during the last six years, have not been convicted of nor had a civil judgment entered against them for any activity indicating a lack of business integrity. Activities indicating a lack of business integrity include, but are not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice.
8. For any store currently participating in the WIC Program, the store has implemented all required corrective actions resulting from monitoring by the WIC State or Local Agency,

including repayment of any overcharges to the WIC Program, and has attended any required training sessions due to the accumulation of 6 or more sanction points.

9. The store was not sold by its previous owner to the current WIC applicant in an attempt to circumvent a WIC sanction.
10. The store must maintain regular business hours. This shall include a minimum of two, four-hour blocks of time on each of five days per week. Daily operating hours shall be consistent from week to week, and shall be posted.
11. The vendor has not violated the use of the WIC Acronym and/or WIC Logo, which are service marks owned by the Department of Agriculture (USDA). The vendor does not use these service marks in any manner on goods, containers, packaging, tags, labels, in advertising, and in other promotional materials.
12. Each grocery store must have a current State of Nebraska Food Establishment Permit issued through the Nebraska Department of Agriculture. If the special purchase store is a pharmacy, a statement of full compliance on a current inspection by the Nebraska Department of Health and Human Services is satisfactory. For all other special purchase stores, a current State of Nebraska Food Establishment Permit issued through the Nebraska Department of Agriculture is satisfactory.
13. The store's appearance is sanitary, with no evidence of a general lack of cleanliness, as determined during the WIC on-site visit. The following specific items are checked:
  - a. No evidence of excess unremoved rubbish;
  - b. Floors clean, swept and free from dirt, grime, filth and/or excess rubbish;
  - c. Floors in good repair (no holes in floor);
  - d. Garbage or refuse within the store premises is stored (covered) so that it is inaccessible to insects and/or rodents;
  - e. No evidence of insects and/or rodents within the store premises;
  - f. No evidence of thawing and then refreezing of foods (cans of frozen juice frozen together, cans of frozen juice are sticky, frozen packages of meat frozen together);
  - g. Foods properly stored and/or refrigerated (frozen foods are frozen not soft, no evidence of frost build up on the freezer case or on the frozen food items);
  - h. No evidence of food spoilage;
  - i. No evidence of outdated formula, milk, eggs, bread, or cheese;
  - j. No evidence of damaged goods for regular sale;
  - k. No other clearly identifiable lack of cleanliness or safety.
14. The store is a permanent fixed location in Nebraska where the participants redeem their WIC checks. For example, a mobile food vendor or a farmer's market would not be eligible for authorization as an approved Nebraska WIC vendor.
15. Minimum stock inventory is available for all groups of WIC supplemental foods required for the type of store. The minimum stock inventory identifies the food items and quantities required. (See the minimum inventory list, Section 3, of the WIC Program Vendor Handbook, Attachment I to the Nebraska WIC Program Retail Vendor Agreement.)

16. The vendor has the capability to produce a dated cash register receipt or electronic journal entry documenting each WIC sale and identifying what specific items were purchased when submitting problem WIC checks for review and possible reimbursement. The vendor can produce this record for at least 60 days from the date of the transaction.
17. The purchase price is plainly marked on the product or shelf for each WIC approved supplemental food item.
18. Prices are not substantially different, without reasonable explanation than those listed on the application as observed during the on-site visit.
19. Correct and true information was submitted on the application.
20. Prices, obtained during the store visit, are no more than 10% above the average price for a representative group of WIC supplemental foods for all stores within the same peer group. A vendor must maintain competitive prices for WIC approved supplemental foods throughout the contract period. Competitive prices are defined as follows.
  - Prices charged to WIC customers for WIC supplemental foods must be equal or less than those charged to all other customers.
  - WIC retailers must be competitively priced and remain within 10% of the average price for the WIC supplemental foods for all stores within their peer group.
  - Vendors also are only allowed to mark up the specially ordered infant formulas no more than 10% over the vendor's wholesale price. In the event that the formula has special shipping costs an additional five percent of the case price may be added to the case price of the special infant formula. The shipping price is then distributed evenly among the number of units ordered.
21. For any store currently participating on the WIC Program, there has been adequate WIC redemption activity. Adequate redemption is at least 12 or more WIC checks redeemed during the past 12 months of the current contract.

The WIC vendor must comply with the selection criteria throughout the contract period, including any changes to the criteria. Using the current vendor selection criteria, the Nebraska WIC Program may reassess the vendor at any time during the agreement period. If the vendor fails to meet the current vendor selection criteria, the agreement will be terminated.

## **VENDOR TRAINING**

Vendor training is required on an annual basis. Formal interactive WIC Vendor Agreement Training is required for each three year contract period. The vendor is required to provide and document training to all of their employees who process WIC checks in WIC procedures and regulations. Training may be required more frequently if a need exists as determined by the State WIC Office or the Local WIC Agency.

- A store may request training by the WIC staff at any time during the contract period.
- WIC staff is available to conduct training sessions to help inform and discuss proper WIC procedures and guidelines.
- Training materials are also provided by the WIC Program for the retailer to use in training staff on an on-going basis.
- Please feel free to contact your Local Agency WIC Vendor Manager to set up a training session for your store employees and/or to obtain training materials.

## **WIC STORE CONTACT**

If the WIC store contact changes at any time, please notify the Local Agency WIC Vendor Manager so our files may be updated.

## **CONFIDENTIALITY OF VENDOR INFORMATION**

Confidential vendor information is any information about a vendor that individually identifies the vendor, except for vendor's name, address, telephone number, Web-site, e-mail address, store type, and authorization status. The Nebraska WIC Program limits the disclosure of confidential information to:

- Persons directly connected with the administration or enforcement of the WIC Program or the Supplemental Nutrition Assistance Program,
- Persons directly connected with the administration or enforcement of any Federal or State law, and
- A vendor that is subject to an adverse action and the confidential information concerns the vendor subject to the adverse action and is related to the adverse action.

# VENDOR MANAGER LIST

**October 2009**

Blue Valley Community Action  
JoAnn Zimmerman  
Fairbury Area Office  
(402) 729-2278

Family Service  
Kim Cline  
Lincoln Area Office  
(402) 441-8655

Central Nebraska Community Services  
Lisa Boeke  
Loup City Area Office  
(308) 745-0780

Goldenrod Hills Community Action  
Kris Eggers  
Wisner Area Office  
(402) 529-3513

Central District Health Department  
Karen Helms  
Grand Island Area Office  
(308) 385-5188

Northeast Nebraska Family Health Services  
Coleen Kulhanek  
Fremont Area Office  
(402) 727-9008

Community Action Partnership  
of Mid-Nebraska  
Judy Schultz  
Kearney Area Office  
(308) 865-5356

Peoples Family Health Services  
Deb Weir  
North Platte Area Office  
(308) 534-1678

Community Action Partnership  
of Western Nebraska  
Michelle Rose  
Gering Area Office  
(308) 632-2540

Western Community Health Resources  
Patty Kulas  
Alliance Area Office  
(308) 762-3696

Douglas County Health Department  
Lora Marshbanks  
Omaha Area Office  
(402) 444-1770

State WIC Office  
Regina Paschold  
(402) 471-2781

East Central District Health Department  
Selia Meza  
Columbus Area Office  
(402) 564-9931

Family Health Services  
Rosie Hernandez  
Tecumseh Area Office  
(402) 335-2988



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## INTRODUCTION

WIC participants may only purchase certain types of foods with their WIC checks. These approved foods are described in the next few pages. They are also illustrated in the WIC Approved Foods List booklet provided for your cashiers and given to each WIC participant.

## CEREALS

- Only these cereals are WIC approved for the Nebraska WIC Program.
- WIC approved cereals provide at least 45% of the Recommended Dietary allowance for iron in a one ounce serving.
- WIC approved cereals also contain no more than 6 grams of sugar in a one ounce serving.
- At least one-half of the total number of breakfast cereals must have whole grain as the primary ingredient and meet labeling requirements for making a health claim as a “whole grain food with moderate fat content”.
- Total quantity of cereal purchased must be equal to or less than the quantity indicated on the check.
- Whole grain cereals are designated with an \* (asterisk) below.

### COLD CEREALS

**Package sizes less than 12 ounces are not allowed (except in hot cereal).**

#### Always Save

- \* Toasted Oats

#### Best Choice

- Corn Flakes
- Crisp Rice
- \* Enriched Bran Flakes
- \* Frosted Shredded Wheat Bite Size
- \* Happy O's
- Honey Oat Clusters
- Honey Oat Clusters/Almonds
- \* Nutty Nuggets
- \* Wheat Flakes

#### General Mills

- \* Cheerios, Oat

#### Great Value

- \* Bran Flakes
- Corn Flakes
- Crisp Rice
- Crunchy Nuggets
- \* Frosted Shredded Wheat
- \* Toasted Whole Grain Oats

#### Hy-Vee

- \* Bite Size Frosted Shredded Wheat
- Corn Flakes
- Crispy Rice
- \* Enriched Bran Flakes
- Honey Oats & Flakes with Almonds
- \* Nutty Nuggets
- Oats & More with Honey
- \* Tostitos

#### IGA

- \* Bite Size Frosted Shredded Wheat
- \* Bran Flakes
- Corn Flakes
- Crispy Rice
- Honey Oats & Flakes
- \* Nutty Nuggets
- \* Tostitos

#### Kellogg's

- Corn Flakes
- \* Frosted Mini-Wheats Bite Size
- \* Unfrosted Mini-Wheats Bite Size

## **COLD CEREALS continued...**

### Kroger

- Corn Flakes
- Crispy Rice
- \* Frosted Wheat Bite Size
- Honey Crisp Medley
- Honey Crisp Medley/Almonds
- \* Nutty Nuggets
- \* Toasted Oats

### Malt-O-Meal

- Crispy Rice
- \* Frosted Mini Spooners
- Honey & Oat Blenders
- Honey & Oat Blenders with Almonds
- Strawberry Cream Mini Spooners

### Our Family

- Corn Flakes
- Crispy Rice
- \* Frosted Bite-Size Shredded Wheat
- \* High Fiber Bran Flakes
- \* Krunch Nutties
- Oats & More with Almonds
- Oats & More with Honey
- \* Toasted Oats

### Market Pantry

- \* Frosted Bite-Size Shredded Wheat Original
- Honey & Oat Mixers
- \* Toasted Oats

### Post

- \* Grape-Nuts
- Honey Bunches of Oats with Almonds
- Honey Bunches of Oats with Cinnamon Bunches
- Honey Bunches of Oats Honey Roasted
- \* Honey Bunches of Oats with Vanilla Bunches

### Quaker

- \* Life
- \* Oatmeal Squares Cinnamon
- \* Oatmeal Squares Hint of Brown Sugar

### Shurfine

- \* Bran Flakes
- Corn Flakes
- Crispy Rice
- \* Frosted Bite Size Shredded Wheat
- Honey Oats & Flakes with Almonds
- \* Nutty Nuggets
- \* Toasted Oats

## **HOT CEREALS**

### Best Choice

- Creamy Wheat Enriched Farina
- \* Instant Oatmeal Regular Flavor

### Great Value

- Butter Flavor Instant Grits Enriched
- Original Instant Grits
- \* Original Instant Oatmeal
- Quick Farina Hot Cereal

### Hy-Vee

- Creamy Wheat Enriched Farina 2½ Minute
- \* Instant Oatmeal Regular Flavor

### Little Crow;

- Coco Wheats

### Malt-O-Meal

- Chocolate Hot Cereal
- Creamy Hot Wheat Cereal
- Original Hot Cereal

### Market Pantry

- \* Instant Oatmeal Regular Flavor

### Nabisco

- Cream of Wheat 1 minute cook time
- Cream of Wheat 2 ½ minute cook time
- Cream of Wheat 10 minute cook time

### Quaker

- Instant Grits Butter Flavor
- Instant Grits Original Flavor

### Shurfine

- \* Instant Oatmeal Regular Flavor

## **WHOLE GRAIN BROWN RICE**

- Brown rice is another great source of whole grains in the diet.
- Brown rice also provides dietary fiber.
- 14 to 16 ounce bag or box authorized.
- **Any brand** of instant, quick, or regular cooking allowed.

NO white rice

NO bulk rice

NO organic

## 100% WHOLE WHEAT BREAD

- 100 % whole wheat bread is a great source of whole grains in the diet.
- Whole wheat bread also provides dietary fiber.
- 16 oz. loaf only.

NO deli bread

NO store bakery bread

NO bagels

### Best Choice

100% Whole Wheat Enriched

### Pepperidge Farm

Stone Ground 100% Whole Wheat

Swirl 100% Whole Wheat Cinnamon with Raisins

Very Thin Soft 100% Whole Wheat

### Roman Meal

100% Whole Wheat

### Sara Lee

Classic 100% Whole Wheat

### Wonder

Soft 100% Whole Wheat

## EGGS

- Eggs are a good source of protein and iron in the diet. Protein and iron are necessary for normal growth and development.
- Eggs are economical, easy to prepare, and versatile.
- **Any brand** of medium or large eggs is allowed.
- Packages of 1 dozen

NO low cholesterol eggs or organic eggs

NO egg substitutes or specialty eggs

NO brown eggs

## DRY BEANS/PEAS/LENTILS

- Beans, peas, and lentils are a source of protein and iron in the diet.
- 1 pound bags only.
- **Store brand** only.
- Approved types:

Black	Crowder	Kidney	Mung Beans	Red
Blackeye Peas	Garbanzo	Lentils	Navy	Soy
Cow	Great Northern	Lima	Pinto	Split

NO bulk beans

NO mixed beans, soup mixes, or beans with seasoning or flavors added

NO organic

## CANNED BEANS

- Beans, peas, and lentils are a source of protein and iron in the diet.
- 14 to 16 ounce size cans allowed.
- **Bush's brand** and **store brands** allowed in any single variety of mature beans or lentils with NO added sugars, fats, oils, and meats.
- Low sodium is okay.
- Approved types:

Black	Crowder	Kidney	Mung Beans	Red
Blackeye Peas	Garbanzo	Lentils	Navy	Soy
Cow	Great Northern	Lima	Pinto	Split

NO refried beans or chili beans

NO beans with added sugar, fat, oils, or meat(s)

NO baked beans

## PEANUT BUTTER

- Peanut butter is a source of protein in the diet.
- Creamy or chunky or crunchy style may be purchased.
- 18 ounce jar only.
- **Store brand** only.

NO peanut butter with added ingredients such as honey or jelly or chocolate or Omega-3

NO peanut butter spread

NO organic peanut butter, natural or all natural peanut butter

NO individual serving size containers or squeeze tubes

## CHEESE

- Cheese is a good source of protein and calcium in the diet.
- 1 pound package (16 oz.) or less.
- Reduced fat cheese in the allowed types is authorized.
- Domestic, from the dairy case (sliced or block only).
- **Store brand or private label** only.
- Approved types:

Colby	Muenster
Colby Jack Marble	Pasteurized Process American Cheese
Monterey Jack	Swiss
Mozzarella	Reduced Fat Cheese
Natural Cheddar	

- NO individually wrapped slices
- NO cheese food, cheese spread, or cheese product
- NO shredded or string cheese
- NO cottage cheese or cream cheese
- NO added ingredients such as jalapeño, caraway seeds, smoke flavor, etc.
- NO cheese dips or cheese balls
- NO cheese & cracker packs
- NO organic cheese
- NO imported cheese
- NO cheese products in squirt cans, squeeze bottles or jars

## MILK

- Milk is a major source of calcium in the diet. It also provides protein and riboflavin.
- Pasteurized and fortified. The type of milk will be specified on the check.
- Must be purchased in the size of container specified on the checks.
  - (Half gallons may be substituted in an incidence that gallons are out of stock).
- In the case of returnable bottles, the WIC participant must pay the deposit on the returnable bottles.
- **Store brand or private label**, except when store brand is not available then **brand name** milk is allowed.
- Approved types:

Skim (Fat Free)	2% (Reduced Fat)
1% (Low Fat)	Whole

- NO flavored milk (such as chocolate or strawberry)
- NO rice milk
- NO organic milk

## SPECIALIZED MILK/ALTERNATIVES

- Occasionally regular milk does not meet the food prescription of a WIC participant. In these cases a specialized milk or milk alternative will be printed on the check.
- Allowed in type, size, and quantity printed on check.

### Milk Alternative: Soy Milk

8<sup>th</sup> Continent Soy Original Flavor Only – ½ gallon container

### Specialized Milk Also Allowed – Any Brand

Lactose reduced milk	Non-fat Dry Milk
Lactose free milk	Evaporated
Acidophilus milk	Buttermilk

## JUICE

- WIC approved juices provide 120% of the Daily Value for Vitamin C in an 8 ounce serving.
- WIC approved juices must have no sugar added.
- Three forms of juice available: pourable concentrate, frozen juice concentrate, and 64 oz. bottles.
- Store brands and name brands allowed depending on flavor and form (see lists below).

NO individual sized containers  
NO sweetened juices or organic juices  
NO fruit drinks or cocktails  
NO 64 ounce juice from the refrigerated case  
NO 46 ounce bottles or infant juice

### Pourable Juice Concentrate - 11.5 oz. Only

#### Nestle Juicy Juice

Apple  
Berry  
Punch

#### Welch's

Apple  
Cherry Sensation  
Fruit Fantastic  
Grape  
Strawberry Raspberry  
Tropical Passion  
White Grape  
Wild Berry

*WIC approved flavors are identified with the yellow bands*

## **Frozen Juice Concentrate - 11.5 - 12 oz. Only**

### Always Save

Apple Juice

### Best Choice

Apple Juice

Grape Juice

### Dole

Orange Peach Mango Juice

Orange Strawberry Banana Juice

Pineapple Juice

Pineapple Orange Juice

Pine-Orange Banana Juice

Pine-Orange Strawberry Juice

### Great Value

Apple Juice

Grape Juice

### Hy-Vee

Apple Juice

### Kroger

Apple Juice

Apple Juice with Calcium

Grape 100% Juice

### Market Pantry

Apple Juice with Vitamin C

Pineapple Juice

Pineapple Orange Juice

### Old Orchard

Any Flavor with Green Pull Strip

### Our Family

Apple 100% Juice

### Seneca

100 % Apple Juice

### Shurfine

Apple 100% Juice

### Store Brand or Private Label

Grapefruit Juice

Orange Juice

***If Store Brand or Private Label grapefruit juice or orange juice not available, then brand name juice allowed.***

*(May buy calcium fortified juice)*

### Tree Top

100% Apple Juice

## **Bottled Juice - 64 ounce Only**

### Always Save

100% Apple Juice

### Best Choice

100% Apple Juice  
Apple Juice  
Berry Juice  
Cherry Juice  
100% Grape Juice  
Grape Blend Juice  
Punch Juice  
100% White Grape Juice  
Tomato Juice  
Vegetable Juice

### Campbell's

Tomato Juice  
Tomato Juice (Low Sodium)  
V8 100% Vegetable Juice  
V8 100% Vegetable Juice (Low Sodium)

### Hy-Vee

Cranberry Juice  
Cranberry Apple Juice  
100% Grape Juice  
Raspberry Cranberry Juice  
Tomato Juice  
Vegetable Juice

### IGA

Apple Juice  
Grape Juice

### Kroger

Apple Juice  
Blueberry Juice  
Cranberry Traditional Juice  
Cranberry Grape Juice  
Cranberry Peach Juice  
Cranberry Raspberry Juice  
Grape Juice  
Grapefruit Unsweetened Juice  
Pineapple Unsweetened Juice  
White Grape Juice  
White Grape Peach Juice

### Market Pantry

Apple Juice  
Grape Juice  
White Grape Juice  
Tomato Juice  
Vegetable Juice  
Vegetable Juice (Low Sodium)

### Nestle Juicy Juice

Apple Juice  
Apple Banana Juice  
Apple Raspberry Juice  
Berry Juice  
Cherry Juice  
Grape Juice  
Kiwi Strawberry Juice  
Orange Tangerine Juice  
Punch Juice  
Strawberry Banana Juice  
White Grape Juice

### Old Orchard

100% Apple Juice  
Apple Cranberry Juice  
Berry Blend Juice  
Blueberry Pomegranate Juice  
Cranberry Pomegranate Juice  
100% Grape Juice  
Kiwi Strawberry Juice  
Peach Mango Juice  
Red Raspberry Juice  
White Grape Juice  
Wild Cherry Juice

### Our Family

100% Apple Juice  
Berry Juice  
Cherry Juice  
Fruit Punch Juice  
Grape Juice  
Grape Blend Juice  
Grapefruit Juice  
Orange Tangerine Juice  
White Grape Juice  
Tomato Juice  
Vegetable Juice

### Shurfine

Berry Juice-A-Lot  
Cherry Juice-A-Lot  
Grape Juice  
Grape Juice-A-Lot  
Punch Juice-A-Lot  
Tomato Juice  
Vegetable Juice

### Tree Top

Apple Juice

## INFANT CEREAL

- Dry cereals in 8 oz. boxes without fruit allowed.
- **Any brand.**

NO organic infant cereal

NO added fruit, milk, yogurt, or formula

NO added DHA

NO jars, cans, single serving packets

## INFANT FOODS

### Fruits and/or vegetables

- 4 ounce containers only.
- Single ingredient fruits allowed.
- Single ingredient vegetables allowed.
- Combinations of single ingredients are allowed (i.e., apple & banana, or peas & carrots).
- **Brand name** foods allowed:
  - Beech-Nut
  - Gerber
  - Hy-Vee
  - Nature's Goodness

NO organic

NO toddler or graduates

NO dinners, desserts, or cobblers

NO added sugars, starches, tapioca, yogurt, cereal, or salt

NO added DHA and/or ARA

NO added rice, pasta, noodles, cheese, or meat

### Infant Meats

- Infant meats are provided for breastfed babies not receiving formula.
- 2.5 ounce containers only.
- Meat or poultry with added broth or gravy allowed.
- **Any brand.**

NO organic meats

NO graduates or dinners

NO added sugar or salt

NO added DHA and/or ARA

NO added rice, pasta, fruit, or vegetables

NO containers larger than 2.5 ounce

## INFANT FORMULAS

- The formula will be specified on the WIC check.
- Absolutely no formula substitutions.

NO low iron formula

NO organic formula

## CANNED LIGHT TUNA AND PINK SALMON

- Tuna and salmon are good sources of protein in the diet. Protein is necessary for normal growth and development.
- May be packed in water or oil.
- Chunk or flake light tuna may be purchased.
- Pink salmon may be purchased.
- **May allow any combination of sizes adding up to 30 ounces or less.**
- **Any brand** is allowed.

NO filets

NO individual snack pouches

NO red or sockeye salmon

NO albacore tuna

NO select, fancy, or white

NO flavored or seasoned with added ingredients

NO tuna packaged with other foods added such as relishes, crackers, etc.

NO vacuum packed tuna

## FRESH FRUITS AND VEGETABLES

- Fresh fruits and vegetables provide vitamins and minerals that support a healthy, low-fat diet.
- Nearly all whole, pre-cut, shredded, or packaged fresh fruits and vegetables are allowed.
- Yams & sweet potatoes are allowed.
- **Any brand** of salad and/or mixed greens in a bag is allowed.
- Organically grown fruits and vegetables are allowed.
- The following items are NOT allowed:
  - Potatoes other than yams or sweet potatoes
  - Salad bar items
  - Salad kits with added dressing
  - Added dips, creams, sauces
  - Added nuts, dried fruit, croutons
  - Herbs or spices (such as basil, cilantro, parsley, mint, dill)
  - Fruit & nut mixtures
  - Decorative fruits or vegetables
  - Fruit & vegetable baskets
  - Party trays
  - Canned, jarred, frozen, or dried fruit or vegetables

## **SIZE SUBSTITUTIONS**

Substitutions are only allowed for the following category of WIC food **in the event** that the store is out of the size identified on the WIC check:

1. **MILK** - Half gallons of milk may be substituted in an incidence that gallons are out of stock. (Additionally, brand name milk can be provided if store brand/private label milk is not available.)

Substitutions will **NOT** be permitted for any other WIC authorized food.

For additional questions regarding substitutions contact the Local WIC Agency.

## **ALLOWABLE EXCHANGES**

The vendor may not provide refunds or permit exchanges for authorized WIC foods obtained with WIC checks except for exchanges of an identical WIC food when the original WIC food is defective, spoiled, or has exceeded its “sell by”, or “best if used by”, or other date limiting the sale or use of the food item. An identical authorized WIC food means the exact brand and size as the original WIC food obtained and returned by the participant.

For additional questions regarding exchanges contact the Local WIC Agency.

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**The lists of brand names in this manual does not in any way constitute endorsement of any product by the Nebraska Department of Health and Human Services or the State of Nebraska.**

The lists represent the current Nebraska WIC approved foods.



# MINIMUM INVENTORY

Quarterly Food Price Reporting Lists ..... page 3.2

Minimum Inventories ..... page 3.5

## QUARTERLY FOOD PRICE REPORTING LISTS

The WIC Food Price Reporting List is an important link in the food delivery portion of the Nebraska WIC Program. It is:

1. Used for monitoring purposes to compare reported prices with shelf prices.
2. Used to note availability of WIC foods.

One of the responsibilities of the Nebraska WIC vendor is to submit price lists promptly and to provide accurate information on the price lists. Section 1.e of the Nebraska WIC Program Retail Vendor Agreement states...

*“Submit upon request an accurately completed WIC Food Price Reporting List by quarterly deadline and within two weeks of special request.”*

Failure to accurately and promptly submit price lists will result in sanction points being levied.

The schedule for completion of the WIC Food Price Reporting List is as follows:

<b>Price Lists Sent Out to Vendors</b>	<b>Price Lists Due Back from Vendors</b>
October 1	October 15
January 1	January 15
April 1	April 15
July 1	July 15

Instructions for completing the WIC Food Price Reporting List:

1. Fill in your store name and vendor number.
2. Report prices only for the sizes indicated. If you do not stock a listed item or do not stock an item in the size indicated, leave the space blank.
3. Complete using actual shelf prices.
4. **Sign and date** the Food Price Reporting List.

## Nebraska WIC Program Price List - Grocery Store

Store Name and WIC Retail Number:

Store Address:

Phone and Fax Number:

**Please give the actual price of those items you now have on the shelf. Give prices only for the sizes indicated.  
If you don't stock a listed item in the size indicated, leave the space blank.**

<b>Dairy</b>	
Milk (whole) – 1 gal Store Brand	\$
2% Milk – 1 gal Store Brand	\$
1% Milk – 1 gal Store Brand	\$
Skim Milk – ½ gal Store Brand	\$
Skim Milk – 1 gal Store Brand	\$
Milk (lactose-reduced/free) ½ gal	\$
Cheese, Pasteurized Processed American	\$
Cheese Sliced, Store Brand – 16 oz	\$
Cheese, Cheddar – Store Brand 16 oz	\$

<b>Juices</b>	
<b>Frozen Juice</b>	
Orange Juice – 12 oz Store Brand	\$
Seneca 100% Apple – 12 oz	\$
Dole Pineapple – 12 oz	\$
<b>Pourable Juice Concentrate</b>	
Nestle Juicy Juice Apple – 11.5 oz	\$
Welch's 100% Apple Juice – 11.5 oz	\$

<b>Cereal</b>	
Kellogg's Corn Flakes – 18 oz	\$
Malt-O-Meal Frosted Mini Spooners – 27 oz	\$
General Mills Oat Cheerios – 14 oz	\$
General Mills Oat Cheerios – 18 oz	\$
Quaker LIFE – 21 oz	\$
Post Honey Bunches of Oats Honey Roasted – 14.5 oz	\$
Post Grape Nuts – 24 oz	\$

<b>Infant Formula (all with iron)</b>	
Enfamil LIPIL – 13 oz conc	\$
Enfamil LIPIL – 12.9 oz pwd	\$
ProSobee LIPIL – 13 oz conc	\$
ProSobee LIPIL – 12.9 oz pwd	\$
Nutramigen LIPIL with Enflora LGG – 12.6 oz pwd	\$
Pregestimil – 16 oz pwd	\$
Similac Alimentum - 16 oz. pwd	\$
Pediasure- 8 oz RTU – 6 pack	\$
Similac NeoSure – 12.8 oz pwd	\$
Enfamil AR LIPIL – 12.9 oz pwd	\$
EnfaCare LIPIL – 12.8 oz pwd	\$
Enfamil Gentlease LIPIL – 12 oz. pwd	\$

<b>Infant Cereal</b>	
Non-fruit, 8 oz Box	\$

<b>Light Tuna (No Albacore)</b>	
5 or 6 oz can – Highest Priced-water packed	\$
5 or 6 oz can – Store Brand – water packed	\$

<b>Eggs – Any Brand</b>	
Eggs – 1 dozen medium or large (circle which)	\$

<b>Peanut Butter</b>	
Store Brand 18 oz	\$

<b>Mature Dry Beans/Peas</b>	
1 lb. Package – Store Brand – Pinto	\$
1 lb. Package – Store Brand – Black	\$

Complete Side 2, please

**Nebraska WIC Program Price List - Grocery Store, Page 2**  
**NEW FOODS AS OF OCTOBER 1, 2009**

Please give the actual price of those items you now have on the shelf. Give prices only for the sizes indicated.  
 If you don't stock a listed item in the size indicated, leave the space blank.

Infant Foods	
Gerber, Single Vegetable, 4 oz jar	\$
Gerber, Single Fruit, 4 oz jar	\$

Pink Salmon	
Any Brand, 5 or 6 oz can	\$
Any Brand, 14.75 oz can	\$

Bottled Juice	
Nestle Juicy Juice – Apple – 64 oz	\$
Old Orchard – 100% Apple – 64 oz	\$
Campbell's – Tomato – 64 oz	\$

Canned Beans	
Bush Brand – Black Beans – 14-16 oz can	\$
Store Brand – Black Beans – 14-16 oz can	\$

Brown Rice	
Any Brand, regular – 14-16 oz bag	\$
Any Brand, instant – 14-16 oz box	\$

Whole Wheat Bread	
Best Choice 100% Whole Wheat, Enriched 16 oz loaf	\$
Pepperidge Farm, Stone Ground 100% Whole Wheat 16 oz loaf	\$
Pepperidge Farm, Swirl 100% Whole Wheat Cinnamon with Raisins , 16 oz loaf	\$
Pepperidge Farm, Very Thin Soft 100% Whole Wheat, 16 oz loaf	\$
Roman Meal, 100% Whole Wheat, 16 oz loaf	\$
Sara Lee, Classic 100% Whole Wheat, 16 oz loaf	\$
Wonder, Soft 100% Whole Wheat, 16 oz loaf	\$

How many days do you need to get in a specialized formula? \_\_\_\_\_ days.

Circle days that your truck comes in with shipments: S M T W Th F S

I hereby certify that the information recorded is correct to the best of my knowledge.

**PLEASE COMPLETE & RETURN**

**THANK YOU!**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

# MINIMUM INVENTORIES

## REQUIRED INVENTORY FOR GROCERY STORES

Nebraska WIC Program – approved WIC food items minimum stock inventory of foods for grocery stores which must be available at all times regardless of the number of purchases made throughout the day.

**Note:** The variety and quantity in stock are defined as including both inventory on display and on-premises, but not inventory on order from suppliers.

Size of Store Determined by Number of Front-End Registers (Excluding Department Registers)

- Small = 1 to 5 Front-End Registers
- Medium = 6 to 10 Front-End Registers
- Large = 11 to 19 Front-End Registers
- Super = 20 or More Front-End Registers

FOOD ITEMS	UNITS/KINDS ALLOWED	REQUIRED INVENTORY OF SUPPLEMENTAL FOODS FOR GROCERY STORES	
		Small & Medium 1 to 10 Front-End Registers	Large & Super 11+ Front-End Registers
<u>Infant Formulas</u> Enfamil LIPIL with iron  Enfamil LIPIL with iron  ProSobee LIPIL & Other Formulas	12.9 oz. Powder  13 oz. Concentrate	6 cans total  Must be able to supply upon request  Must be able to supply upon request	24 cans total  Must be able to supply upon request  Must be able to supply upon request
<u>Infant Cereals</u> Box	8 oz. box Any brand Without fruit, infant formula, &/or milk – <ul style="list-style-type: none"> <li>• No organic</li> </ul>	3 boxes; 2 varieties	6 boxes; 2 varieties
<u>Infant Foods</u> Infant single ingredient variety fruits and vegetables & Combinations of single ingredient variety fruits or vegetables	4 oz. containers Brands: <ul style="list-style-type: none"> <li>• Beechnut</li> <li>• Gerber</li> <li>• Hy-Vee</li> <li>• Nature’s Goodness</li> </ul> Must be without added sugars, starches, or salt	32 jars total, of any of the authorized brands; 2 varieties of fruits and 2 varieties of vegetables	64 jars total, of any of the authorized brands; 4 varieties of fruits and 4 varieties of vegetables
Infant meats	2.5 oz. containers Any brand Must be without added sugars, starches, or salt	Must be able to supply upon request.	31 jars; 2 varieties

<b><u>Milk</u></b> Whole, 2%, 1%, Skim	Gallons, ½ Gallons Store brand If store brand not available, name brand is allowed.	<b>A total of 6 gallons fluid milk: 4 of which must be low fat &amp;/or skim</b>	<b>A total of 12 gallons fluid milk: 8 of which must be low fat &amp;/or skim</b>
<b><u>Fresh Fruits and Fresh Vegetables</u></b>	Any variety of fresh whole or cut fruits and vegetables. No party trays No salad bar items No potatoes	<b>At least 6 varieties of authorized fresh fruits. At least 6 varieties of authorized fresh vegetables.</b>	<b>At least 12 varieties of authorized fresh fruits. At least 12 varieties of authorized fresh vegetables.</b>
<b><u>Eggs</u></b>	Medium or large size Any Brand	<b>4 dozen</b>	
<b><u>Cheese</u></b>	Store brand Domestic only No Cheese Food or Spread, No Shredded Cheese	<b>A total of 4 lbs. of cheese; 2 varieties</b>  Varieties: Cheddar, Colby, Colby Jack Marble, Monterey Jack, Mozzarella, Muenster, Pasteurized Process American Cheese, Swiss	
<b><u>Soy Beverage/Milk</u></b>	8 <sup>th</sup> Continent Soymilk Original ½ Gallons	<b>Must be able to supply upon request.</b>	
<b><u>Dry Beans &amp; Peas</u></b>	Store Brand	<b>2 – one pound packages with 2 varieties available</b>  Varieties: Black, Blackeye Peas, Cow, Crowder, Garbanzo, Great Northern, Kidney, Lentils, Lima, Mung Beans, Navy, Pinto, Red, Soy, Split	
<b><u>Peanut Butter</u></b>	18 oz container Store Brand Creamy &/or Chunky	<b>2 containers</b>	
<b><u>Canned Fish Tuna and Pink Salmon</u></b>	5 or 6 oz. cans Light Tuna - Any Brand Water-packed &/or oil- packed No albacore tuna	<b>12 cans</b>	
	5 or 6 oz. &/or 14.75 oz. cans Pink Salmon – Any Brand Water-packed &/or oil- packed, pack may include bones & skin	<b>12 – 5 &amp;/or 6 oz. cans or 4 – 14.75 oz. cans</b>	
<b><u>Canned Beans</u></b> No baked beans	14 to 16 oz. cans Bush Brand Beans –&/or 14 to 16 oz. cans Store Brand Beans –  Mature beans or lentils with no added sugars, fats, oils, and meats.	<b>8 cans total – Must have at least 2 varieties</b>  Varieties: Black beans, blackeye peas, cow, crowder, garbanzo beans, great northern beans, kidney beans, lima beans, mung beans, navy beans, pinto beans, red, soybeans, split peas, and lentils.	
<b><u>Brown Rice</u></b>	14 to 16 oz. bag or box Any Brand – Regular or Instant	<b>4 – 14 to 16 oz. bags &amp;/or boxes</b>	

<p><b><u>100% Whole Wheat Bread</u></b></p>	<p><b><u>16 oz. loaf only</u></b></p> <p><u>Best Choice</u> - 100 % Whole Wheat Enriched</p> <p><u>Pepperidge Farm</u> - Stone Ground 100% Whole Wheat - Swirl 100% Whole Wheat Cinnamon with Raisins - Very Thin Soft 100% Whole Wheat</p> <p><u>Roman Meal</u> - 100% Whole Wheat</p> <p><u>Sara Lee</u> - Classic 100% Whole Wheat</p> <p><u>Wonder</u> - Soft 100% Whole Wheat</p>	<p><b>4 – 16 oz. loaves of any of the authorized brands</b></p>
<p><b><u>100% Juice</u></b></p>	<p>Bottled Juice – 64 oz.</p> <p>Frozen Juice Concentrate – 11.5 – 12 oz.</p> <p>Pourable Juice Concentrate – 11.5 oz.</p>	<p><b>4 total - Must have at least 2 varieties</b></p> <p><b>6 total – Must have at least 2 varieties of frozen &amp;/or pourable concentrate</b></p>
<p><b><u>Bottled Juice – 64 oz.</u></b></p>		
<p>Always Save</p>	<p>100% Apple Juice</p>	
<p>Best Choice</p>	<p>100% Apple Juice, Apple Juice, Berry, Cherry, 100% Grape Juice, Grape Blend, Punch, Tomato Juice, Vegetable Juice, 100% White Grape Juice</p>	
<p>Campbell's</p>	<p>Low Sodium Tomato Juice, Tomato Juice, V8 100% Vegetable Juice, V8 100% Vegetable Juice (Low Sodium)</p>	
<p>Hy-Vee</p>	<p>100% Grape Juice, Cranberry, Cranberry Apple, Raspberry Cranberry, Tomato Juice, Vegetable Juice</p>	
<p>IGA</p>	<p>Apple Juice, Grape Juice</p>	
<p>Kroger</p>	<p>Apple, Blueberry, Cranberry Traditional, Cranberry Grape, Cranberry Peach, Cranberry Raspberry, Grape, Unsweetened Pineapple, Unsweetened Grapefruit, White Grape, White Grape Peach</p>	
<p>Market Pantry</p>	<p>Apple Juice, Grape Juice, Tomato Juice, Vegetable Juice, Vegetable Low Sodium, White Grape Juice</p>	
<p>Nestle Juicy Juice</p>	<p>Apple, Apple Banana, Apple Raspberry, Berry, Cherry, Grape, Kiwi Strawberry, Orange Tangerine, Punch, Strawberry Banana, White Grape</p>	

	Old Orchard	100% Apple, Apple Cranberry, Berry Blend, Blueberry Pomegranate, Cranberry Pomegranate, 100% Grape, Kiwi Strawberry, Peach Mango, Red Raspberry, White Grape, Wild Cherry
	Our Family	100% Apple, Berry, Cherry, Fruit Punch, Grape, Grape Blend, Grapefruit, Orange Tangerine, White Grape, Tomato, Vegetable
	Shurfine	Berry Juice-A-Lot, Cherry Juice-A-Lot, Grape Juice-A-Lot, Punch Juice-A-Lot, Tomato Juice, Vegetable Juice
	Tree Top	Apple
	<b>Frozen Concentrate – 11.5 – 12 oz.</b>	
	Store Brand	Orange Juice, Grapefruit Juice
	Always Save	Apple Juice
	Best Choice	Apple Juice, Grape Juice
	Dole	Orange Peach Mango, Orange Strawberry Banana, Pineapple Juice, Pineapple Orange, Pine-Orange Banana, Pine-Orange Strawberry
	Great Value	Apple Juice, Grape Juice
	Hy-Vee	Apple
	Kroger	Apple, Apple with Calcium, Grape 100% Juice
	Market Pantry	Apple with Vitamin C, Pineapple, Pineapple Orange
	Old Orchard	Any flavor with green pull strip
	Our Family	Apple 100% Juice
	Seneca	100% Apple Juice
	Shurfine	Apple 100% Juice
	Tree Top	100% Apple Juice
	<b>Pourable Concentrate – 11.5 oz.</b>	
	Nestle Juicy Juice	Apple, Berry, Punch
	Welch's (Cans have yellow bands)	Apple, Cherry Sensation, Fruit Fantastic, Grape, Strawberry Raspberry, Tropical Passion, White Grape, and Wild Berry
<b>Cereal</b>	<b>Cold Cereal</b>	<b>Must carry 6 varieties of cold cereal, 4 of which must be *whole grain. There must be a minimum of 12 boxes on display, 12 ounces or larger. *Whole grain cereals are designated with an * (asterisk) below.</b>
	General Mills	*Cheerios - Oat
	Kellogg's	Corn Flakes, *Frosted Mini-Wheats – Bite Size, *Unfrosted Mini-Wheats Bite Size
	Malt-O-Meal	Crispy Rice, *Frosted Mini Spooners, Honey and Oat Blenders, Honey and Oat Blenders with Almonds, Strawberry Cream Mini Spooners
	Post	*Grape-Nuts, Honey Bunches of Oats Honey Roasted, Honey Bunches of Oats with Almonds, Honey Bunches of Oats with Cinnamon Bunches, *Honey Bunches of Oats with Vanilla Bunches
	Quaker	*Life, *Oatmeal Squares Cinnamon, *Oatmeal Squares with a Hint of Brown Sugar
	Always Save	*Toasted Oats

Best Choice	Corn Flakes, Crisp Rice, *Enriched Bran Flakes, *Frosted Shredded Wheat Bite Size, *Happy O's, Honey Oat Clusters, Honey Oat Clusters with Almonds, *Nutty Nuggets, *Wheat Flakes
Great Value	*Bran Flakes, Corn Flakes, Crisp Rice, *Crunchy Nuggets, *Frosted Shredded Wheat, *Toasted Whole Grain Oats
Hy-Vee	*Enriched Bran Flakes; Corn Flakes; Crispy Rice; *Bite Size Frosted Shredded Wheat; *Nutty Nuggets; Honey, Oats & Flakes with Almonds; Oats and More with Honey, *Tasteeos
IGA	*Bran Flakes, Corn Flakes, Crispy Rice, *Bite Size Frosted Shredded Wheat, Honey Oats & Flakes, *Nutty Nuggets, *Tasteeos
Kroger	Corn Flakes, Crispy Rice, *Frosted Wheat Bite Size, Honey Crisp Medley, Honey Crisp Medley with Almonds, *Nutty Nuggets, *Toasted Oats
Market Pantry	*Frosted Bite Size Shredded Wheat Original, Honey and Oat Mixers, *Toasted Oats
Our Family	Corn Flakes, Crispy Rice, *Frosted Bite Size Shredded Wheat, *High Fiber Bran Flakes, *Krunch Nutties, Oats and More with Almonds, Oats and More with Honey, *Toasted Oats
Shurfine	*Bran Flakes, Corn Flakes, Crispy Rice, *Frosted Bite Size Shredded Wheat, Honey Oats and Flakes with Almonds, *Nutty Nuggets, *Toasted Oats
<b>Hot Cereal</b>	<b>Must carry 1 variety of hot cereal, a minimum of 2 boxes must be on display</b>
Nabisco	Cream of Wheat 1 minute, Cream of Wheat 2 ½ minute, Cream of Wheat 10 minute
Little Crow	Coco Wheats
Malt-O-Meal	Chocolate Hot Cereal, Creamy Hot Wheat, Original Hot Cereal
Quaker	Instant Grits Butter Flavor, Instant Grits Original Flavor
Best Choice	Creamy Wheat Enriched Farina, *Instant Oatmeal – Regular Flavor
Great Value	Butter Flavor Instant Grits Enriched, Original Instant Grits, *Original Instant Oatmeal, Quick Farina Hot Cereal
Hy-Vee	Creamy Wheat Enriched Farina 2 ½ minute, *Instant Oatmeal - Regular Flavor
Market Pantry	*Instant Oatmeal - Regular Flavor
Shurfine	*Instant Oatmeal - Regular Flavor



# WIC CHECKS

Identification..... page 4.2

Parts of a WIC Check..... page 4.3

Check Cashing Procedures ..... page 4.4

Problem Checks ..... page 4.6

WIC Information Card ..... page 4.7

# IDENTIFICATION

## WIC checks – types and differences

**WIC check (also sometimes called a “food instrument”):** The method of payment used by participants for WIC foods. There are two types of WIC checks.

- Regular WIC Check: The specific WIC supplemental foods and the quantities of those foods are identified on the check and the
- Fruit and Vegetable WIC Check (also sometimes called a “cash value voucher”): A fixed dollar amount check which is used by the participant to obtain authorized fruits and vegetables.

Reference to a WIC check includes both the regular WIC check and the fruit and vegetable WIC check.

Differences and similarities between WIC fruit/vegetable check and regular WIC checks

- Differences
  - Dollar amount on fruit/vegetable check, not item
  - Specific approved items not defined on the fruit/vegetable check
- Similarities
  - Only used for WIC approved foods
  - Must be valid (within date range)
  - Requires signature
  - Customer cannot pay to make up difference between what is authorized on the check and what is presented at checkout.

## PARTS OF A WIC CHECK

PARTICIPANT ID <b>654321</b>	PARTICIPANT NAME <b>TAYLOR, JALANI</b>	AGENCY/CLINIC <b>000/00</b>	NO. <b>12345678</b>	FIRST DATE TO USE <b>OCT 5, 2009</b>
 <b>NEBRASKA WIC PROGRAM</b> <small>301 CENTENNIAL MALL SQ LINCOLN, NE 68509</small>	 <small>SECURITY STATE BANK HOWARD LAKE, MN 55349 75-12-485919 ACCT. # 804 607</small>	NE WIC USE ONLY		
		<b>12345678</b>	PURCHASE DATE / /	LAST DATE TO USE <b>NOV 4, 2009</b>
FOR PURCHASE OF AUTHORIZED WIC FOODS ONLY			TYPE <b>TOD</b>	PAY TO THE ORDER OF
<b>1 BOT 64 oz Juice</b> <b>36 OZ (OR LESS) Cereal</b> <b>1 LB Whole Wheat Brd OR 14-16 oz Brown Rice</b> <b>2 GAL Whole Milk</b> <b>1 DOZ Medium OR Large Eggs</b> ***** ***** ***** ***** *****			PURCHASE AMOUNT	
			CORRECTION ONLY	
			DOLLARS	CENTS
			\$	
			NOT PAYABLE WITHOUT VENDOR ID STAMP	
			AUTHORIZED SIGNATURE (MUST BE SIGNED AT RETAIL COUNTER)	
VENDOR MUST DEPOSIT WITHIN 60 DAYS FROM FIRST DATE TO USE				

1. Participant's Name
2. First Date to Use
3. Last Date to Use
4. Purchase Date Entry
5. Food Prescription
6. Purchase Amount Entry
7. Authorized Signature

Sample of a WIC Fruit and Vegetable Check

PARTICIPANT ID <b>654321</b>	PARTICIPANT NAME <b>TAYLOR, JALANI</b>	AGENCY/CLINIC <b>000/00</b>	NO. <b>12345678</b>	FIRST DATE TO USE <b>OCT 5, 2009</b>
 <b>NEBRASKA WIC PROGRAM</b> <small>301 CENTENNIAL MALL SQ LINCOLN, NE 68509</small>	 <small>SECURITY STATE BANK HOWARD LAKE, MN 55349 75-12-485919 ACCT. # 804 607</small>	NE WIC USE ONLY		
		<b>12345678</b>	PURCHASE DATE / /	LAST DATE TO USE <b>NOV 4, 2009</b>
FOR PURCHASE OF AUTHORIZED WIC FOODS ONLY			TYPE <b>F06</b>	PAY TO THE ORDER OF
<b>Fresh Fruits AND/OR Fresh Vegetables</b> <b>Maximum Amount \$6.00</b> ***** ***** ***** ***** ***** ***** *****			PURCHASE AMOUNT	
			CORRECTION ONLY	
			DOLLARS	CENTS
			\$	
			NOT PAYABLE WITHOUT VENDOR ID STAMP	
			AUTHORIZED SIGNATURE (MUST BE SIGNED AT RETAIL COUNTER)	
VENDOR MUST DEPOSIT WITHIN 60 DAYS FROM FIRST DATE TO USE				

Contact your vendor manager if you receive a WIC check that appears to be altered.

## CHECK CASHING PROCEDURES

### First Date To Use & Last Date To Use

All checks must be redeemed on or between the “First Date to Use” and the “Last Date to Use”. Checks presented before the “First Date to Use” are not valid. Checks presented after 12:00 midnight of the “Last Date to Use” are no longer valid.

### Separate Foods & Checks

Each WIC check must be handled individually. Ask the customer if WIC foods have been separated from other purchases. Each WIC check must be rung up separately. Be careful not to interchange amounts when two or more checks are redeemed at the same time.

### Food Verification

Check the selected foods. Compare brands & quantities with the items on the check. All foods must be selected from the current WIC approved food list, which can be found in the WIC Approved Foods List booklet.

### Infant Formula

Substitutions are NOT ALLOWED UNDER ANY CIRCUMSTANCES for infant formula that is prescribed on the WIC check.

### Purchase Amount Entry

Write the actual purchase price in the “Purchase Amount” box of the check. Once this amount has been entered, it should not be changed. In the event that there is an error made in the “Purchase Amount” entry, the cashier should draw one line across the incorrect amount and legibly write the correct total price in the space provided above the “Purchase Amount” box labeled “Correction Only”. The correct price must be written legibly in this area in order to be paid. This correction must be made at the point of purchase. These checks may be deposited in your bank for payment if all other edit criteria have been met.

### Authorized Signature

The WIC shopper must sign the check on the appropriate line (bottom right hand side).

The “Purchase Amount” box must be clearly completed before obtaining the WIC shopper’s authorized signature.

### Vendor Number Stamp

Each WIC check must be clearly stamped with your store’s authorized vendor number stamp on the front of the check in the “Pay to the Order of” section prior to depositing the check. Endorse each WIC check on the back with your store’s name and identifying number or address before depositing.

**Depositing Checks**

WIC checks should be presented for payment within 60 days from the "First Date to Use".

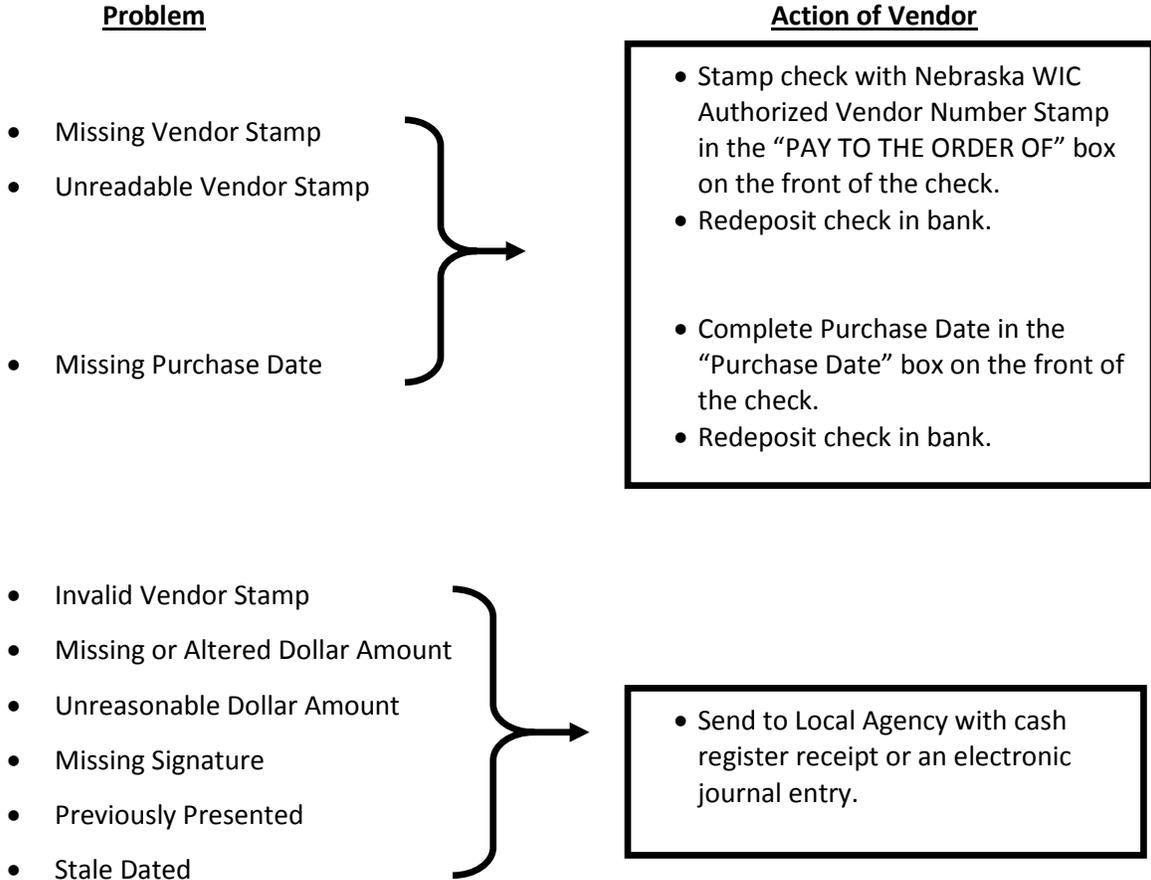
The Nebraska WIC Program may reject payment of WIC checks or request reimbursement for the following reasons:

- Missing or altered "Purchase Amount".
- Missing authorized WIC shopper's signature.
- Purchase Amount exceeds the Not-to-Exceed Amount.
- Missing, unreadable, or invalid vendor number stamp.
- Check submitted for payment more than 60 days from the "First Date to Use".
- Missing purchase date.

In addition to the problems outlined, there may be other situations that arise concerning checks. Contact your Local Agency WIC Vendor Manager to discuss.

# PROBLEM CHECKS

In the case of a problem check, these are the steps to follow.

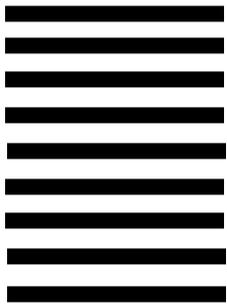


Please remember to include the cash register receipt or an electronic journal entry of the transaction when sending problem WIC checks to your Local Agency WIC Vendor Manager. This will help verify what happened at the point of purchase and assist in review for possible reimbursement. **The cash register receipt or an electronic journal entry is required for all problem WIC checks that are to be reviewed.**

As always, if you have any questions about WIC PROBLEM CHECKS or WIC in general, please call your Local Agency WIC Vendor Manager. We are here to help you!

PLEASE REPORT ANY SUSPICIOUS WIC TRANSACTION TO THE LOCAL AGENCY INDICATED ON YOUR RETAIL VENDOR AGREEMENT OR MAIL IN YOUR OBSERVATION ON THE WIC INFORMATION CARD PICTURED BELOW. SHOULD THERE BE ANY PROBLEMS WITH A WIC CHECK, CALL YOUR LOCAL AGENCY.

**WIC INFORMATION CARD**

<div style="border: 1px solid black; padding: 5px; text-align: center; margin-bottom: 10px;"> <p><b>BUSINESS REPLY CARD</b></p> <p>FIRST CLASS PERMIT NO. 1181 LINCOLN, NEBRASKA</p> </div> <p style="text-align: center;">POSTAGE WILL BE PAID BY ADDRESSEE</p> <p style="text-align: center;"> <b>Nebraska WIC Program</b>  <b>Nebraska Department of Health and Human Services</b>  <b>Lifespan Health Services Unit</b>  <b>Post Office Box 95026</b>  <b>Lincoln, Nebraska 68509</b> </p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p>NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES</p> </div> 
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**WIC Information Card** Printed with soy ink on recycled paper

**Instructions**

The following form can be used to report any problems related to the WIC Program. We welcome any input from participants or from the stores participating in the program whether it is as "minor" as an out-of-stock item or as "major" as fraud.

Any person submitting a report to our office is guaranteed that his/her right to privacy will be respected. Your name will not be used in follow up.

**Nature of problem:**

**Explain the circumstances:**

Date \_\_\_\_\_ Town \_\_\_\_\_ Retail Store Involved \_\_\_\_\_

Store number or address \_\_\_\_\_

If an individual is involved, please provide the following information:

Name	I.D. Number	Check number(s)
_____	_____	_____
_____	_____	_____

Date reported \_\_\_\_\_ by \_\_\_\_\_

For further information on this subject, contact \_\_\_\_\_  
telephone \_\_\_\_\_

Do you want us to let you know the outcome?     Yes     No

If so, please provide an address \_\_\_\_\_  
\_\_\_\_\_

781-039-5M



# WIC VENDOR SANCTIONS

Summary ..... page 5.2

Notification of Vendor Violations ..... page 5.8

Implementing the Sanction System..... page 5.8

Administrative Appeals Procedures.....page 5.11

## SUMMARY

The Nebraska WIC Program has implemented a sanction point system to objectively monitor all WIC authorized vendors.

The following are definitions of terms used to describe the Nebraska WIC Program Sanction System.

Vendor Violation – any intentional or unintentional action of a vendor’s current owners, managers, agents, or employees (with or without knowledge of management) that violates the vendor agreement or Federal or State statutes, regulations, policies, or procedures governing the Program.

Investigation – a method used by the State WIC office to determine if violations are occurring.

Sanction – an administrative action taken as a result of a violation.

Pattern – based on the type, severity, and number of the incidences of the violation.

Various points are assigned to violations of the retail vendor agreement. These points range in value from 1 to 60 or permanent disqualification depending upon the seriousness of the violation. The points are retained for three months up to 72 months, depending upon the severity of the violation. Different methods of monitoring are utilized to determine if a violation has occurred. The methods of determining these violations include: inventory audit, compliance buys, WIC check edits, monitoring, Supplemental Nutritional Assistance Program reports, and additional methods as determined by the State WIC office.

### **Establishing a Pattern of Violations**

Sanctioning points can be assessed for each single occurrence of that violation which is documented during any redemption analysis, monitoring visit(s), other formal visit(s) or follow-up of previous problems, inventory audits, or any other objective means. For those violations identified as requiring a pattern or during a compliance buy, sanction points are assessed upon at least three (3) independent documented repeated violations. The number of sanction points assigned to the violation determines the pattern of the number of occurrences of the violation before a disqualification can be assigned. When conducting inventory audits, a pattern can be established during a single review of the vendor’s redemption records and depends on the magnitude of the shortfalls and the period of time over which they occur. A pattern of violations does not need to be present when applying a permanent disqualification.

### **Outline of Violations**

Failure to comply with the terms of the Nebraska WIC Program Retail Vendor Agreement will result in sanction points being levied by the State WIC office. The following chart identifies the violations, the point value of the violation and the period of time the points are retained.

<u>Violations</u>	<u>Point Value</u>	<u>Points Retained For</u>
Failing to display the official Approved Nebraska WIC Vendor Poster in a prominent place.	1	3 months
Accepting WIC food checks with the appearance of alteration.	1	3 months
Failing to clearly mark the purchase price on the shelf or food item for a category of WIC foods.	1	3 months
Failing to provide fresh and wholesome products in a sanitary environment.	1	3 months
Submitting ten (10) or more WIC checks for redemption with the Nebraska WIC Authorized vendor number stamp missing or unreadable within any calendar month.	5	6 months
Failing to maintain a minimum inventory of authorized supplemental food items in the store for purchase by WIC shoppers. "Minimum Inventory" as used in the agreement shall mean the amounts and kinds of authorized supplemental food items specified in the WIC Program Vendor Handbook (Attachment 1). Authorized supplemental food items are subject to change upon written request.	5	6 months
Failing to submit an accurate Food Price Reporting List within two weeks from date of request.	5	6 months
Altering information on the WIC check.	5	6 months
Requiring WIC shopper to pay the difference or to return the prescribed items with a WIC check transaction.	5	6 months
Failing to obtain all Nebraska WIC authorized vendor number stamps (new or replacement) from the WIC agency.	5	6 months

Failing to report the loss of the Nebraska WIC Authorized vendor number stamp to the WIC Agency within two (2) working days.	5	6 months
Failing to return all authorized vendor number stamps to the WIC Agency within ten (10) days of the closure of the store, change in ownership, or termination of an agreement including any additional stamps the vendor may have purchased.	5	6 months
Failing to clearly endorse the back of a WIC check with the Vendor's bank deposit stamp or the Vendor's name and identifying number or address.	5	6 months
Failing to provide the cash register receipts, electronic journal entries, or acceptable records of the WIC check transactions for all problem checks for which the vendor is requesting review and possible reimbursement.	5	6 months
Failing to maintain competitive prices for WIC approved supplemental foods as compared to other WIC authorized stores of the same peer group. Competitive prices are defined in the selection criteria and the vendor agreement.	5	6 months
Failing to provide sales data information to the department upon request.	5	6 months
Failing to transact WIC checks inside the authorized store location only.	5	6 months
Failing to provide and document training to all employees who process WIC checks in WIC procedures and regulations.	5	6 months
Failing to only use the official Nebraska WIC Program Shelf Labels to identify WIC authorized supplemental foods.	5	6 months
Using the WIC Acronym or Logo for any purpose including promotion or incentives without the Department's approval.	5	6 months
Failing to maintain and post regular/minimum business hours. Minimum business hours are outlined in the vendor selection criteria.	5	6 months

Failing to attend (without just cause) on-going or required training.	10	6 months
Requiring the WIC shopper to sign the WIC check before the purchase price is completed.	10	6 months
Failing to record the purchase price on the WIC check at the time of purchase.	10	6 months
Requiring WIC shopper to purchase other items when redeeming WIC checks.	10	6 months
Seeking restitution from the WIC participant for reimbursements paid to the WIC Program or for WIC checks not paid by the WIC Agency.	10	6 months
Failing to offer WIC shoppers the same courtesies as offered to other customers and/or discriminating against a WIC shopper.	10	6 months
Collecting sales tax on WIC check transactions.	10	6 months
Failing to maintain inventory records used for Federal tax reporting purposes, in addition to maintaining records in accordance with generally accepted accounting procedures and assure that records reflecting justification and receipt of WIC funds are available for inspection or audit by Federal, State, or other authorized personnel and assist these persons in their investigation.	10	6 months
Failing to provide complete and acceptable purchase invoices from the wholesaler and/or other points of purchase and/or inventory records and/or receipts for documentation of inventory and payment of WIC authorized supplemental food items to the Department upon request.	15	12 months
Failing to pay the WIC Program within 30 days of receipt of the certified written notification for amounts paid by the WIC Agency on WIC checks processed by the vendor which were not payable.	15	12 months

Failing to allow monitoring and inspection of the store premises and procedures to ensure compliance with the agreement and state and federal WIC Program rules, regulations, and policies. (Monitoring and inspection includes, but is not limited to, allowance of access to WIC checks negotiated the day of monitoring, access to shelf price records, and any other vendor records pertinent to the purchase of WIC supplemental food items.	15	12 months
Failing to only purchase infant formula from the list of approved sources as maintained by the State WIC Office.	15	12 months
Redeeming WIC checks while the vendor is disqualified.	15	12 months
Failing to comply with the vendor selection criteria throughout the agreement period, including any changes to the criteria.	20	12 months
A pattern of providing unauthorized food items in exchange for WIC checks, including charging for supplemental food provided in excess of those listed on the WIC check.**	20	12 months
A pattern of providing credit or non-food items other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances in exchange for WIC checks.**	30	36 months
A pattern of charging for supplemental food not received by the WIC shopper.**	30	36 months
A pattern of receiving, transacting, and/or redeeming WIC checks outside of the authorized channels, including the use of an unauthorized vendor and/or an unauthorized person.**	30	36 months
A pattern of charging WIC customers more for supplemental food than non-WIC customers or charging WIC customers more than the current shelf or contract price.**	30	36 months

A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time.**	30	36 months
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One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC checks.**	30	36 months
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One WIC administrative finding of buying or selling WIC checks for cash (trafficking) or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC checks.**	60	72 months
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Supplemental Nutrition Assistance Program (Food Stamp Program) Disqualification		Disqualification from the WIC Program for the same time period as the Supplemental Nutritional Assistance Program disqualification
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One conviction by a criminal court of trafficking of WIC checks or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC checks. A vendor shall not be entitled to receive any compensation for revenues lost as a result of such violation.		Permanent Disqualification from the WIC Program
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Permanent Disqualification from the Supplemental Nutrition Assistance Program (Food Stamp Program)		Permanent Disqualification from the WIC Program
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\*\* If the vendor is assigned any of the sanctions identified with two stars (\*\*) a second time, excluding convictions for trafficking and Supplemental Nutrition Assistance Program (Food Stamp Program) disqualifications, this will result in double the disqualification period or double the civil money penalty (up to the maximum limits). If a third or subsequent violation occurs of the starred sanctions, this will result in double the disqualification period with no option of a civil money penalty.

**NOTE:** The State WIC Office may not authorize a vendor applicant if it determines the store has been sold in an attempt to circumvent a sanction.

## NOTIFICATION OF VENDOR VIOLATIONS

The State WIC Office will notify the vendor of the initial violation, for violations requiring a pattern of occurrences in order to impose a sanction, prior to documenting another violation, unless the State WIC Office determines that notifying the vendor would comprise an investigation. Such determinations will be made on a case by case basis.

Notification is not required for violations involving inventory audits, since a pattern can be established during a single review of the vendor's redemption records.

Notification is not required for WIC vendor disqualifications or civil money penalties based on Supplemental Nutrition Assistance Program (Food Stamp Program) sanctions.

Notification is not required for violations that only require one incidence before a sanction is imposed.

## IMPLEMENTING THE SANCTION SYSTEM

1. A combined total of:

1 - 5 points = Notification Letter of Sanction Points being levied sent by State WIC staff

6 - 15 points = Warning Letter sent by State WIC staff

16 - 19 points = 6 months disqualification

20 – 29 points = 12 months disqualification

30 –59 points = 36 months disqualification

60 or more points = 72 months disqualification

Disqualification from the Supplemental Nutrition Assistance Program (Food Stamp Program)	=	Disqualification from the WIC Program as the same time period as the disqualification from the Supplemental Nutrition Assistance Program (Food Stamp Program)
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When more than one violation is detected during a single investigation that results in a total of twenty (20) or more points, the disqualification period will be based upon the most serious violation.

2. Civil Money Penalties in Lieu of Disqualification

Cases of **permanent disqualification** as a result of conviction of trafficking in WIC checks or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC checks.

The State WIC office may permit a vendor that would be permanently disqualified for this violation in accordance with the Nebraska WIC Program Sanction System, to continue to participate in the program if the Nebraska WIC Program determines, in its sole discretion, that:

- a. such action would result in inadequate participant access.

Cases of **disqualification** as a result of other violations as outlined in the Nebraska WIC Retail Vendor Agreement in the Nebraska WIC Program Sanction System.

The State WIC Agency may permit a vendor that would be disqualified in accordance with the Nebraska WIC Program Sanction System, to continue to participate in the program if the Nebraska WIC Program determines, in its sole discretion, that –

- a. such action would result in inadequate participant access.

If the Nebraska WIC Program permits a vendor to continue to participate in the program in lieu of disqualification, the State WIC Agency shall assess the vendor a civil money penalty in an amount determined by the State WIC Agency and in accordance with the following criteria.

1. The amount of the civil money penalty shall not exceed \$11,000 for each violation.
2. The amount of civil penalties imposed for violations investigated as part of a single investigation may not exceed \$44,000.
3. If more than one violation is detected during a single investigation, a civil money penalty must be imposed for each violation (up to the \$11,000/\$44,000 limits).
4. If a vendor does not pay, only partially pays, or fails to timely pay (includes failure to pay according to an approved installment plan) a civil money penalty within thirty (30) days of receipt of a notification letter, the State WIC Agency will disqualify the vendor for the length of the disqualification corresponding to the violation for which the civil money penalty was assessed.

The formula for calculation of civil money penalties is as follows.

1. Determine the vendor's average monthly redemption for the 12 month period ending with the month immediately preceding the month during which the notice of administrative action is dated.
2. Multiply average redemption by 10%.

3. Multiply result by the number of months for which the vendor would have been disqualified. This is the amount of the civil money penalty. Refer to guidelines above for the maximum amount of the civil money penalty.

For a violation that warrants **permanent disqualification**, the amount of the civil money penalty shall be \$11,000.

3. The State WIC Agency shall provide the Lincoln, Nebraska Food and Nutrition Service Field Office with a copy of the written notification and information on vendors it has disqualified from WIC or imposed a civil money penalty in lieu of disqualification from WIC for violations that it believes are covered under 7 CFR 246.12(l) of the WIC Program regulations. Supplemental Nutrition Assistance Program (Food Stamp Program) authorization may be withdrawn from any vendor which is disqualified from the WIC Program or is assessed a civil money penalty in lieu of disqualification from the WIC Program based in whole or in part on the following categories of violations outlined in 7 CFR 246.12(l) of the WIC Program regulations:

- A violation of program regulations which has been shown to constitute a misdemeanor or felony violation of the law.
- One conviction by a criminal court of trafficking of WIC checks or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC checks.
- One WIC administrative finding of buying or selling WIC checks for cash (trafficking) or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC checks.
- One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for WIC checks.
- A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item, which exceeds the store's, documented inventory of that supplemental food item for a specific period of time.
- A pattern of charging WIC customers more for supplemental food than non-WIC customers or charging WIC customers more than the current shelf or contract price.
- A pattern of receiving, transacting, and/or redeeming WIC checks outside of authorized channels, including the use of an unauthorized vendor and/or unauthorized person.
- A pattern of charging for supplemental food not received by the WIC shopper.
- A pattern of providing credit or non-food items other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances in exchange for WIC checks.
- A pattern of providing unauthorized food items in exchange for WIC checks, including charging for supplemental food provided in excess of those listed on the WIC check.

## **A SUMMARY OF THE ADMINISTRATIVE APPEAL PROCEDURES**

The following adverse actions which affect a vendor's participation in the WIC Program are subject to an administrative review.

- Denial of authorization
  - Termination of agreement
  - Disqualification
  - Imposition of a fine or a civil money penalty in lieu of disqualification
- 

The following adverse actions are not subject to administrative review.

- Validity or appropriateness of selection criteria
  - Validity or appropriateness of vendor peer group criteria and criteria used to identify vendors that are above-50-percent vendors or comparable to above -50-percent vendors
  - Validity of participant access criteria and determinations
  - The State Agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list of approved sources for infant formula
  - The State Agency'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
  - The State Agency'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
  - Expiration of the vendor's agreement
  - Disputes regarding WIC check payments and vendor claims
  - Disqualification of a vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (Food Stamp Program)
- 

If adverse action is taken against a vendor, notice must be sent to the vendor in writing, by the Department of Health and Human Services. The letter must explain the following:

- The reason or reasons for the adverse action,
  - The effective date of the action,
    - Permanent disqualification is effective on the date of receipt of the notice
    - All other adverse actions are effective 30 days from the date of the notice
  - The time period during which an appeal may be brought, and
  - The statement that disqualification from the WIC Program may result in disqualification as a vendor in the Supplemental Nutrition Assistance Program (Food Stamp Program) and that such disqualification may not be subject to administrative or judicial review under the Supplemental Nutrition Assistance Program (Food Stamp Program).
-

The vendor has 15 days to appeal the decision by a written request to the Department of Health and Human Services for a hearing. The hearing time and place must be determined by the Department of Health and Human Services within 30 days after receiving the request for a hearing. The hearing shall be held no later than 60 days after the request for hearing. The hearing will be conducted by an impartial fair hearing officer. If the vendor appeals the decision, the vendor shall be permitted to continue as an authorized vendor while the appeal is in process. During the appeal process the vendor must comply with the terms of the vendor agreement as long as the vendor is an authorized WIC vendor.

During the hearing, the vendor and the WIC Program will each have the opportunity to:

- Present their cases,
- Confront and cross-examine witnesses, and
- Be represented by legal counsel.

The vendor is also given one opportunity to reschedule a hearing, if needed, and the ability to examine evidence prior to the hearing.

Based upon the evidence presented at the hearing, the decision for the adverse action stands, is changed, or is overturned.

If a party is unhappy with the hearing decision, it can be appealed to a judicial review.

A COPY OF THE COMPLETE ADMINISTRATIVE APPEAL PROCEDURES IS AVAILABLE FROM THE STATE WIC OFFICE.



# WIC VENDOR AGREEMENT

Summary ..... page 6.2

Vendor Responsibilities ..... page 6.2

Major Points ..... page 6.3

## SUMMARY

The Nebraska WIC Program Retail Vendor Agreement outlines your major responsibilities as a Nebraska WIC retailer:

- Contract is for a three year period
- Renewal process will require a new application
- Ownership Change or Store Closing – Notify WIC
- Contract terminates immediately with a change in ownership or store closing. Please let your WIC Vendor Manager know at least 30 days in advance of an ownership change or a store closing.
- Name or Address Change – Notify WIC at least 30 days in advance. Contract does not terminate with a change in store name but we must complete an addendum.
- Staff Changes for Manager or WIC Contact Person – Notify WIC
- Contract May be Terminated with 30 Days Written Notice

**If the WIC store contact changes at any time, please notify the Local WIC Agency so our files may be updated.**

## VENDOR RESPONSIBILITIES

The WIC vendor, by completing a Nebraska WIC Program Retail Vendor Agreement, accepts the responsibility for managing WIC activities as related to his/her store. These responsibilities are identified in detail in Section 1 of the Retail Vendor Agreement. A brief outline of the major responsibilities follows:

WIC Food Price Reporting List	The vendor agrees to complete and return the quarterly <u>“Food Price Reporting List”</u> within two weeks from date of request. The price list should be signed and dated. Stores failing to return the price lists within two weeks from the date of request will have sanction points levied.
Check Cashing	The vendor agrees to follow all WIC check cashing procedures.
Problem Checks	The vendor has the responsibility to notify the Local Agency WIC Vendor Manager of any problem or returned checks except those with missing vendor stamp, unreadable vendor stamp, or missing purchase date.
Cash Register Receipt or Electronic Journal Entry	The vendor agrees to provide the cash register receipts, electronic journal entries, or acceptable records of the WIC check transactions for all problem checks for which the vendor is requesting review and possible reimbursement.
WIC Check Transaction	The vendor agrees to transact WIC checks inside the store location only. WIC foods may be delivered <u>after</u> the transaction has been completed in the store. Delivery of the foods/formulas is not part of the WIC transaction.

Program Abuse	The vendor has the responsibility to notify the Local Agency WIC Vendor Manager of any potential program abuse (i.e. participant trying to return WIC foods for cash or participant trying to alter WIC checks). If a participant does try to return WIC foods for cash or to present an altered check, or there is a WIC transaction which appears suspicious, report it to the Local Agency.
Non-discrimination	The vendor has the responsibility of offering the same courtesies to WIC shoppers as other customers and not discriminate on the basis of age, race, national origin, color, sex, or disability.
Minimum Inventory	The vendor shall at all times maintain foods to meet minimum stock inventory requirements. The minimum stock inventory identifies the food items and quantities required. The minimum inventory is also outlined in the Minimum Inventory section of this handbook.
Use of Coupons	Participants may use coupons to purchase WIC approved foods if the discount is taken off the price of the food. The cashier must not give money back to the WIC shopper for the coupons.
Procedure Changes	The vendor agrees to keep his staff up-to-date with WIC procedure changes.
Vendor Training	The vendor agrees to attend any training sessions, or send a store designee, as required by the State WIC Office or the Local WIC Agency. The vendor shall ensure that all employees who process WIC checks are trained in WIC check cashing procedures. Vendors shall document training to all employees who process WIC checks. Vendors are accountable for the actions of their employees in handling WIC checks and provision of WIC authorized food items.

## **MAJOR POINTS**

Below are listed some of the major points of the contract you signed with the WIC Local Agency:

**VENDOR AGREES TO:**

- Accept ongoing training as needed from the Local Agency and/or Nebraska WIC Program.
- Ensure that all employees who process WIC checks are trained in WIC check cashing procedures and document such training. Vendors are accountable for the actions of their employees in utilization of WIC checks and provision of WIC authorized food items.
- Maintain minimum inventory as listed.
- Use the Nebraska WIC Program Shelf Labels to identify WIC authorized supplemental foods.

- Ensure that the WIC acronym or Nebraska WIC logo is not used for any purpose, including promotion or incentives without the Nebraska WIC Program's approval.
- Maintain and post regular/minimum business hours. Minimum business hours are outlined in the vendor selection criteria.
- Submit quarterly WIC Food Price Reporting Lists by the fifteenth day of October, January, April and July.
- Maintain competitive prices for WIC approved foods as compared to other stores of the same peer group throughout the contract period. Competitive prices are defined as follows.
  - Prices charged to WIC customers for WIC supplemental foods must be equal or less than those charged to all other customers.
  - WIC retailers must be competitively priced and remain within 10% of the average price for the WIC supplemental foods for all stores within their peer group.
  - Vendors also are only allowed to mark up the specially ordered infant formulas no more than 10% over the vendor's wholesale price. In the event that the formula has special shipping costs an additional five percent of the case price may be added to the case price of the special infant formula. The shipping price is then distributed evenly among the number of units ordered.
- Display the official "Approved Nebraska WIC Vendor Poster" in a prominent place.
- Offer WIC shoppers the same courtesies as offered to other customers and not discriminate against WIC shoppers.
- Do not collect sales tax on WIC check transactions.
- Maintain inventory records used for federal tax reporting purposes, in addition to maintaining records in accordance with generally accepted accounting procedures. Assure that records reflecting justification and receipt of WIC funds are available for inspection or audit by federal, state, or other authorized personnel and assist these people in their investigation.
- Provide complete and acceptable purchase invoices from the wholesaler and/or other points of purchase and/or inventory records and/or receipts for documentation of inventory and payment of WIC authorized supplemental food items to the Nebraska WIC Program upon request.
- Not accept WIC checks before their "First Date to Use" (these are not valid).
- Not accept WIC checks after their "Last Date to Use" (these are not valid).
- Refuse to accept WIC checks with the appearance of alteration.

- Be responsible for obtaining the WIC shopper's signature.
- Not seek restitution from participants for reimbursements paid to the WIC Program or for checks not approved for payment by WIC.
- Charge only for those prescribed items which are purchased and not charge for prescribed items which are out of stock, and not issue rainchecks.
- Clearly stamp the WIC check with the Nebraska WIC authorized vendor number stamp in the "Pay to the Order of" section of the WIC check prior to depositing the check.
- Obtain all Nebraska WIC authorized vendor number stamps (new or replacement) from the WIC agency.
- Process WIC checks in accordance with the terms of the agreement.
- Notify the Local Agency WIC Vendor Manager immediately if store closes, if there is a change in ownership, or change in store name or address, or other concern arises.
- Comply with the vendor selection criteria throughout the agreement period, including any changes to the criteria. Using the current vendor selection criteria, the Nebraska WIC Program may reassess the vendor at any time during the agreement period. If the vendor fails to meet the current vendor selection criteria, the agreement would be terminated.

THIS IS A PARTIAL LIST ONLY. YOU ARE RESPONSIBLE FOR FAMILIARIZING YOURSELF WITH THE COMPLETE DOCUMENT. ALWAYS CONTACT THE LOCAL AGENCY SHOULD ANY QUESTIONS ARISE.