

# NEBRASKA WIC VENDOR HANDBOOK

Special Purchase Store Version



October 1, 2015  
through September 30, 2017

# WIC VENDOR HANDBOOK

## Produced by

Nebraska WIC Nutrition Program  
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Available in Alternate Forms

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

### **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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# WIC BASICS

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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 37,000 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.

- **Food prescription:** Specially selected special &/or medical formula identified on the WIC check for each participant.

**Approved WIC Special &/or Medical formulas:** The only special &/or medical formula that can be purchased with WIC checks at a special purchase store (pharmacy).

**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, every 2 months, or up to every three months 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;
- Copy/sample cash register receipt; and
- A completed WIC Application Food Price Reporting List.

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

1. **The vendor applicant must be a special purchase store.**
  - A. **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 other types of WIC food items nor Primary Contract Infant Formulas. The Primary Contract Infant Formulas are the infant formulas which the Nebraska WIC Program has contracted with the manufacturer to provide to WIC participants. These Primary Contract Infant Formulas are listed on page 3 of this application packet.
    - i. No more than 20% of the retailer's gross annual total retail sales may be from alcoholic beverages.
    - ii. 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:
      - ◆ Special formulas and /or medical formulas
    - iii. 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.
  - B. 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 supplemental food items or Primary Contract Infant Formulas.
  - C. Stores that only stock and sell WIC approved foods, also known as "WIC Only Stores", are not eligible for authorization as an approved Nebraska WIC vendor.
  - D. Vendor applicants may be required to submit supporting documentation to verify sales information.
2. The vendor **must only purchase infant formula from the approved sources** as maintained by the Nebraska WIC Program. These approved sources include:
  - A. 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
  - B. Infant formula manufacturers registered with the Food and Drug Administration (FDA) that provide infant formula.
3. The store ***cannot*** be:
  - A. 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.
  - B. Currently disqualified from the Medicaid Program or the WIC Program.

- C. Have had a WIC application denied within the six months period preceding the date of application.
  - D. Been sold by its previous owner to the current WIC applicant in an attempt to circumvent a WIC sanction.
  - E. In violation of the use of the WIC Acronym and/or WIC Logo, which are service marks owned by the Department of Agriculture (USDA). The vendor cannot use these service marks in any manner on goods, containers, packaging, tags, labels, in advertising, or in other promotional materials.
4. **The store makes reasonable accommodations for shoppers who have disabilities.**
5. 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.
6. **For any store currently participating on 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.
7. **The store must maintain regular business hours of at least eight hours per day, six days per week**. Daily operating hours shall be consistent from week to week, and shall be posted.
8. If the special purchase store is a pharmacy, a **current inspection by the Nebraska Department of Health and Human Services** that is satisfactory with a statement of full compliance is required. For all other special purchase stores, a **current State of Nebraska Food Establishment Permit** issued through the Nebraska Department of Agriculture is satisfactory.
9. **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.

10. **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.
11. **Minimum stock inventory is available** for all groups of WIC supplemental foods required for the type of store. The minimum stock inventory identifies the formula items and quantities required. The minimum inventory is outlined in the last section of this application packet. Expired formulas do not count as inventory.
12. **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. This record must identify the store, date of purchase, product description, unit price for each item, and total. The vendor can produce this record for at least 60 days from the date of transaction.
13. The **purchase price is plainly marked** on the product or shelf for each WIC approved supplemental food item.
14. **Prices are not substantially different without reasonable explanation than those listed on the application as observed during the on-site visit.**
15. **Correct and true information was submitted on the application.**
16. **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.
  - A. Prices charged to WIC customers for WIC supplemental foods must be equal or less than those charged to all other customers.
  - B. 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.
17. **For any store currently participating on the WIC Program, there has been adequate WIC redemption activity.** Adequate redemption is **at least 25 or more WIC checks redeemed** during the past 12 months of the current contract.
18. **Must maintain an active e-mail account** that is capable of receiving WIC program information.

*Failure to meet any of the above criteria provides cause to deny the application.*

*The WIC vendor must 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 will be terminated.*

## VENDOR TRAINING

Vendor training is required on an annual basis. Formal interactive WIC Vendor Agreement Training is required for each 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 2015

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

Family Health Services  
Miguel Orozco  
Tecumseh Area Office  
(402) 335-2988

Central Nebraska Community Services  
Jessica Bratka  
Loup City Area Office  
(308) 745-0780

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

Central District Health Department  
Erin Straw  
Grand Island Area Office  
(308) 385-5188

Northeast Nebraska Community  
Action Partnership  
Pat Bohnenkamp  
Norfolk Area Office  
(402) 385-6300

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  
VaLarry Buskirk  
Gering Area Office  
(308) 632-2540

Western Community Health Resources  
Elisa Wickman  
Chadron Area Office  
(308) 762-3696

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

State WIC Office  
Lisa Steinbach  
(402) 471-2781

East Central District Health Department  
Micaela Campuzano  
Columbus Area Office  
(402) 564-9931



# WIC FOODS

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WIC Special and/or Medical Formulas ..... page 2.2

Size Substitutions..... page 2.3

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## INTRODUCTION

WIC participants may only purchase items specifically listed on their WIC checks. Special purchase stores (pharmacies) are authorized to accept WIC checks for special and/or medical formulas. Special purchase stores (pharmacies) are not authorized to accept WIC checks for primary contract formulas nor other types of WIC supplemental food items, i.e., milk, cheese, cereal, etc.

### WIC Special and/or Medical Formulas

- A special purchase store (pharmacy) shall only redeem WIC checks for special formulas and/or medical formulas eligible for use in the Nebraska WIC Program.
- Examples of *some* of the special and/or medical formulas eligible for use in the Nebraska WIC Program:

Program:

- Nutramigen with Enflora LGG
- Alimentum
- Neosure
- Enfacare
- Neocate
- Pregestimil
- Pediasure
- Nutramigen AA
- Peptamen Junior
- Boost Kids Essentials

#### NO Primary Contact Infant Formulas

- Enfamil PREMIUM Infant 13 oz. concentrate
- Enfamil PREMIUM Infant 12.5 oz. powder
- Enfamil PREMIUM Infant 32 oz. ready to feed
- Enfamil Gentlease 12 oz. powder
- ProSobee 13 oz. concentrate
- ProSobee 12.9 oz. powder
- ProSobee 32 oz. ready to feed
- Enfamil AR 12.9 oz. powder
- Enfamil AR 32 oz. ready to feed
- Enfagrow PREMIUM Toddler 24 oz. powder
- Enfagrow Soy 24 oz. powder
- Enfagrow Gentlease 24 oz. powder

## SIZE SUBSTITUTIONS

Substitutions will **NOT** be permitted for any WIC authorized special and/or medical formula.

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

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## 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 – Special Purchase Store

Store Name and WIC Retail Number:

Store Address:

Phone and Fax Number:

E-Mail Address:

**Please give your retail price for these special formulas and medical formulas. Do not include sale prices. Give prices for only the sizes indicated. If you do not stock a listed item or do not stock an item in the size indicated OR cannot order it, leave it blank,**

Formulas	
Pregestimil – 16 oz. powder can	\$
Similac Expert Care Alimentum – 16 oz. powder can	\$
EnfaCare – 12.8 oz. powder can	\$
Elecare Infant with DHA & ARA – 14.1 oz. powder can	\$
Neocate with DHA & ARA – 14 oz. powder can	\$
Similac Expert Care NeoSure – 13.1 oz. powder can	\$
Nutramigen with Enflora LGG – 12.6 oz. powder can	\$
Nutramigen AA – 14.1 oz. powder can	\$

Formulas	
Neocate Junior – 14 oz. powder	\$
Nutren Junior – 8.45 oz RTF	\$
Pediasure – 8 oz. RTU – 6 pack	\$
Pediasure with fiber – 8 oz. RTU 6 pack	\$
Peptamen Jr. – 8.45 oz RTU	\$
Similac PM 60/40 – 16 oz. powder	\$
Vivonex Pediatric – 1.7 oz. powder packet	\$
Boost Kids Essentials 1.5 – 8 oz. RTU box	\$

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 SPECIAL PURCHASE STORES

Nebraska WIC Program – approved WIC items minimum stock inventory of foods for special purchase 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.

FOOD ITEMS	REQUIRED INVENTORY OF SUPPLEMENTAL FOODS FOR SPECIAL PURCHASE STORES
<u>Special and/or Medical Infant Formulas</u>	<p><b>Must stock three (3) or more types.</b></p> <p><b>Must be able to supply within 48 hours or within 72 hours if a weekend or holiday is involved.</b></p>

Available in Alternate Forms  
 Phone (402) 471-2781  
 TDD (402) 471-9570

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- (1) mail: U.S. Department of Agriculture  
 Office of the Assistant Secretary for Civil Rights  
 1400 Independence Avenue, SW  
 Washington, D.C. 20250-9410;

(2) fax: (202) 690-7442; or

(3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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# WIC CHECKS

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## IDENTIFICATION

### WIC checks

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

Regular WIC Check: The specific WIC special and/or medical formula and the quantities of the formula is identified on the check.

## PARTS OF A WIC CHECK

**NEBRASKA WIC PROGRAM**  
301 Centennial Mall South • Lincoln, Nebraska 68509-5026  
*Buying, selling or otherwise misusing WIC benefits is a crime. To report suspected abuse, call 800-424-9212 or visit [www.usda.gov/oig/hotline.htm](http://www.usda.gov/oig/hotline.htm)*

Acct #: 99999 **50000009**  
First Date to Use: 03/01/2015  
Last Date to Use: 03/31/2015

75-1248  
919

**1** Clinic ID: 00-000    Name: Taylor, Jumani    FID: 1000

**4** 5 CANS (14.1 OZ) NEOCATE INFANT POWDER

**2** Vendor ID Stamp

**3** Purchase Amount

**5** \$

**6** Corrected Amount

**SAMPLE**  
No. Without Authorized Nebraska Vendor ID Stamp

Authorized Signature - Must be signed at retail counter

Vendor Must Deposit Within 60 Days From First Date To Use    Payable Through Solimar, Citizens Alliance Bank, Howard Lake, MN 55249

### Sample of a Special Formula WIC Check

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

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.

### **Cash Register Receipt**

Give WIC Shopper transaction receipt. The WIC shopper will now receive the register receipt as a proof of purchase. Remember per state policy the store is required to keep a receipts for 60 days for all WIC transaction.

**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".

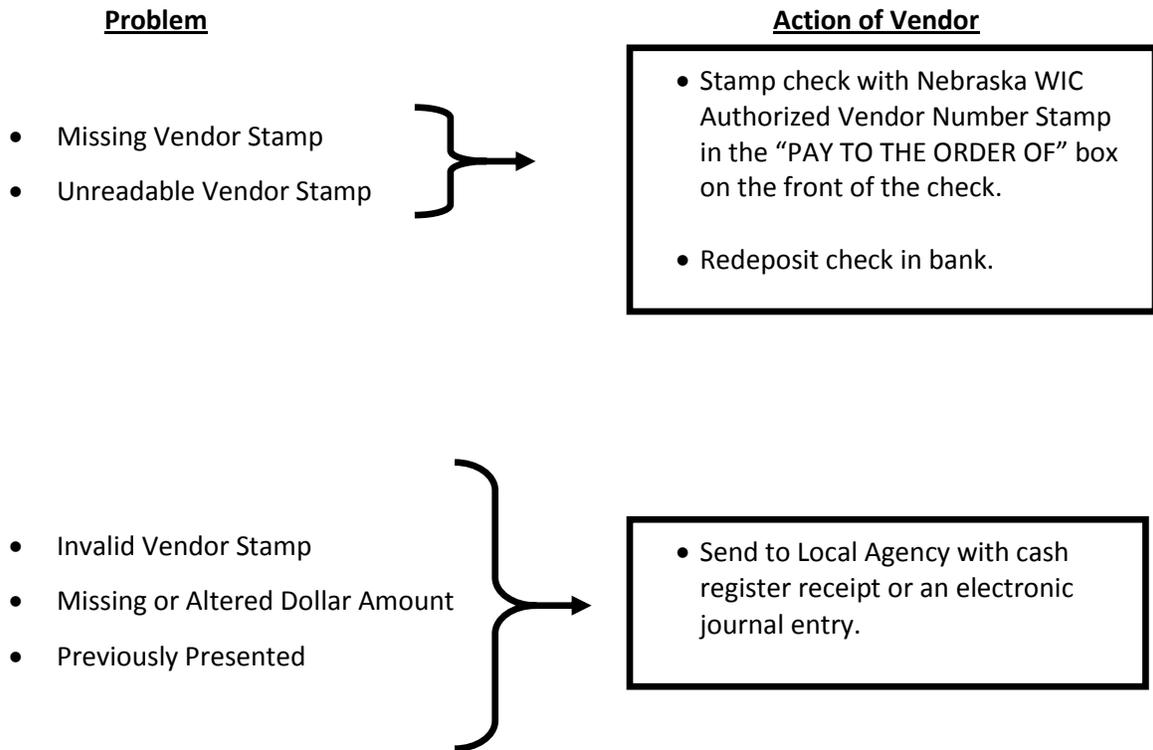
The Nebraska WIC Program may reject payment of WIC checks or request reimbursement for the following reasons:

- Missing or altered "Purchase Amount".
- 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".

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

After deposit into retailer's bank, 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 and for all checks for which WIC is requesting transaction records.**

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

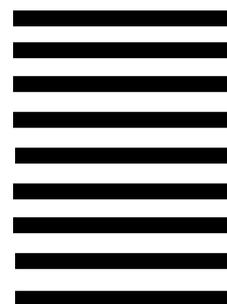
BUSINESS REPLY CARD

FIRST CLASS PERMIT NO. 1181 LINCOLN, NEBRASKA

POSTAGE WILL BE PAID BY ADDRESSEE

Nebraska WIC Program
Family Health Division
Nebraska Department of Health and Human Services
Lifespan Health Services Unit
Post Office Box 95026
Lincoln, Nebraska 68509

NO POSTAGE
NECESSARY IF
MAILED IN THE
UNITED STATES



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 5.7

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, officers, 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.

Violation– an infraction of program regulations, policies, or agreements.

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.

There are two types of sanctions.

- Mandatory Federal Sanctions
- State Agency Sanction

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 one month up to 12 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 upon at least two (2) independent documented repeated violations. When conducting inventory audits, a pattern can be established during a single review of the vendor’s redemption records. A pattern of violations does not need to be present when applying a permanent disqualification, a six year disqualification, and a three year disqualification for selling alcohol or tobacco.

**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.

State Agency Sanctions

<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	1 months
Accepting WIC food checks with the appearance of alteration.	1	1 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.	1	1 months
Failing to clearly mark the purchase price on the shelf or food item for a category of WIC foods.	5	3 months
Failing to provide fresh and wholesome products in a sanitary environment.	5	3 months
Failing to submit an accurate Food Price Reporting List within two weeks from date of request.	5	3 months
Altering information on the WIC check.	5	3 months
Failing to obtain all Nebraska WIC authorized vendor number stamps (new or replacement) from the WIC agency.	5	3 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	3 months
Failing to provide the cash register receipts, electronic journal entries, or acceptable records of the WIC check transactions for any or all problem checks for which the vendor is requesting review and possible reimbursement.	5	3 months

Failing to provide the cash register receipts, electronic journal entries, or acceptable records of the WIC check transactions for any or all checks for which the WIC Agency or Department is requesting transaction records.	5	3 months
Failing to transact WIC checks inside the authorized store location only.	5	3 months
Failing to only use the official Nebraska WIC Program Shelf Labels or those approved by State Agency to identify WIC authorized supplemental foods	5	3 months
Using the WIC Acronym or Logo for any purpose including promotion or incentives without the Department's approval.	5	3 months
Failing to maintain and post regular/minimum business hours. Minimum business hours are outlined in the vendor selection criteria.	5	3 months
Failing to provide sales data information to the department upon request.	10	6 months
Requiring WIC shopper to purchase other items when redeeming WIC checks.	10	6 months
Offering incentive items <u>solely</u> to WIC shoppers.	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 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
<u>Mandatory Federal Sanctions</u>		

### One Year disqualification from the WIC Program

1. A pattern of Providing unauthorized food item in exchange for WIC checks, including charging for supplemental food provided in excess of those listed on the WIC check. \*\*

#### Second Mandatory Federal Sanctions

When a vendor, who previously has been assessed a sanction for any of the violations identified with two stars (\*\*), receives another sanction for any of these violations, the State agency will double the second sanction. Civil money penalties will be doubled up to the maximum limits.

#### Third or Subsequent Mandatory Federal Sanctions

When a vendor, who previously has been assessed two or more sanctions for any of the violations identified with two stars (\*\*), receives another sanction for any of these violations, the State agency will double the third sanction and all subsequent sanctions. The State agency will not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for these violations.

#### Mandatory Federal Sanction – Disqualification Based on a SNAP Disqualification

The State agency will disqualify a vendor who has been disqualified from the Supplemental Nutrition Assistance Program. The disqualification will be for the same length of time as the SNAP disqualification. It may begin at a later date than the SNAP disqualification, and is not subject to administrative or judicial review under the WIC Program.

#### Voluntary Withdrawal or Non-renewal of Agreement

The State agency will not accept voluntary withdrawal of the vendor from the Program as an alternative to disqualification for any of the mandatory federal violations. The State agency will enter the disqualification on the record. In addition, the State agency will not use nonrenewal of the vendor agreement as an alternative to disqualification.

### Mandatory Federal Sanctions – Three Year Disqualification from the WIC Program

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 vendor overcharges. \*\*

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. \*\*

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. \*\*

*Mandatory Federal Sanctions – Six Year Disqualification from the WIC Program*

One incidence of buying or selling WIC checks for cash (trafficking). \*\*

One incidence of selling firearms, ammunition, explosives, or controlled substances in exchange for WIC checks. \*\*

*Mandatory Federal Sanctions - Permanent Disqualification from the WIC Program*

Permanent Disqualification from the Supplemental Nutrition Assistance Program

One conviction by a criminal court of trafficking of WIC checks or selling firearms, ammunition, explosives, or controlled substances in exchange for WIC food instruments. A vendor shall not be entitled to receive any compensation for revenues lost as a result of such violation.

## NOTIFICATION OF VENDOR VIOLATIONS

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 involving inventory audits, since a pattern can be established during a single review of the vendor's redemption records.

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 compromise an investigation. Such determinations will be made on a case by case basis.

*This notification requirement applies to the following mandatory federal violations.*

- 1. A pattern of vendor overcharges,*
- 2. A pattern of receiving, transacting, and/or redeeming WIC checks outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person,*
- 3. A pattern of charging for supplemental food not received by the WIC shopper,*
- 4. 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, and*
- 5. A pattern of providing unauthorized food items in exchange for WIC checks, including charging for supplemental foods provided in excess of those listed on the WIC check.*

*This notification requirement applies also to the state agency violations, unless the State WIC office determines that notifying the vendor would compromise an investigation. Such determinations will be made on a case by case basis.*

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
- 

- Denial of authorization based on the vendor selection criteria for:
  - **business integrity**
  - **a current SNAP DQ or CMP for hardship**
- Denial of authorization based on the application of the vendor selection criteria for **competitive price.**
- Application of peer group criteria and above 50% status determination, when the application for these criteria is the basis of the adverse action (denial of authorization or termination of agreement for cause).
- Denial of authorization based on a SA established vendor selection criterion if the basis of the denial is a **WIC vendor sanction** or a **SNAP withdrawal of authorization or disqualification.**
- Denial of authorization based on the SAs **vendor limiting criteria.**
- Denial of authorization because a vendor **submitted its application outside the timeframes** during which applications were being processed.
- Termination of an agreement because of a **change in ownership or location or cessation of operations.**
- Disqualification based on a trafficking conviction.
- Disqualification based on the imposition of a SNAP CMP for hardship.
- DQ or a CMP imposed in lieu of DQ based on mandatory sanction imposed by another WIC SA.
- CMP imposed in lieu of DQ based on a SNAP DQ.
- Denial of authorization based on the fact that the vendor is not authorized by SNAP.

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,
    - Denial of authorization is effective on the date of receipt of the notice
    - 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 procedures to follow to obtain a full administrative review
  - 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 6.4

## SUMMARY

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

- Contract is for a two 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 or unreadable vendor stamp.
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 any or all problem checks for which the vendor is requesting review and possible reimbursement and for any or all checks for which the WIC agency or Department is requesting transaction records. These records should be retained for 60 days.

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.
Incentives	The vendor shall ensure that incentive items are not offered solely to WIC shoppers.
Minimum Inventory	The vendor shall at all times maintain formulas to meet minimum stock inventory requirements. The minimum stock inventory identifies the formula 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.
- 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.
- 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 at the point of purchase.
- 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.
- Obtain all formula from the approved sources as maintained by the State WIC office.
- 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.