

WIC PROGRAM  
FY-2019  
VENDOR HANDBOOK



**Indian Tribal Organizations  
ITO**

**This institution is an equal opportunity provider**

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## INTRODUCTION TO WIC

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

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

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

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

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

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

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

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

ITO stands for Indian Tribal Organization that consists of the following seven (7) individual tribes as identified on the Unified WIC Approved Food Card: **Muscogee Creek Nation, Inter-Tribal Council (ITC), Osage Nation, Otoe-Missouria Tribe, Citizen Potawatomi Nation, Wichita Caddo Delaware (WCD), and Choctaw Nation.** This vendor handbook is applicable to the above-mentioned 7 individual tribal WIC Programs, excluding Cherokee Nation and Chickasaw Nation which have their own vendor handbooks.

## **ROLE OF THE WIC VENDOR**

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

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

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

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

## **AUTHORIZATION AND SELECTION**

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

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

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

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

- ☑ Maintain sufficient stock of WIC authorized food items purchased from your confirmed wholesaler
- ☑ Have competitive prices within Vendor Peer Group
- ☑ Maintain compliance with WIC and SNAP regulations past 3 years
- ☑ Be located within the boundaries of WIC Program and the location is accessible to WIC participants
- ☑ Carry fresh merchandise and maintain sanitary conditions
- ☑ Maintain Business Integrity
- ☑ Meet all specified requirements

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

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

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

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

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

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

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

## SELECTION CRITERIA

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

- ✓ **Completeness** ~ all information in the application packet is complete, accurate and returned on or before deadline date. Upon receipt of a signed eWIC vendor agreement from both entities and with a valid vendor number the vendor, after training and equipment installation, may accept eWIC benefits.
- ✓ **Mandatory Minimum Stock** ~ vendor agrees to stock all required authorized WIC foods at all times in the quantities, sizes, and brands specified by the ITO WIC Program. All authorized WIC foods must be purchased from your confirmed wholesaler. Vendor may provide only the supplemental foods on the eWIC benefit card.
- ✓ **Competitive Prices** ~ competitive food prices as compared with other WIC vendors of similar size in similar geographic locations and based on the price sheets submitted by vendors. The ITO WIC Programs have adopted the Oklahoma State Department of Health WIC Services (OSDH) competitive price selection criteria for selection of vendors. An on-site review will be done to assure store prices were reported accurately before authorization.
- ✓ **Maximum Reimbursement levels** ~ The ITO WIC Programs have adopted the OSDH maximum reimbursement levels for all shared vendors and for all food items common to our respective authorized unified food lists. Vendor's prices charged to WIC shall not exceed those prices charged to cash-paying customers nor the price posted at the vendor site. The vendor shall not charge for delivery of WIC foods. The vendor's prices shall not be above the levels set by OSDH.
  - All authorized shared vendors will abide by warning and termination actions issued by OSDH arising from determinations regarding competitive pricing and maximum reimbursement levels. The ITO WIC Programs will establish their own maximum reimbursement levels for food items for a vendor not shared with OSDH.
  - The ITO WIC Programs will make determinations regarding adequate participant access to supplemental foods.
- ✓ **Location** ~ must be located within the ITO WIC Programs counties (there is no more than one vendor per 70 WIC participants) and open at least 8 hours a day, 6 days per week/or as needed for adequate participant access in area identified as food deserts.

- ✓ **SNAP Authorized** ~ must be authorized to accept USDA SNAP as a prerequisite for consideration for WIC vendor authorization.
- ✓ **SNAP Compliance** ~ no instances of non-compliance with the Federal SNAP program in the past three years as evidenced by SNAP disqualification or civil money penalty.
- ✓ **Disqualification from another State Agency WIC Program** ~ vendor will not be authorized by the ITO WIC Program if the store is currently disqualified by another State agency's WIC Program for a mandatory federal sanction.
- ✓ **On-Site Review** ~ must pass pre-authorization on-site review.
- ✓ **Conflict of Interest** ~ no conflict of interest must exist between the vendor and ITO WIC Program.
- ✓ **Business Integrity** ~ current owners, officers, or managers must not have or have been convicted or had a civil judgment during the last 6 years for any of the following: fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice.
- ✓ **No Sale of Store to Circumvent a WIC Sanction** ~ ITO WIC Programs shall not authorize a vendor applicant if it determines the store has been sold by its previous owner in an attempt to circumvent a WIC sanction.
- ✓ **The SAM System consulted** ~ The System for Award Management (SAM) will be consulted at the time of vendor application screening for debarred or suspended parties.
- ✓ **Wholesaler List/Infant Formula**~ The vendor must only purchase formula from the list of infant Formula Wholesalers and infant formula manufacturers provided by the ITO WIC Program.
- ✓ **Split Payment**~ The vendor must implement procedures that allow the participant, authorized representative or proxy to pay the difference when a fruit and vegetable purchase exceeds the value of the eWIC transaction.
- ✓ **Equal Treatment**~ The vendor must offer WIC customers the same courtesies that are offered to another non-WIC customers. Vendors may not exclude WIC customers from in-store promotions, this includes: disallowing the use of coupons or other vendor discounts in WIC transactions that are allowed in non-WIC transactions. The vendor may not treat WIC customers differently by offering them incentive items, vendor discounts, coupon or other promotions that are offered to non-WIC customers.

## **VENDOR AGREEMENT**

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

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

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

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

## **VENDOR STATUS**

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

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

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

## **MANDATORY MINIMUM STOCK**

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

Agreement to maintain and make accessible original inventory/invoice records for three years to substantiate stocking and redemptions for WIC authorized food sales.

The Vendor agrees to the following minimum stocking requirements:

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

11. Fresh Fruits and Vegetables:
  - At least five (5) different categories of fresh fruits (i.e. Apples, Grapes, Oranges, etc...).
  - At least five (5) pounds of each fresh fruit.
  - At least five (5) different categories of fresh vegetables (i.e. Lettuce, Tomatoes, Onions, etc...).
  - At least five (5) pounds of each fresh vegetable.
12. Whole Wheat Bread or Whole Grain Bread: (16 oz. Loaves of Whole Wheat or Whole Grain Bread)
  - At least ten (10) loaves whole wheat bread, or
  - At least ten (10) loaves whole grain bread.

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

## **CASHIER INSTRUCTIONS FOR PROCESSING EWIC TRANSACTIONS**

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

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

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

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

- Please remember that eWIC must always be processed first, before other payment methods. Any other method of payment would pay for the WIC items within the scanned order.
- Cashier should press the subtotal key and wait for the WIC participant to swipe their eWIC card and enter their PIN number.
- At this time if the WIC participant has any store or manufacturer coupons, they will provide them to the cashier.
- Once the WIC participant has entered their PIN, the Cashier will ask the participant not to select "Yes or No" on the pin pad and explain they will need to review the participant's eWIC benefits before going forward.
- The cashier goes over the items being purchased with eWIC benefits to confirm the participant's expectations/intent.
- While watching the customer to ensure they do not select "Yes or No" on the pin pad, the cashier will press the tender key (EFT, Debit/Credit, or WIC tender). The Cashier may need to enter the total amount of sale as displayed on their monitor depending on the register system.

## Having the WIC participant confirm eWIC items

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

## Completing the eWIC transaction

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

## Benefit Processing Instructions for Payment

- All eWIC transactions are verified by their card number and PIN at the eWIC POS Terminal in much the same way as a bank debit card is verified. Once the same has been authorized, the ITO WIC Program eWIC system will debit the cardholder's benefit account in the exact quantities of food purchased.
- The vendor examines the foods and verifies that the total price of the food is correct.
- The WIC Program may pay vendors for WIC benefits submitted for redemption after the redemption period as long as the total value submitted at one time does not exceed \$500.
- The WIC Program may deny or delay payment or assess a claim for the full purchase of the eWIC benefit that contains an overcharge or other error.

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

# SAMPLE RECEIPT

## eWIC Benefits Redemption/Utilized Benefits Receipt:

Quantity of the customer's benefits.

eWIC items on the customer's benefits.

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

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

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

Date benefits will expire.

Scanned Items eWIC has selected to pay for.

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

# FINAL REGISTER RECEIPT WITH eWIC

```

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

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

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

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

```

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

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

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

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

```

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

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

```

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

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

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

## DO'S & DON'TS FOR CASHIERS

## **DO'S**

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

## **DONT'S**

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

## **FAQ's**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Contact the ITO WIC Program.

## TRAINING

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

The cashier training is for managers and cashiers of current vendors. This training is not required but is encouraged. This training is to enforce and is planned with the hope the vendor staff is trained to accept and process eWIC benefits with proper procedures. The cashier training is scheduled upon notification from the vendor.

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

## MONITORING

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

- COMPLIANCE
- ABUSE
- SANCTIONS
- VENDOR RESPONSIBILITIES
- IDENTIFY PROBLEMS & CONCERNS

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

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

If abuse is suspected, a compliance buy may be conducted. A compliance buy means a covert, on-site investigation in which a representative of the Program poses as a participant, parent, or caretaker of an infant or child participant, or proxy, transacts one or more eWIC benefit, and does not reveal during the visit that he or she is a program representative. The sole objective of a compliance buy is to identify and eliminate vendor abuse, and to ensure proper administration of the food delivery system. Compliance buys/inventory audits for the ITO WIC Program are contracted out and conducted by Oklahoma State WIC Program. Any findings by Oklahoma State WIC are considered a serious offense which could result in disqualification or a civil money penalty. Violations may also give rise to claims requiring the vendor to pay back the WIC Program.

## **INVESTIGATIONS**

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

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

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

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

Upon notification or suspicion of possible abuse the ITO WIC Program will initiate an immediate investigation to determine whether the vendor is deliberately violating program requirements. Investigations of suspected violations may include, but are not limited to: On Site Reviews, Compliance Buys, Documentation of Complaints, and / or referral to USDA for follow up.

The ITO WIC Program will also, depending on the nature of the complaint, contact the vendor by certified letter to explain concern and to provide warning that a recurrence will result in an investigation designed to review the integrity of the vendor.

If it appears the vendor is not attempting to defraud the ITO WIC Program, but is simply not careful in the redeeming or billing process, every effort will be made to provide on-going training and any technical support before further action is taken. If the questionable practices continue after satisfaction of proper training is assured, the vendor may be issued sanctions, suspended, or disqualified, and the vendor agreement terminated. Regulations require WIC Programs to do as follows: "The State agency may delay payment or establish a claim in the amount of the full purchase price of each food instrument or cash-value voucher that contained the vendor overcharge or other error. The State agency will provide the vendor with an opportunity to justify or correct a vendor overcharge or other error."

## **COMPLAINTS**

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

Procedures:

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

## **CIVIL RIGHTS**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participant in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

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

## **SNAP COMPLIANCE**

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

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

## **TERMINATION**

A decision by the ITO WIC Program to terminate a Vendor Agreement or disqualify a WIC vendor will be based upon mandatory federal sanctions or a finding that one or more of the following has occurred:

- More than 40 sanction points during a two year agreement period
- Knowingly submit false, erroneous, or inaccurate information at any time

- Refuse to allow inspections or monitoring
- Non compliance with terms set in the Vendor Agreement
- Vendor has sold, leased, or moved to a new location or address
- Identify a conflict of interest between the vendor and the ITO WIC Program
- Failure to comply with current selection criteria

## **PARTICIPANT ABUSE**

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

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

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

# WIC REPORT OF ATTEMPTED PROGRAM ABUSE

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

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

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

**Entered our store and:**

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

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

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

Was abusive in store \_\_\_\_\_

Other, please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Store Name: \_\_\_\_\_ WIC Vendor Code: \_\_\_\_\_

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

Please mail this form direct to:

WIC Program  
ATT: WIC Director  
Address  
City, State Zip

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# AUTHORIZED WIC FOODS

## WIC Foods to be stocked include the following:

1. Fortified white whole milk; white and chocolate, reduced fat, low fat, and skim milk in gallon half-gallon, and quart containers (**LEAST COST BRANDS REQUIRED**)
2. Evaporated milk (**LEAST COST BRANDS REQUIRED**)
3. Instant nonfat dry milk (**LEAST COST BRANDS REQUIRED**)
4. Eggs - Grade A or AA Large or Medium, white only (**LEAST COST BRANDS REQUIRED**)
5. Cereal - At least eight cold and two hot WIC authorized cereals (**SPECIFIC BRANDS LISTED**)
6. Juices – See Unified Food Card for a complete list of WIC Approved Juices.  
**Frozen Juices**  
Apple and Orange Juice - 12 oz. cans (**LEAST COST BRANDS REQUIRED**)  
Dole, Old Orchard and Welch’s Juice’s – 11.5-12 oz., cans **only** (**SPECIFIC BRANDS**)  
**Single Strength Juices – 64 oz. Bottles (SPECIFIC FLAVORS, BRANDS)**
7. Legumes - (Canned or Dry Beans or Peas) – 16 oz. or less canned, 1 pound package dry. (**Any Brand**)
8. Infant formula\*\* - Stock contract infant formulas. (**SPECIFIC BRANDS**)
9. Infant Cereal (dry, without fruit, 8 or 16 oz. boxes) - At least three of the following cereals: Barley, Oatmeal, Rice, Mixed Grain (**SPECIFIC BRANDS**)
10. Peanut Butter - 16oz to 18oz (**ANY BRAND**)
11. Cheese – See Unified Food Card for a complete list of WIC Approved Cheese. (**LEAST COST BRANDS REQUIRED, by category selected**)
12. Tuna (5.0 oz. can) - Oil or Water (Dolphin Safe) (**ANY BRAND**)  
Salmon (15.0 oz. can) - (**ANY BRAND**)  
Sardines (3.75 oz. can) - (**ANY BRAND**)

\*\*See page 18 for contract and approved special formulas.

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

## **“Least Cost Brands”**

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

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

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

### **EXAMPLE:**

- |               |   |
|---------------|---|
| <b>MILK</b>   | Whole, lowfat or skim ( <b>all percent's</b> ). Any one of these are approved as long as the one chosen is the lowest price available in that category.       |
| <b>CHEESE</b> | Kraft cheese is allowed <u>ONLY</u> when there is not a lower cost cheese in stock <b>OR</b> when a sale price or coupon makes it the "LEAST COST" available. |
| <b>EGGS</b>   | Large or Medium Grade A or AA White Eggs, Dozen Only.   |

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

**MILK: LEAST COST BRAND**

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

**TYPES ALLOWED:**

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

**PACKAGE SIZES:**

- Fluid White Milk: Gallon, ½ Gallon and Quart sizes
- Chocolate Milk: Gallon Only
- Buttermilk: Quart Only
- Lactose Free Milk: ½ Gallon and Quart sizes
- Acidophilus: ½ Gallon Only
- Nonfat Dry Milk: All Sizes
- Evaporated Milk: 12 oz. Can
- Tofu: 1 lb. / 16 oz. only
- Soy Milk: ½ Gallon Only

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

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

**YOGURT: ANY BRAND**

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

TYPES ALLOWED:

All brands except Greek, Whole or Low fat with a sugar content that is less than 40 grams per 8 oz. serving.

PACKAGE SIZE: Quart (32 oz.) size only

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

SUBSTITUTIONS: NONE ALLOWED

**CHEESE: LEAST COST BRAND**

STANDARD: Real Cheese

TYPE ALLOWED: All Domestic Brands of: Monterey Jack , Cheddar, Mozzarella Swiss, Muenster, Colby, American, Colby Jack

American Deluxe Slices, Not **individual** wrap

PACKAGE SIZES: One pound package (16 oz.)

NOT ALLOWED: Cheese Food or Spreads, Flavored, Imported, Cottage or Cream  
DO NOT ISSUE: Individually Wrapped Cheese, Slices/Cubes, Pepper-Jack, Shredded Cheese, Cheese from Deli, Cheese Trays

SUBSTITUTIONS: NONE ALLOWED

**EGGS: LEAST COST BRAND**

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

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

PACKAGE SIZE: Carton: one dozen

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

DO NOT ISSUE: Brown eggs, Powered Eggs, Egg Products, Low Cholesterol, Package sizes other than one dozen

SUBSTITUTIONS: NONE ALLOWED

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

### TYPES ALLOWED:

**Cold Cereal** Best Choice: Bran Flakes, Corn Crisps, Frosted Shredded Wheat Bite Size, Happy O's, Nutty Nuggets, Rice Crisps, Wheat Crisps, Live Life @ 100%

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

Great Value: Bran Flakes, Crunchy Nuggets, Crunchy Oat Squares, Frosted Shredded Wheat, Toasted Corn, Toasted Whole Grain Oat, Toasted Rice, Toasted Wheat

Kellogg's: Complete All Bran, Big Bite Frosted Mini Wheats, Little Bite Size Frosted Mini Wheats, Little Bite Frosted Mini Wheats, Gluten Free Rice Krispies

Kiggins: Bran Flakes, Bite Size Frosted Shredded Wheat, Rollin' Oats

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

Market Pantry: Frosted Bite Size Shredded Wheat, Toasted Oats

Parade: Bran Flakes, Bite Size Frosted Shredded Wheat, Toasted Oats

Post: Alpha Bits, Bran Flakes, Grape-Nuts, Grape-Nuts Flakes, Great Grains Banana Nut Crunch, Whole Grain Honey Bunches of Oats with Vanilla Clusters, Whole Grain Honey Bunches of Oats Honey Crunch, Whole Grain Honey Bunches of Oats Almond Crunch, Honey Nut Shredded Wheat

Quaker: Oatmeal Squares Cinnamon, Life, Oatmeal Squares Brown Sugar

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

Shur Fine Central: Bran Flakes, Corn Squares, Rice Squares, Wheat Squares, Frosted Bite Size Shredded Wheat, Lively Oats, Nutty Crunchers, Toasted Oats

Shur Fine West: Corn Squares, Frosted Shredded Wheat Bite Size, Good Choice Original, Rice Squares, Toasted Oats, Wheat Bran Flakes, Wheat Squares  
Sunbelt Bakery: Simple Granola

**Hot Cereal**

Malt-O-Meal: Regular, Chocolate

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

Quaker: Instant Grits, Instant Oatmeal

**PACKAGE SIZE:**

12 oz. to 36 oz. (Cold Cereal)

11.8 oz. to 36 oz. (Hot Cereal)

**STANDARD:**

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

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

**SUBSTITUTIONS:**

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

**EXCEPTION:**

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

**WHOLE GRAINS:** BRAND SPECIFIC

**STANDARD:**

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

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

Whole grain must be the primary ingredient by weight.

**TYPES ALLOWED:**

Nature's Own: 100% Whole Grain Sugar Free, 100% Whole Wheat w/

**Bread Loaves** Real Honey

Roman Meal: Sungrain 100% Whole Wheat

Sara Lee: Classic 100% Whole Wheat, Soft & Smooth 100% Whole Wheat w/ Real Honey

Wonder: Soft 100% Whole Wheat

Best Choice: 100% Whole Wheat

Bimbo: 100% Whole Wheat

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

Ozark Hearth: 100% Whole Wheat

**Whole Grain Options**

Oatmeal – Any Brand – no individual packets

Brown Rice – Any Brand

Bulgur – Any Brand

Whole Wheat or Soft Corn Tortillas – Any Brand

**PACKAGE SIZES:** 16 oz. or less

**NOT ALLOWED:** White Bread, Flour Tortillas and White Rice

**SUBSTITUTIONS:** NONE ALLOWED

**FRUIT JUICES: BRAND SPECIFIC**

**STANDARD:**

Pure UNSWEETENED Juice

100% vitamin C per serving for Citrus Juice

120% vitamin C per serving for all other Juices

**NO SUGAR ADDED**

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

**TYPES ALLOWED:**

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

**Tipton Grove:** Apple, Grape

**Diane's Garden:** Vegetable

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

**Best Choice:** Apple, Berry Blend, Cherry Blend, Grape, Grape Blend, White Grape, Pink Grapefruit, White Grapefruit, Punch Blend, Pineapple, Tomato, Vegetable

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

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

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

**Shur Fine:** Apple, Cranberry, Cranberry Apple, Cranberry Raspberry, Grape, Juice A Lot (Berry, Cherry, Grape and Punch) White Grape, Orange, Pineapple, Pink Grapefruit, White Grapefruit, Tomato, Vegetable

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

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

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

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

NOT ALLOWED/ 11.5 oz. Pourable Concentrate, Refrigerated Juices

**DO NOT ISSUE:**

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

Fruit Punch, i.e., Hawaiian Punch

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

Any juice not containing 100% vitamin C per serving

Any juice with sugar added

SUBSTITUTIONS: NONE ALLOWED

**DRY BEANS / PEAS: ANY BRAND**

STANDARD: Dry

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

PACKAGE SIZES: One (1) pound

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

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

SUBSTITUTIONS: NONE ALLOWED

**CANNED BEANS AND PEAS: ANY BRAND**

STANDARD: Canned beans and peas

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

PACKAGE SIZES: 16 ounces or less canned, Single variety only

NOT ALLOWED: Cans larger than 16 oz., Green Beans, Pork and Beans,

DO NOT ISSUE: Black-Eyed Peas with any additives, Peas other than those under types allowed,  
bean mixes, added meats, sugars, fats, oils, flavoring or seasoning. Organic

SUBSTITUTIONS: NONE ALLOWED

**CANNED FISH: ANY BRAND**

STANDARD: Canned only

TYPES ALLOWED: All brands

Canned Tuna Chunk Style (Packed in Oil or Water), Canned Salmon, Canned Sardines (Any Style,  
can contain sauce), Chub Mackerel (Oil or Water)

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

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

SUBSTITUTIONS: NONE ALLOWED

## **PEANUT BUTTER: ANY BRAND**

STANDARD: Pure Peanut Butter

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

PACKAGE SIZES: 16 to 18 ounce jar

NOT ALLOWED/ Peanut butter with jelly, honey or marshmallow

DO NOT ISSUE: Imitation Products

SUBSTITUTIONS: NONE ALLOWED

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

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

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

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

NOT ALLOWED

DO NOT ISSUE:

Canned Fruits or Vegetables, Fruit, Vegetable or Party Trays with dips, cheese, Frozen Fruits or Vegetables with sauces, oils, fat, potatoes or pasta, Fruit Baskets, Fruit Nut Mixes, Fresh Herbs or Spices, Edible Blossoms and Flowers, Garlic or Chili Peppers on a string, Vegetable-Grain Mixture, Breaded Vegetables, Creamed or Sauced Vegetables, Beans, Bags of Salad with Dressing  
Decorations: Gourds, Pumpkins, etc.

SUBSTITUTIONS: NONE ALLOWED

## **INFANT CEREAL: BRAND SPECIFIC**

### **STANDARD:**

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

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

**PACKAGE SIZES:** 8 ounce box or 16 ounce box

**NOT ALLOWED/** Boxes or packages of individual servings

**DO NOT ISSUE:** Jars of infant cereal, Tropical Blends, No Fruit or Yogurt, Added DHA & ARA Organic

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

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

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

**TYPES ALLOWED:** Beech Nut and Gerber

**PACKAGE SIZES:** Gerber Infant Fruits and Vegetables (2-pack 8 oz. or 4 oz.)

*Mixed fruits and mixed vegetables allowed as long as it does not contain meat.*

Gerber or Beechnut Infant Meat (2.5 oz. jar)

*Single Meat ONLY can include broth/gravy*

Beechnut Stage 2, 4 oz. jars

**NOT ALLOWED**

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

**SUBSTITUTIONS:** NONE ALLOWED

## **INFANT FORMULAS:**

### **STANDARD:**

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

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

**SUBSTITUTIONS:** None Allowed

## CASHIERS

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

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

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

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

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

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

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

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

Additionally ~

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

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

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

## **SANCTION POLICY**

The WIC Program shall determine the type and level of sanctions to be applied against food vendors based upon the severity, nature, and pattern of the violations observed. Sanctions can be applied against a WIC vendor for program violations. Vendor offenses subject to ITO WIC Program and Federal sanctions include but are not limited to:

- Providing cash to participant
- Providing non-authorized items to participants in lieu of authorized supplemental foods
- Charging WIC shoppers more for authorized supplemental foods than is charged to cash paying customers
- Allowing any form of discrimination toward participants
- Non-compliance with Mandatory Minimum Stocking Requirements
- Purchasing authorized food items from a non-approved wholesaler to stock store shelves
- Non compliance with any other regulations or conditions of vendor participation

The ITO WIC Program generally regards violations as an indication for training. Therefore, efforts will be made to correct the problems through educational vendor training. Sanctions shall be imposed by the ITO WIC Program against a WIC vendor of whom evidence of noncompliance or abuse is documented.

The ITO WIC Program will provide written notification to the vendor regarding any sanction points assessed and the type of violation(s) found (including initial violations).

The ITO WIC Program will not accept voluntary withdrawal of a vendor from the ITO WIC Program as an alternative to disqualification.

The ITO WIC Programs and the State of Oklahoma WIC Program will notify each other when vendors violate Program rules for imposing reciprocal sanctions.

## ITO SANCTIONS

### Vendor Violations and Points for Violations

- Sanction points can be assigned for each single occurrence of the 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.
- All points are cumulative and will be kept current for a period of one (1) year as long as the vendor is authorized on the Program. Points accrued for each violation will be erased one (1) year after the date of the violation regardless of a renewal of a vendor agreement.
- Food vendor may be subject to sanction points in addition to claims arising from improper or overcharged eWIC benefits.
- The ITO WIC Program may impose a civil money penalty in lieu of a State agency disqualification when it determines, in its sole discretion, and documents that such action would result in inadequate participant access.
- The civil money penalty calculation and collection will be the same as stated under the mandatory disqualifications and sanctions in accordance with 7 CFR 246.12.
- The following violations are assigned specific sanction points. Sanctions are commensurate with the number of points accumulated for one or more of these violations in any combination.

#### Any combined total of:

5-10 points	=	Warning letter
11-15 points	=	Initial or follow up warning letter with required training.
16-18 points	=	3 month disqualification
18-20 points	=	6 month disqualification
21-25 points	=	9 month disqualification
25 or > points	=	1 year disqualification

<b>Violation Description</b>	<b>Sanction Points</b>
Vendor handbook, food lists at register, not in store	1
WIC Food Prices not posted	1
WIC Sign is not posted	1
Not allowing participants to pay difference on CVB	2
Attempts to limit number of WIC benefits redeemed	2
Charging sales tax on WIC food items	2
Demands identification other than PIN	2
Does not follow proper EBT procedures	2

Fails to attend state mandatory Vendor training	2
Fails to train store personnel in WIC procedures	2
Refuses to accept manufacturer coupons for WIC foods	2
Refuses to honor valid WIC benefits	2
<b>Violation Description</b>	<b>Sanction Points</b>
Special WIC Lane	2
Failure to submit Vendor Price List when requested	2
Failure to provide WIC transaction receipts for review	2
Does not maintain a clean and sanitary store	3
Fails to maintain minimum stock.	5
Fails to provide evidence of proof of purchase (invoices) of WIC foods	5
Fails to remit payment for overcharges or provide justification for the overcharges, including scanner vs. shelf price discrepancies	5
Provides rainchecks for WIC benefits	5
WIC food items have stale dates	5
Discriminates against WIC participants	5
Purchasing authorized food items from a non-approved wholesaler to stock store shelves	5

The vendor will be notified in writing regarding any sanction points assessed and the type of violation(s) found (including initial violations).

- All vendors with 11-14 points will be required to receive training by the WIC on the violation(s) in question within thirty (30) days of the notice of assigning the sanction points. This training will be documented and sent to the WIC Director.

## **NOTIFYING SNAP OF WIC FEDERAL SANCTIONS**

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

The WIC regulations require State agencies to notify SNAP when a vendor commits certain federally prohibited violations. The WIC Program shall provide the appropriate FNS (Food and Nutrition Service) SNAP office with a copy of the notice of administrative action and information on vendors it has either disqualified or imposed a civil money penalty in lieu of disqualification from the ITO WIC Program based in whole, or in part for any of the following specific program violations:

1. buying or selling food instruments, or cash-value vouchers, for cash (trafficking)
2. Sale or exchange of alcohol, tobacco, firearms, ammunition, explosives, or controlled substances, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), for eWIC benefits;

3. A pattern of providing unauthorized food items, nonfood items, or credit (including rain checks) or consideration other than eligible food in exchange for food instruments or cash-value vouchers
4. A pattern of claiming reimbursement for the sale of an amount of a specific food item which exceeds the store's documented inventory of that food item for a specific period of time
5. A pattern of receiving, transacting, and/or redeeming eWIC benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person.
6. A pattern of charging WIC customers more for food than non-WIC customers, or charging WIC customers more than current shelf price.
7. A pattern of charging for food items not received by the WIC customer or for food provided in excess of those listed on the food prescriptions.
8. A pattern of an above-50-percent vendor providing prohibited incentive items to customers as set forth in paragraph (g)(3)(iv) of this section, in accordance with the State agency's policies and procedures required by paragraph (h)(8) of this section.

## FEDERAL MANDATORY SANCTIONS

Mandatory vendor sanctions 7 CFR 246.12(l)(1) required by federal WIC regulations include but are not limited to:

- 1) **PERMANENT DISQUALIFICATION:** Conviction in court for trafficking in eWIC benefits or selling eWIC benefits in exchange for firearms, ammunition, explosives, or controlled substances (as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802). A vendor is not entitled to receive any compensation for revenues lost as a result of such violation. The ITO WIC Program shall impose a Civil Money Penalty in lieu of WIC disqualification when it determines in its sole discretion, and documents that –
- 2) disqualification of the vendor would result in inadequate participant access; or
- 3) the vendor had, at the time of the violation, an effective policy and program in effect to prevent trafficking; and the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation.
- 4) **SIX – YEAR DISQUALIFICATION:** One incidence of buying or selling eWIC benefits for cash (trafficking); One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for eWIC benefits.
- 5) **THREE – YEAR DISQUALIFICATION:** 246.12 (l) (iii) Pattern is defined as three or more incidences
  - a) One incidence of the sale of alcohol or alcoholic beverages or tobacco in exchange for eWIC benefits; or

- b) 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; or
- c) A pattern of charging participants more for supplemental food than non WIC customers, for charging participants more than the current shelf or contract price; or
- d) A pattern of receiving, transacting, and/or redeeming eWIC benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person; or
- e) A pattern of charging for supplemental food not received by the participant; or
- f) A pattern of providing credit or non-food items (other than alcohol, tobacco products, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C.802), in exchange for eWIC benefits.

**6) ONE – YEAR DISQUALIFICATION:**

- a) Pattern of providing unauthorized food items in exchange for eWIC benefits, including charging for supplemental food provided in excess of those listed on the food prescription.
- b) A pattern of an above-50-percent vendor providing prohibited incentive items to customers in accordance with State agency's policies and procedures.
- c) A pattern of non-above-50-percent vendors providing incentive items to WIC customers that are not offered to non-WIC customers.

**7) SECOND MANDATORY SANCTION:** A vendor who has been assessed a sanction for any of the violations in this section, received another sanction for any of these violations, the ITO WIC Program shall double the second sanction.

**8) THIRD OR SUBSEQUENT MANDATORY SANCTION:** A vendor who has been assessed two or more sanctions for any of the violations in this section, received another sanction for any of these violations, the ITO WIC Program shall double the third sanction and all subsequent sanctions. The ITO WIC Program shall not impose the civil money penalties in lieu of disqualification of third or subsequent sanctions.

**9) DISQUALIFICATION BASED ON A SNAP PROGRAM DISQUALIFICATION:** The ITO WIC Program will disqualify a vendor who has been disqualified from the SNAP Program. The disqualification must be for the same length of time as the SNAP disqualification, may begin at a later date than the SNAP disqualification, and is not subject to administrative or judicial review under the ITO WIC Program. Prior to disqualifying a vendor for a SNAP disqualification, the ITO WIC Program must determine if disqualification of the vendor would result in inadequate participant access. If the ITO WIC Program determines a participant access issue, it will impose a civil money penalty in lieu of disqualification. However, the ITO WIC Program may not impose a civil money penalty in lieu of disqualification for third or subsequent sanctions. The participant access criteria and determination are not subject to review.

**10) DISQUALIFICATION FOR SNAP CMP:** The WIC Program has the right to disqualify a vendor who has been assessed a civil money penalty for hardship in the SNAP Program, as provided under 7 CFR 278.6. The length of such disqualification shall correspond to the period for which the vendor would otherwise have been disqualified in the SNAP Program. Prior to disqualifying a vendor for a SNAP CMP, the ITO WIC Program must determine if disqualification of the vendor would result in inadequate participant access. If the ITO WIC Program determines a participant access issue, the State agency may not disqualify the vendor and may not impose a civil money penalty in lieu of disqualification. The participant access criteria and determination are not subject to review.

**11) DISQUALIFICATION AS A SNAP RETAILER:** Violations that lead to disqualification from the ITO WIC Program may result in disqualification of authorization to participate in the SNAP Program as per Section 246.12(h)(3)(xxvi) of the WIC federal regulations. Such disqualification may not be subject to administrative or judicial review under SNAP.

**12)** Further, a vendor's previous non-compliance with WIC policy and/or Procedures will be considered when re-contracting with the vendor and may be used as criteria in determining whether the vendor is eligible to re-contract.

**13)** WIC Program reports quarterly to the Regional FNS Office any Permanent Vendor Disqualification of regular or WIC-Only Store Owners.

**14)** Any WIC vendor found guilty of a violation by a different WIC State Agency will face the same sanctions, civil money penalty or disqualification as imposed by the other WIC State Agency. The length of the disqualification will be same as the disqualification imposed by the other WIC State Agency.

**15) VOLUNTARY WITHDRAWAL OR NON-RENEWAL OF AGREEMENT:** The ITO WIC Program shall not accept voluntary withdrawal of the vendor from the Program as an alternative to disqualification for violations listed in this section, but shall enter the disqualification on the record. In addition, the ITO WIC Program shall not use non-renewal of the vendor agreement as an alternative to disqualification.

**16) CIVIL MONEY PENALTY** (For each violation subject to a mandatory sanction):

- a. The WIC Program shall impose a Civil Money Penalty in lieu of WIC disqualification if;
  1. Such disqualification of the vendor would result in inadequate participant access.
  2. The vendor had at the time of the violation, an effective policy and program in effect to prevent trafficking; and the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation.

- b. Effective March 14, 2018, §3.91(b)(3)(v) the maximum civil money penalty (CMP) for a vendor convicted of trafficking in food instruments, codified at 42 U.S.C. 1786(o)(1)(A) and 42 U.S.C.1786(o)(4)(B), has a maximum of \$15,041 for each violation, except that the maximum penalty for violations occurring during a single investigation is \$60,161.
- §3.91(b)(3)(vi) Civil penalty for a vendor convicted of selling firearms, ammunition, explosive or controlled substances in exchange for food instruments, codified at 42 U.S.C. 1786(o)(1)(B) and 42 U.S.C 1786(o)(4)(B), has a maximum of \$15,041 for each violation, except that the maximum penalty for violations occurring during a single investigation is \$60,161. Infant formula bid disclosure for the purpose of influencing a bid now has a maximum CMP of \$173,951,364. **In accordance with §3.91(a)(2), these maximums must be applied to violations occurring after March 14, 2018.**
- c. If such payment is not made, the ITO WIC Program shall disqualify the vendor for the length of the disqualification corresponding to the violation for which the civil money penalty or fine was assessed. Other sanctions allowed by law and rules include but not limited to:
1. Termination of authorization to participate in the ITO WIC Program
  2. Offset against payment based on previous overpayment.
  3. Repayment of the full amount of vendor's reimbursement for cash unauthorized foods, or other items of value to participate in lieu of authorized supplemental foods.
  4. Repayment of the full amount of the difference between the vendor's customary price, and the cost charged to the ITO WIC Program when the vendor charges the program more for the supplemental foods than other customers for the same food items and the assessment of the reasonable administrative costs.

17) Expiration of the vendor contract is not subject to appeal.

## ADMINISTRATIVE REVIEW PROCEDURES

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

1. Full administrative reviews will consist of a hearing before an impartial official. Full administrative reviews will be conducted for the following types of adverse actions:
  - Denial of authorization based on the application of the following selection criteria:
    - Minimum variety and quantities of ITO WIC Program approved foods
    - Determination that vendor is attempting to circumvent a WIC Program sanction.

- Termination of an agreement for cause.
  - Disqualification, except for a disqualification based on a trafficking conviction, disqualification or civil money penalty from the Supplemental Nutrition Assistance Program (SNAP) or disqualification from another state's WIC Program for a mandatory federal sanction.
  - Imposition of a fine or civil money penalty in lieu of a disqualification.
2. Abbreviated administrative reviews are based on written documentation and other materials submitted to an impartial official by the ITO WIC Program and the vendor and/or the vendor's representative. Abbreviated reviews do not include a hearing. Abbreviated administrative reviews will be conducted for the following types of adverse actions:
- Denial of authorization based on the application of the following:
    - Competitive prices
    - Business integrity selection criterion
    - State-agency-established vendor selection criterion if the basis of the denial is a WIC vendor sanction or SNAP withdrawal of authorization or disqualification
  - Denial of authorization based on:
    - State agency's vendor limiting criteria.
    - A current Supplemental Nutrition Assistance Program disqualification or Supplemental Nutrition Assistance Program civil money penalty for hardship.
  - Denial of authorization because a vendor submitted its application outside the timeframes established by the ITO WIC Program.
  - Denial of an application based on the determination of whether an applicant vendor is currently authorized by SNAP.
  - Termination of an agreement because of a change in ownership, change of location, or cessation of operations.
  - Disqualification based on:
    - A trafficking conviction.
    - A disqualification from another State's WIC Program for a federal mandatory sanction.
  - Imposition of a civil money penalty based on a mandatory sanction by another State WIC Program in lieu of disqualification

- The application of the State agency's vendor peer group criteria and the criteria used to identify vendors that are above-50% vendors or comparable to above-50-percent vendors.

- The imposition of a civil money penalty in lieu of disqualification based on a SNAP disqualification.
3. The ITO WIC Program **will not** provide administrative reviews for the following actions: [WIC Regulations 7 CFR 246.18(a)(1)(iii)]
- The validity or appropriateness of the WIC Program’s vendor limiting or selection criteria;
  - The validity or appropriateness of the WIC Program’s vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or vendors comparable to above-50-percent vendors;
  - The validity or appropriateness of the WIC Program’s participant access criteria and participant access determination;
  - WIC Program’s determination to include or exclude an infant formula manufacturer, wholesaler, distributor or retailer from the list required, pursuant to 7 CFR 246.12(g)(11);
  - The validity or appropriateness of the WIC Program’s prohibition of incentive items and the WIC Program’s denial of an above-50-percent vendor’s request to provide an incentive item to customers pursuant to 246.12(h)(8);
  - The WIC Program’s determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction, pursuant to 7 CFR 246.12(l)(3);
  - The WIC Program’s determination whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation 7CFR 246.12(l)(1)(i)(B);
  - Denial of authorization if the State agency’s vendor authorization is subject to the procurement procedures applicable to the State agency;
  - The expiration of a vendor’s agreement;
  - Disputes regarding WIC check/EBT or fruit & vegetable check/EBT payments and vendor claims
  - Disqualification of an authorized vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP).

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

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

**Insert ITO Tribal Name**

**ATT: WIC Director**

**ITO address**

**ITO city and state, zip**

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

- A vendor or his representative may cross-examine witnesses and/or present testimony at the administrative review.
- WIC Program investigators may be concealed from the view of the vendor and/or his representative.

## 5. Procedures for an abbreviated administrative review

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

*“This disqualification from WIC may result in disqualification as a retailer in the Supplemental Nutrition Assistance Program. Such disqualification is not subject to administrative or judicial review under the Supplemental Nutrition Assistance Program.”*
  - Any request for an administrative review must be made within 15 days of receipt of the notification.
- A request for an abbreviated administrative review must be made in writing within 15 calendar days of the vendor’s receipt of notification of the impending adverse action. The request must be sent to:

**Insert ITO Tribal Name**  
**ATT: WIC Director**  
**ITO Address**  
**ITO City, State and Zip**

- The name and title of the official and address to send the vendor’s written grounds for appeal and the documentation supporting the appeal will be sent to the vendor within 15 days of the receipt of the request for an abbreviated administrative review.

- The date all materials must be submitted to the review official will be set by the WIC Program and the review official. The vendor may request one extension of this date.
- A vendor will have access to evidence gathered by the WIC Program upon which the adverse action is based and may examine the evidence prior to submitting the written materials for consideration by the review official.

#### 6. The decision of the review official:

- The decision of the official of the full or abbreviated administrative review will be based solely on whether the WIC Program has correctly applied federal and state statutes, regulations, policies and procedures governing the WIC Program, according to evidence presented in the review.
- Written notification of the review decision, including the basis for the decision, will be sent to the vendor within 90 days from the vendor's request for the review. The decision of the review official will be the final State agency action.
- If the decision of the review official affirms the decision of the ITO, the ITO officials will:
  - Inform the USDA SW Regional Office through sending a copy of the notification letter; Inform the Local WIC Program where the vendor conducts business of the length of suspension and termination from participation in WIC;
  - Collect any vendor stamps or outstanding claims on any improperly redeemed food instruments/EBT, on the effective date of termination or suspension; and
  - Monitor possible check/fruit & vegetable check/EBT acceptance or cashing by the suspended vendor.
- If the decision of the review official does not affirm the decision of the ITO, the ITO officials will sign a vendor agreement, allow for resumption of operations under current vendor agreement, or start the payment process on appropriate unpaid food instruments.

7. Effective dates of adverse actions:

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

This institution is an equal opportunity provider.

**If you have any questions or would like to schedule training for your store staff, please contact:**

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