



VENDOR HANDBOOK

Effective January 1, 2024 to September 30, 2026



The Vendor Handbook (electronic or printed) should be kept at each authorized WIC store at all times for reference.
Your local WIC liaison is:

Vendor Management Unit
Phone: 304-558-1115
Email: dhrrwicvu@wv.gov

[Rev. 10-2023]

WEST VIRGINIA WIC PROGRAM

The Special Supplemental Nutrition Program for Women, Infants, and Children

WIC is the Special Supplemental Nutrition Program for Women, Infants, and Children. WIC began in 1972 and is funded by the United States Department of Agriculture (USDA). The West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Nutrition Services (the Department) administers the Program in West Virginia. Local WIC clinics throughout West Virginia provide support for WIC participants and authorized vendors.

WIC purpose:

- Improve birth outcomes to reduce infant illness and deaths during the first year of life.
- Improve the health and nutrition of women, infants, and children.
- Help families achieve healthy, life-long eating habits.

WIC provides:

- Nutrition and breastfeeding information.
- Supplemental nutritious food.
- Referrals to other health and nutrition services.

WIC is:

A nutrition and health program designed to help meet the nutritional needs of each WIC participant. Qualified health professionals in the WIC Program provide screening for medical and nutritional problems, nutrition education and counseling, and referrals to other needed health and nutrition services.

WIC differs from other USDA programs such as the SNAP Program because:

- It is specifically designed to provide supplemental nutritious food to pregnant or breastfeeding women, new mothers, infants, and children up to age five to assist in the prevention and correction of medical and nutritional problems.
- The food provided is tailored to meet the individual needs of each participant.
- Eligibility for participation in the WIC Program is determined by a documented nutritional risk, a proven level of income, and state residency.
- Only those stores able to meet specific WIC Program requirements are authorized to accept WIC benefits and provide approved food.

WIC participants and vendors:

- Nearly 40,000 West Virginia WIC participants purchase approved food each month at authorized WIC stores around the state.
- Stores authorized to accept WIC benefits are critical to the success of the Program by making specific, approved, nutritious food available to WIC participants.

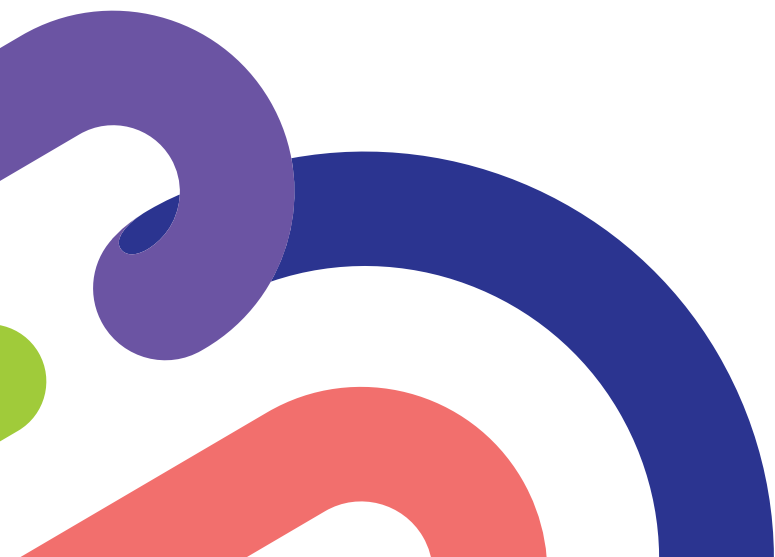


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DEFINITIONS

Above-50-Percent Vendor

An authorized vendor that derives more than 50 percent of annual food sales revenue from WIC benefits. It includes a vendor applicant applying for an initial authorization that estimates they will derive more than 50 percent of annual food sales revenue from WIC sales.

Agent/Representative

Any individual who is allowed, designated, and/or authorized by the vendor to conduct WV WIC business. While this individual may or may not be employed by the vendor, any violations committed by this individual will be cited against the vendor.

Agreement

The document signed by a vendor and the State WIC Office that contains the terms and conditions under which the vendor is authorized to accept and redeem WIC benefits in exchange for approved food.

Applicant

A grocery store located in West Virginia or surrounding states that applies to the State WIC Office to be an authorized vendor.

Approved Food

Food identified by the Department in accordance with 7 CFR 246.10 as acceptable for use under the federal WIC program. The types, brands, or varieties of food that are selected and approved by the State WIC Office contain nutrients determined to be lacking in the diets of pregnant, breastfeeding, and postpartum women, infants, and children, and food that promotes the health of the population served by the WIC Program.

Approved Product List (APL)

Electronic file identifying WIC food items authorized by the West Virginia WIC Program for purchase with WIC benefits.

Authorization

The approval of an applicant that has met the WV WIC Program selection criteria to become a WIC vendor. The applicant will be awarded an agreement, the conditions of which must be accepted by both the applicant and the WV WIC Program.

Authorized Infant Formula Supplier List

The list of wholesalers, distributors, retailers, and manufacturers approved by the State WIC Office to provide infant formula to authorized vendors.

Balance Inquiry

The inquiry initiated by the participant in the checkout lane or at a stand-beside device to check the household's available balance, including a description of the food category/subcategory, available benefits, unit of measure, and the last date to spend the benefits.

Benefit Balance

A listing of benefits available with the eWIC benefit card that specifies the quantity, food category, size, dollar amount, and sometimes brand of food prescribed to a WIC household that must be redeemed within the benefit period.

Benefit Expiration Date

The last date on which the electronic benefit may be used to obtain authorized food.

Cash Value Benefits (CVB)

A fixed-dollar amount associated with the eWIC card used by an eWIC customer to obtain authorized fruits and vegetables. In the event the amount of fruits and vegetables exceeds the dollar amount available, the customer must be given the opportunity to pay the difference.

Change of Ownership

Any transfer of the right to control the assets or management of an authorized vendor, or any majority changes in ownership of a vendor.

Civil Money Penalty (CMP)

A monetary penalty imposed on an authorized vendor in lieu of disqualification.

Compliance Buy

A covert, on-site investigation in which a representative of the WIC Program poses as a participant, parent or caretaker of an infant or child participant, transacts eWIC benefits, and does not reveal during the visit that he or she is a WIC Program representative.

Contract Period

The period of time a vendor is authorized to conduct WIC transactions. In any case, a period of no more than three calendar years. Contract periods begin on the later of a) the 1st day of the month and year or b) the date an applicant becomes authorized, and end on the last day of the month and year as other stores in the region or 36 months from the contract start date.

Cost Sharing

Criteria in accordance with federal cost principles that may be used to share some costs for multi-function equipment if the vendor is necessary for participant access. Cost sharing is a discretionary option for the WIC Program.

Department

The West Virginia Department of Health and Human Resources, Bureau for Public Health (BPH), Office of Nutrition Services (ONS).

Disqualification

The official act of ending WIC participation of either an authorized vendor or of a participant as a punitive sanction or for administrative reasons.

Educational Buy

A WIC purchase by an identified representative of the WV WIC Program to educate store personnel on proper procedures as opposed to an investigative buy to determine vendor compliance. This may also be a monitoring activity to assess staff training.

Electronic Benefit Transfer (EBT)

A method that permits electronic access to WIC approved food benefits using a card approved by the WIC Program.

EBT Capable

A cash register system or payment device that can accurately and securely obtain WIC food balances associated with an EBT card, maintain the necessary files such as the authorized product list, and successfully complete WIC EBT purchases. Vendors must demonstrate EBT capability in order to participate in eWIC.

eWIC

The term used in West Virginia to describe WIC EBT.

eWIC Card

A payment instrument with a magnetic stripe to perform a series of real-time transactions between the Point-of-Sale device at the WIC vendor and the EBT Card Issuer Processor to approve the WIC transaction. The eWIC card number and PIN link to an eWIC customer account that contains a benefit balance. The eWIC card is issued by a local WIC agency and used by the eWIC customer to purchase approved food items at an authorized vendor location.

eWIC Customer

An authorized person (i.e., participant, parent, legal guardian, caretaker, alternate) in possession of an eWIC card and PIN. This benefit card allows the WIC Customer to purchase approved food items prescribed to one or more participants assigned to a family account.

eWIC Contractor

The WIC EBT contractor hired by the West Virginia WIC Program to process eWIC transactions and lease stand-beside equipment to non-integrated vendors through a Merchant Agreement.

Exchange

The action by a vendor to allow a WV WIC Approved food to be returned for a cash refund or another product which is either not WV WIC Approved or is not the same WV WIC Approved item. Please note that this action differs from replacing a WV WIC food that is spoiled or damaged.

Food and Nutrition Service (FNS)

The USDA agency that regulates WIC and Supplemental Nutrition Assistance Program (SNAP).

Food Benefits

The food a participant receives from WIC for a selected time period. Food benefits provide prescribed amounts of WIC authorized food, formula, and/or fixed-dollar amount for participants to receive fruits and vegetables.

Food Instrument

An EBT card, coupon, or other document that is used by a participant to obtain approved food.

Food Sales

The sale of all food that are eligible items under SNAP.

Forfeiture

The sum of money required to be paid to the State WIC Office as a result of a vendor violation.

Grocery Store

Any retail store that sells a general line of food for the household to eat, such as breads and cereals; fruits and vegetables; meats, fish, and poultry; and dairy products, or a store authorized by SNAP as a specialty store.

Interchange Fees

The term used in the payment card industry to describe a fee paid between banks for the acceptance of card-based transactions.

Integrated System

A multi-function point-of-sale system that has been certified to accept eWIC transactions. Registers accept WIC in all lanes and require a single scan to verify the item's WIC eligibility and process the purchase. Integrated vendors support "mixed basket" transactions where different electronic tenders, such as WIC, SNAP, debit, and credit, can be rung up together and tendered separately.

Inventory Audit

The examination of food invoices or other proofs of purchase to determine whether a vendor has purchased sufficient quantities of authorized supplemental foods to provide participants the quantities specified on the eWIC benefit card redeemed by the vendor during a given period.

Invoice

A non-negotiable commercial instrument issued by a seller to a buyer. It identifies both the seller and buyer and lists, describes, and quantifies the items sold, shows the date of shipment, prices and discounts (if any), and delivery and payment terms.

Local Clinic

An agency that has a contract with the Department to provide WIC services such as eligibility determination, WIC benefit distribution, and nutrition counseling for participants.

Local WIC Liaison

The primary contact between the local WIC clinic and the retailer which assists the State WIC Vendor Management Unit in carrying out the vendor management policies and procedures in a fair and consistent manner.

Minimum Stock Requirement

The types, varieties, brands, and quantities of food vendor applicants and authorized vendors are required to keep in the customer area as specified in the WIC Vendor Handbook.

Multi-Function Equipment

Point-of-sale equipment obtained by a WIC vendor through commercial suppliers, which is capable of supporting eWIC and other payment tender types.

Necessary for Participant Access

A determination based on criteria and procedures established by the WIC Program to evaluate the availability of other authorized vendors in the same area and any geographic barriers to these vendors to ensure the lowest practicable food costs while ensuring adequate access. The determination of necessary for participant access is the sole discretion of the WIC Program and is not subject to appeal.

Not To Exceed (NTE)

FNS-approved cost containment methodology whereby WIC authorized vendors are subject to price limitations. For NTE items, payments to vendors are adjusted (reduced) to ensure the price paid for individual food items may be equal to but not in excess of the maximum, not-to-exceed price.

Ongoing Maintenance and Operational Costs

The transaction and service fees charged by the EBT contractor from time of authorization until termination of the Vendor Agreement.

Overcharge

A pattern by a vendor, either unintentionally or intentionally, of charging the WV WIC Program for more than the actual and legitimate cost of an accepted WV eWIC benefit card. The act of overcharge involves, but is not limited to, charging more than the shelf price of any food(s) selected on the date of purchase, charging WV WIC participants more than other participants are charged for the same foods, charging WV WIC for foods not selected during the purchase.

Participant

A person receiving WIC Program services. This includes a pregnant, breastfeeding, or postpartum woman, an infant, or child who has been certified by the local clinic as eligible to receive WIC approved food, nutrition education, and referrals to other health and nutrition services.

Pattern

The repetition of two or more specified sanctionable acts committed by a vendor during the course of an investigation or other, such as an inventory audit. NOTE: Not all sanctionable acts necessarily require a pattern to initiate sanction action by the WV WIC Program.

Primary Account Number (PAN)

The number that appears on the eWIC card.

Personal Identification Number (PIN)

A four-digit number set by the customer to maintain secure access to the food benefits via the eWIC card.

Price Look Up (PLU)

A four- or five-digit number defined by the International Federation for Produce Standards (IFPS). PLUs are used to identify products that are typically of variable measure.

Point-of-Sale (POS) Terminal

A computerized replacement for a cash register.

Rain Check/Due Bill

An agreement between a vendor and a participant to make food available at a later date in exchange for the vendor's immediate acceptance of the eWIC benefit card transaction. Rain checks or due bills are not permitted by the WV WIC Program and are sanctionable.

Recoupment

The sum of excess payments made to the vendor as a result of violations that is repaid to the WIC Program.

Relative

A person connected to the vendor by blood or marriage including spouses, parents, children, grandchildren, grandparents, brothers, sisters, aunts, uncles, nieces, nephews, first cousins, in-laws, stepparents, stepchildren, stepbrothers, and stepsisters. The relative may or may not reside in the same household as the vendor.

Routine Monitoring

A site visit to an authorized WIC vendor by a WIC Program Representative to verify stock levels, prices, and general compliance with WIC Program procedures.

Sanction

A penalty imposed by the State WIC Office because of a violation of West Virginia State Statutes, West Virginia Administrative Code, Vendor Agreement, and/or Vendor Handbook, and includes disqualification, recoupment, enforcement assessments, or civil money penalties.

Shelf price

The price that the WV WIC vendor charges cash participants or WV WIC participants for a particular food item. For WV WIC purposes, this price must be displayed on the food item, on the shelf on which the item is stocked, or in the area in which a food item is stocked. Under no circumstances may the price charged to WV WIC participants exceed this shelf price and/or the price charged to other customers.

Single-Function Equipment

POS equipment such as bar code scanners, card readers, PIN pads, and printers only capable of processing eWIC transactions.

SNAP

Supplemental Nutrition Assistance Program. The federal food stamp program assists eligible, low-income individuals to purchase a variety of food.

Special Medical Foods

Products that are specially formulated to provide nutritional support for a diagnosed medical condition when conventional food is not adequate.

Special Infant Formula

A formula approved by the State WIC Office for infants who have a special nutritional need.

Stand-Beside System

A non-integrated POS device not connected to the store cash register system. This device may be single-function or multi-function equipment.

State WIC Office (SWO)

The office that administers the West Virginia WIC Program, within the West Virginia Department of Health and Human Resources.

Substitution

The action by a vendor to allow a non-WV WIC approved food item and non-specified food item or a non-food to be purchased with the eWIC benefit card.

Universal Product Codes (UPC)

A specific type of bar code used to identify products sold by the WIC Vendor. Approved WIC food item codes are entered on the APL file.

USDA

The United States Department of Agriculture.

Vendor

A sole proprietorship, partnership, cooperative association, corporation, farmer, or other business entity operating one or more retail locations authorized by the state agency to provide approved food to participants under a retail food delivery system. Each location operated by a business entity constitutes a separate vendor and must be authorized separately from other stores operated by the business entity.

Vendor Authorization

The process by which the state agency assesses, selects, and enters into agreements with stores that apply or subsequently reapply to be authorized as vendors.

Vendor Class

The classification of WV WIC vendors into groups of similarly constituted vendors.

Vendor Handbook

The publication of the State WIC Office that describes the WIC program and program policies related to the provision of WIC approved food to participants, including program policies, periodic updates and amendments, applicable rules, and other requirements.

Vendor Peer Group

The classification of authorized vendors and vendor applicants into groups based on common characteristics or criteria that affect food prices for the purpose of applying appropriate competitive price criteria.

Vendor Portal

A website that provides an entry point to the vendor record maintained by the State WIC Office. Users may submit applications, update information and manage access to the portal for others.

Vendor Price Survey (VPS)

A form listing an authorized vendor's or vendor applicant's highest shelf prices for minimum stock requirements that is submitted to the State WIC Office to assess cost competitiveness, and referenced during monitoring to ensure accurate redemption requests.

Violation

Any intentional or unintentional actions of a vendor's current owners, officers, managers, agents, employees or representatives (with or without knowledge of management) which violates the vendor agreement or federal or state statutes, regulations, policies and procedures governing the WIC Program.

WIC or WIC Program

The Special Supplemental Nutrition Program for Women, Infants and Children. It is the federal program that provides funding to states for supplemental food, health care referrals, and nutrition education for low-income pregnant, breastfeeding and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk.

WIC EBT Operating Rules and Technical Implementation Guide

Documents created in collaboration with industry and state agencies that establish the technical rules and implementation guidelines for processing eWIC transactions. A copy of the documents is available at <http://www.fns.usda.gov/wic/ebt-guidance>

WIC Vendor Number

The unique number assigned by the State WIC Office at the time of vendor authorization to identify the business.

West Virginia WIC Program

The total of all local WIC clinics and the State WIC Office administrative units responsible for the operation and management of all WIC Program activities.

X9 Number

The unique financial industry standard number assigned at the time of initial authorization, which is used by the EBT system to validate the authorized WIC vendor and identify the vendor through the credit and debit market for payment purposes.

SECTION 1 – PROGRAM ADMINISTRATION

Vendor Agreement

The Agreement between the State of West Virginia and the vendor, as well as the obligations agreed to within it, is binding and contractual. Vendors are encouraged to contact the local WIC clinic or the State WIC Office (SWO) for clarification of any agreement terms and conditions or program policies and procedures.

The policies and procedures necessary to conduct the WIC Program at the local and state level are further described in the WIC Policy and Procedure Manual and the State Agency Plan of Operations and Administration. These can be found at dhhr.wv.gov/wic

The SWO informs authorized vendors of changes in program policies and procedures through notices and periodic updates. It is imperative the store and management emails are up to date as the majority of communication will be sent electronically.

Vendors are responsible for ensuring cashiers and other employees are advised of program changes. Vendors are responsible for any violations committed by their employees which affect WIC Program authorization.

Vendor Contract Period

Stores are authorized as WIC vendors for a period of up to three years. All vendor authorizations will expire on the last day of the month. Vendors are required to reapply for each three-year contract period. Expiration of a contract because a vendor fails to reapply for the next contract period is not subject to appeal.

The SWO may deny a reapplication for authorization for failure to comply with program requirements and may terminate or disqualify a vendor.

The SWO may reassess any authorized vendor at any time during the contract period. If a vendor fails to meet selection criteria the agreement will be terminated.

Authorization of a vendor shall terminate automatically upon a change of ownership.

eWIC Guidelines

The participants are issued eWIC cards that electronically access the participant's WIC account, which includes approved food types, quantities, and benefit expiration date.

The benefits of eWIC for participants and vendors include:

- Convenient and easy to use.
- Safer and more secure than paper checks.
- WIC benefits do not have to be purchased all at once.
- Cashiers are no longer responsible for checking whether or not a food is WIC-approved; the POS system will make those determinations automatically.

The following guidelines are intended to help administer eWIC.

Accepting eWIC Cards

The eWIC card provides access to approved food benefits and defines the recipient's benefit balance for a designated period of time. Unused benefits expire 30 days from the first date to spend in the benefit period; benefits are expunged from the card at 11:59 pm on the last date to spend.

Customers using eWIC may redeem food benefits over as many or as few transactions as desired until the benefit expiration date. Customers are not required to use all of their benefits.

All eWIC transactions must be processed by either swiping the eWIC card or manually entering the Primary Account Number (PAN). The eWIC card must be present during the transaction. Vendors are not permitted to ask for or enter the eWIC customer's Personal Identification Number (PIN). The customer must manually enter the PIN.

If an authorized vendor suspects that an eWIC card is being used improperly, the store should report such activity to the SWO with a Participant/Vendor Complaint form (see appendix C) or contact the Vendor Unit at 304-558-1115.

Emergency Procedures

Vendors shall inform the SWO, as early as possible, of any situation that negatively affects eWIC customers' ability to shop at an authorized vendor location. This includes, but is not limited to: equipment, technical, and electrical failures; natural disasters; flooding; public health emergencies; or any other adverse condition that significantly reduces the store's normal operating hours.

Cash Value Benefits (CVB)

Cash Value transactions are handled similarly to purchasing regular eWIC food. The difference is if the value of the fruit/vegetable exceeds the CVB balance, the eWIC customer may choose to purchase the excess by using other forms of tender (i.e., SNAP, credit, debit, gift card, or cash).

Vendors using a stand-beside device should not scan individual UPCs or PLUs for CVBs, but should instead select the CVB button and enter the dollar value for each item.

Discounts and Coupons

Discounts and coupons that provide a greater quantity or lower price for food items must be applied by the vendor when available. The following rules apply to the use of these:

- The eWIC customer may use cents-off coupon/internet applications/loyalty reward card on all approved WIC food.
- The dollar amount for the WIC food item must reflect all posted store specials, coupons, discounts, and other reduced prices extended to non-WIC customers.
- Store offers or coupons for free items or free ounces may result in the participant receiving more ounces than specified on the benefit beginning balance.
- The vendor must apply the discounts and/or coupons to the purchase transaction prior to requesting reimbursement through the eWIC card.

Transaction Receipts and Benefit Balance

Authorized vendors must provide a receipt for food purchased with an eWIC card. The receipt must, at a minimum, provide the following information:

- Store name and address
- Transaction date
- Products purchased
- Price charged for each product
- Benefit balance

Vendors should encourage the eWIC customer to keep the receipt for the remaining benefit balance.

Voided Transactions

A vendor may cancel the purchase of a single WIC food item, a method of payment, or the entire transaction at the eWIC customer's request. All rules of voiding transactions must be followed.

A void must be performed prior to completing the transaction and tendering WIC or prior to the next transaction. When this process is completed, the eWIC customer's benefits will be restored to the card.

A voided transaction cannot be used to return or provide a rain check/credit for WIC food.

Contact your POS system provider if you have any questions regarding the voiding or duplicate transactions procedure for eWIC transactions.

Lane Operations

During checkout, the UPC of each WIC food item being purchased with the eWIC card must be scanned. The only exception is CVB transactions using a stand-beside device.

Authorized vendors must allow a balance inquiry for eWIC customers either in-lane or at another identified location available to customers.

The eWIC customer must not be required to make a purchase in exchange for requesting a balance inquiry.

If your store does not process WIC in every lane, you must have signs in all lanes directing participants to the appropriate location (i.e. WIC is accepted in Lane 1). It is a violation of confidentiality to only label the lane processing eWIC.

Only one eWIC card may be accepted per transaction.

Exchanges and Refunds

Returns cannot be allowed for eWIC purchases, except to replace an item for the same brand, package size, and type of food when the original product is defective, spoiled, damaged or expired.

Vendors must allow the eWIC customer the option to exchange a recalled WIC food item for another brand of the same type and size, if the recalled brand is no longer available. However, if the manufacturer is offering a refund or rebate for the recalled product, WIC customers cannot be given cash.

The vendor cannot request additional payment for the same WIC food item provided in exchange of the same WIC food item. The exchange should not result in an additional eWIC card transaction.

The vendor cannot knowingly provide cash or other consideration to an eWIC customer for a return under any circumstance. The customer should be referred to the local WIC clinic for any problem experienced with the WIC food that had been prescribed.

eWIC Card Handling

Vendors must provide eWIC customers with the opportunity to enter the eWIC card PIN in a manner that prevents viewing by anyone other than the customer.

Any eWIC card found in the store or on store property, if left unclaimed for 24 hours, should be returned to the SWO by mailing the card to:

West Virginia WIC Program
350 Capitol Street, Room 515
Charleston, WV 25301

Damaged eWIC Cards

The vendor may manually key in the eWIC Primary Account Number (PAN) only one time if the card is damaged and won't scan. The vendor should refer the eWIC customer to the local WIC clinic for further assistance

If an eWIC card PIN is rejected after four entry attempts, the card will be locked. The vendor must advise the eWIC customer to contact the number on the back of the card for assistance in unlocking the eWIC card. Once the customer changes the PIN, the eWIC card will be unlocked after midnight.

Confidentiality

Vendors are not permitted to ask for personal information to transact an eWIC sale or to capture or use the information available from the eWIC transaction for building client files without the eWIC customer's knowledge and permission.

However, authorized vendors may use available information contained on the eWIC card, such as the Primary Account Number (PAN), to file a complaint against a customer who does not follow established WIC Program procedures.

Authorized vendors may not ask for an eWIC customer's driver's license, telephone number, address, Social Security Number, or any additional personal identifying information or information as might be requested with non-WIC transactions. The eWIC card and PIN are the only identifiers allowed to complete the eWIC transaction.

If a cashier must call for manager assistance, the cashier must not identify "WIC" when seeking this type of assistance.

Approved Product List (APL)

The APL contains UPCs and PLUs for each WIC-approved food item. On a daily basis, a current/updated APL is available for download to point-of-sale integrated systems and stand-beside devices.

Authorized vendors are responsible for ensuring that the most current version of the APL is available at all registers that process eWIC transactions.

Any item presented for purchase with an eWIC card must be scanned or entered during the transaction. Vendor personnel must use the eWIC device to determine if the item presented is eligible. Items not approved by the system should never be processed as part of the eWIC transaction.

If a WIC-eligible food item is not listed in the APL, authorized retailers may submit a UPC update request to the SWO for consideration (See Appendix E).

Minimum Stock Requirements

Grocery stores must meet minimum stock requirements at all times on the shelves or coolers in the customer area of the store. Stores with infant formula theft problems are encouraged to keep infant formula in a secure area. A notice of the location and prices must be posted in the area where the participant would expect to find the formula. Minimum stock must be maintained.

Vendors may request exemptions from minimum stock requirements from the Vendor Management Unit via an email to dhhrwicvu@wv.gov, by calling 304-558-1115 or submission via the website at <http://dhhr.wv.gov/wic>. A Minimum Stock Requirements Exemption approval is for a single store location and is for the indicated product(s) or food categories only. If a WIC customer or WIC staff member requests a contract infant formula, the requested product will be ordered at once. Every effort will be made to make the requested product available to WIC participants within 72 hours of the request.

If the item(s) will not be available within 72 hours of the request, the vendor must notify the Vendor Management Unit within 24 hours, so the participant access issue may be resolved. The minimum stock requirements for Class 1, Class 2, Class 3, Class 4, Class 5 and Class 6 are outlined in Policy & Procedure 8.11.

Vendors must provide food that is fresh and within its best by date or sell by date. Expired WIC food must be removed from the customer area of the store. The sale of infant formula after its expiration date is also prohibited by the Federal Food, Drug, and Cosmetic Act and West Virginia WIC Program.

WIC Supplies

WIC supplies are available to vendors free of charge to promote the WIC Program. Stores are required to have a copy of the Vendor Handbook (electronic or printed), the Cashier Training Manual and WIC Approved Shopping Guide (English and Spanish, if applicable). Other available supplies include: WIC

Approved shelf labels and door decals. Stores must use SWO provided mandatory materials. Shelf labels, door decals or other in-store WIC aides must be SWO provided materials, unless the design has been approved by the State Vendor Manager.

Ordering Additional Supplies

Additional supplies can be ordered by calling the Vendor Unit at 304-558-1115.

Vendor Portal

The Vendor Portal is a highly secure online WIC Vendor Management System. It will make reauthorization as well as applications for new stores easier. The SWO will provide a username and password for the primary contact. The West Virginia WIC Vendor Portal may be accessed at <https://www.wicvendor.wvdhhr.org>.

Vendor Updates

Information updates will be available on the WIC Program website at dhhr.wv.gov/wic.

Additional Vendor Resources

STATE WIC VENDOR MANAGEMENT UNIT
Office Phone: 304-558-1115
Email: dhhrwicvu@wv.gov

Peer Group Minimum Stock Requirements

Effective October 1, 2023, the minimum stock levels on the following pages are required of all authorized and applicant grocery vendors. An inability to obtain or continue to stock these minimum amounts and minimum varieties in any category at the store site may result in application denial, or in the case of authorized grocery vendors, sanctions or denial of reauthorization application. Refer to the West Virginia WIC Approved Shopping Guide for approved foods and approved packaging sizes. During the on-site inspection performed as part of the application or reauthorization process, or during routine monitoring, a State WIC representative will check your stock levels to ensure these minimum levels are present on the date of review. Per West Virginia WIC Policy & Procedure 8.11, vendors may request exemptions from minimum stock requirements for individual food categories or to a lower peer group minimum stock requirement based on the last 12 months of store redemptions.

Peer Group 1 Mass Merchandisers Minimum Stock Requirements

FOOD ITEM	MINIMUM STOCK REQUIRED
Contract Infant Formula:* <ul style="list-style-type: none"> • Similac Advance OptiGRO • Similac Sensitive for Fussiness and Gas • Similac Total Comfort • Similac Soy Isomil 	96 containers* <i>* Vendor must have one (1) representative container of each brand in either concentrate, ready-to-feed (RTF), or powder to meet the requirement.</i> <i>* Only contract formula is counted toward minimum stocking requirements.</i>
Infant Cereal: Three (3) varieties (flavors) of WV WIC Approved infant cereal	Fifteen (15) - 8 ounce boxes or plastic containers
Infant Fruits: Four (4) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. apple-banana) fruit without added sugars, starches, or salt (sodium)	Any combination of 48 single or 24 2-pack - 4 ounce jars or plastic containers
Infant Vegetables: Four (4) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. peas-carrots) vegetables without added sugars, starches, or salt (sodium)	Any combination of 48 single or 24 2-pack - 4 ounce jars or plastic containers
Infant Meats: Two (2) varieties (flavors) of WV WIC Approved infant food meat or poultry, with added broth or gravy, without added sugars or salt	Twenty (20) - 2.5 ounce jars or plastic containers
Milk: Five (5) types - Whole, low-fat (1%), fat free (skim), lactose free, and soy milk - in white or chocolate variety of WV WIC Approved milk	Sixteen (16) gallons total, any combination of gallons and/or half gallons. Must stock at least two different sizes
Yogurt: Two (2) varieties (flavors) of WV WIC Approved yogurt	Four (4) whole fat containers (any combination of sizes) <u>AND</u> Twelve (12) low-fat containers (any combination of sizes)
Cheese: Three (3) varieties (flavors) in sliced, shredded, or block form of WV WIC Approved cheese	Any combination of: <ul style="list-style-type: none"> • Ten (10) 8 ounce packages OR • Five (5) 16 ounce packages
Eggs: Any grade of any size WV WIC Approved white chicken eggs	Ten (10) dozen
Breakfast Cereal: Four (4) varieties of WV WIC Approved cereal	Twenty-four (24) boxes or bags* <ul style="list-style-type: none"> • Cold: 12 to 36 ounces • Hot: 11 to 36 ounces <i>*Two (2) varieties must be whole grain</i>
100% Shelf-Stable/Refrigerated Juice: Two (2) varieties (flavors) of WV WIC Approved juice	Twelve (12) - 64 ounce cans, plastic containers, or cartons
100% Frozen or Shelf-Stable Concentrate Juice: Two (2) varieties (flavors) of WV WIC Approved juice	Twelve (12) - 12 ounce frozen OR 11.5 ounce shelf-stable concentrate cans, plastic containers or cartons
Dried Beans: Four (4) varieties of WV WIC Approved dried beans, peas, or lentils or Canned Beans: Four (4) varieties of WV WIC Approved canned beans	Any combination of: <ul style="list-style-type: none"> • Eight (8) - 16 ounce packages of dried beans OR • Thirty-two (32) - 15 to 16 ounce cans
Peanut Butter: Two (2) varieties (e.g. creamy, crunchy, chunky) of WV WIC Approved peanut butter	Ten (10) - 16 to 18 ounce containers
Whole Grains: Four (4) varieties of WV WIC Approved whole grains (including: bread, buns, tortillas, pasta, oats and brown rice)	Sixteen (16) - packages* of WV WIC Approved whole grains <i>*Two varieties must be bread</i>
Fruits: Eight (8) varieties for three (3) different subcategories (canned, fresh and frozen) of fruit, without added sugars or ingredients <i>*Four (4) varieties must be fresh</i>	30 pounds of fresh <u>AND</u> 480 ounces of any combination canned or frozen OR \$30 retail value
Vegetables: Eight (8) varieties for three (3) different subcategories (canned, fresh and frozen) of vegetables without added sugars, fats or oils <i>*Four (4) varieties must be fresh</i>	30 pounds of fresh <u>AND</u> 480 ounces of any combination canned or frozen OR \$30 retail value

Vendors are strongly encouraged to stock as many varieties of WV WIC Approved foods as possible.

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Peer Group 2 National Grocery Chains Minimum Stock Requirements

FOOD ITEM	MINIMUM STOCK REQUIRED
Contract Infant Formula:* <ul style="list-style-type: none"> • Similac Advance OptiGRO • Similac Sensitive for Fussiness and Gas • Similac Total Comfort • Similac Soy Isomil 	72 containers* <i>* Vendor must have one (1) representative container of each brand in either concentrate, ready-to-feed (RTF), or powder to meet the requirement. * Only contract formula is counted toward minimum stocking requirements.</i>
Infant Cereal: Three (3) varieties (flavors) of WV WIC Approved infant cereal	Twelve (12) - 8 ounce boxes or plastic containers
Infant Fruits: Four (4) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. apple-banana) fruit without added sugars, starches, or salt (sodium)	Any combination of 32 single or 16 2-pack - 4 ounce jars or plastic containers
Infant Vegetables: Four (4) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. peas-carrots) vegetables without added sugars, starches, or salt (sodium)	Any combination of 32 or 16 2-pack - 4 ounce jars or plastic containers
Infant Meats: One (1) varieties (flavors) of WV WIC Approved infant food meat or poultry, with added broth or gravy, without added sugars or salt	Ten (10) - 2.5 ounce jars or plastic containers
Milk: Four (4) types - whole, Low-fat (1%), fat free (skim), lactose free or soy milk - in white or chocolate variety of WV WIC Approved milk	Twelve (12) gallons total, any combination of gallons and/or half gallons. Must stock at least two different sizes
Yogurt: Two (2) varieties (flavors) of WV WIC Approved yogurt	Two (2) whole fat containers (any combination of sizes) <u>AND</u> Six (6) low-fat containers (any combination of sizes)
Cheese: Three (3) varieties (flavors) in sliced, shredded, or block form of WV WIC Approved cheese	Any combination of: <ul style="list-style-type: none"> • Eight (8) 8 ounce packages OR • Four (4) 16 ounce packages
Eggs: Any grade of any size WV WIC Approved white chicken eggs	Eight (8) dozen
Breakfast Cereal: Four (4) varieties of WV WIC Approved cereal	Twenty (20) boxes or bags* <ul style="list-style-type: none"> • Cold: 12 to 36 ounces • Hot: 11 to 36 ounces <i>*Two (2) varieties must be whole grain</i>
100% Shelf-Stable/Refrigerated Juice: Two (2) varieties (flavors) of WV WIC Approved juice	Eight (8) - 64 ounce cans, plastic containers, or cartons
100% Frozen or Shelf-Stable Concentrate Juice: Two (2) varieties (flavors) of WV WIC Approved juice	Six (6) - 12 ounce frozen or 11.5 ounce shelf-stable concentrate cans, plastic containers or cartons
Dried Beans: Three (3) varieties of WV WIC Approved dried beans, peas, or lentils or Canned Beans: Three (3) varieties of WV WIC Approved canned beans	Any combination of: <ul style="list-style-type: none"> • Six (6) - 16 ounce packages of dried beans OR • Twenty-four (24) - 15 to 16 ounce cans
Peanut Butter: Two (2) varieties of WV WIC Approved peanut butter	Eight (8) - 16 to 18 ounce containers
Whole Grains: Two (2) varieties of WV WIC Approved whole grains (including: bread, buns, tortillas, pasta, oats and brown rice)	Eight (8) - packages* of WV WIC Approved whole grains <i>*One (1) variety must be bread</i>
Fruits: Six (6) varieties for three (3) different subcategories (canned, fresh and frozen) of fruit, without added sugars or ingredients <i>*Three (3) varieties must be fresh</i>	15 pounds of fresh <u>AND</u> 240 ounces of any combination canned OR frozen or \$25 retail value
Vegetables: Six (6) varieties for three (3) different subcategories (canned, fresh and frozen) of vegetables, including potatoes, without added sugars, fats or oils <i>*Three (3) varieties must be fresh</i>	15 pounds of fresh <u>AND</u> 240 ounces of any combination canned OR frozen or \$25 retail value

Vendors are strongly encouraged to stock as many varieties of WV WIC Approved foods as possible.

Peer Group 3 Regional Grocery Chains Minimum Stock Requirements

FOOD ITEM	MINIMUM STOCK REQUIRED
<p>Contract Infant Formula:*</p> <ul style="list-style-type: none"> • Similac Advance OptiGRO • Similac Sensitive for Fussiness and Gas • Similac Total Comfort • Similac Soy Isomil 	<p>48 containers*</p> <p><i>* Vendor must have one (1) representative container of each brand in either concentrate, ready-to-feed (RTF), or powder to meet the requirement.</i></p> <p><i>* Only contract formula is counted toward minimum stocking requirements.</i></p>
<p>Infant Cereal: Two (2) varieties (flavors) of WV WIC Approved infant cereal</p>	<p>Six (6) - 8 ounce boxes or plastic containers</p>
<p>Infant Fruits: Four (4) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. apple-banana) fruit without added sugars, starches, or salt (sodium)</p>	<p>Any combination of twenty (20) single or ten (10) 2-pack - 4 ounce jars or plastic containers</p>
<p>Infant Vegetables: Four (4) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. peas-carrots) vegetables without added sugars, starches, or salt (sodium)</p>	<p>Any combination of twenty (20) single or ten (10) 2-pack - 4 ounce jars or plastic containers</p>
<p>Milk: Three (3) types - whole, Low-fat (1%), fat free (skim), lactose free - in white or chocolate variety of WV WIC Approved milk <i>*No minimum stocking requirement exists for soy milk or yogurt.</i></p>	<p>Eight (8) gallons total, any combination of gallons and/or half gallons. Must stock at least two different sizes</p>
<p>Yogurt: Two (2) varieties (flavors) of WV WIC Approved yogurt <i>*No minimum stocking requirement exists for whole fat yogurt</i></p>	<p>Eight (8) low-fat containers (any combination of sizes)</p>
<p>Cheese: Two (2) varieties (flavors) in sliced, shredded, or block form of WV WIC Approved cheese</p>	<p>Any combination of:</p> <ul style="list-style-type: none"> • Six (6) 8 ounce packages OR • Three (3) 16 ounce packages
<p>Eggs: Any grade of any size WV WIC Approved white chicken eggs</p>	<p>Six (6) dozen</p>
<p>Breakfast Cereal: Four (4) varieties of WV WIC Approved cereal</p>	<p>Twelve (12) boxes or bags*</p> <ul style="list-style-type: none"> • Cold: 12 to 36 ounces • Hot: 11 to 36 ounces <p><i>*Two (2) varieties must be whole grain</i></p>
<p>100% Shelf-Stable/Refrigerated Juice: Two (2) varieties (flavors) of WV WIC Approved juice</p>	<p>Four (4) - 64 ounce cans, plastic containers, or cartons</p>
<p>100% Frozen or Shelf-Stable Concentrate Juice: One (1) variety (flavors) of WV WIC Approved juice</p>	<p>Three (3) - 12 ounce frozen or 11.5 ounce shelf-stable concentrate cans, plastic containers or cartons</p>
<p>Dried Beans: Two (2) varieties of WV WIC Approved dried beans, peas, or lentils or Canned Beans: Two (2) varieties of WV WIC Approved canned beans</p>	<p>Any combination of:</p> <ul style="list-style-type: none"> • Four (4) - 16 ounce packages of dried beans OR • Sixteen (16) - 15 to 16 ounce cans
<p>Peanut Butter: One (1) variety of WV WIC Approved peanut butter</p>	<p>Six (6) - 16 to 18 ounce containers</p>
<p>Whole Grains: Two (2) varieties of WV WIC Approved whole grains (including: bread, buns, tortillas, pasta, oats and brown rice)</p>	<p>Six (6) - Packages* of WIC Approved whole grains <i>*One variety must be bread</i></p>
<p>Fruits: Four (4) varieties for two (2) different subcategories (canned, fresh and frozen) of fruit, without added sugars or ingredients <i>*Two (2) varieties must be fresh</i></p>	<p>10 pounds of fresh <u>AND</u> 160 ounces of any combination canned OR frozen or \$20 retail value</p>
<p>Vegetables: Four (4) varieties for two (2) different subcategories (canned, fresh and frozen) of vegetables, including potatoes, without added sugars, fats or oils <i>*Two (2) varieties must be fresh</i></p>	<p>10 pounds of fresh <u>AND</u> 160 ounces of any combination canned OR frozen or \$20 retail value</p>

Vendors are strongly encouraged to stock as many varieties of WV WIC Approved foods as possible.

Peer Group 4 Local Grocery Chains Minimum Stock Requirements

FOOD ITEM	MINIMUM STOCK REQUIRED
<p>Contract Infant Formula:*</p> <ul style="list-style-type: none"> • Similac Advance OptiGRO • Similac Sensitive for Fussiness and Gas <p><i>*If a WIC customer or WIC staff member requests a contract formula not required in minimum stock - Similac Sensitive for Spit Up, Similac Total Comfort, and/or Similac Soy Isomil - the store has 72 hours to stock the product.</i></p>	<p>24 containers*</p> <p><i>* Vendor must have one (1) representative container of each brand in either concentrate, ready-to-feed (RTF), or powder to meet the requirement.</i></p> <p><i>* Only contract formula is counted toward minimum stocking requirements.</i></p>
<p>Infant Cereal:</p> <p>Two (2) varieties (flavors) of WV WIC Approved infant cereal</p>	<p>Six (6) - 8 ounce boxes or plastic containers</p>
<p>Infant Fruits:</p> <p>Two (2) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. apple-banana) fruit without added sugars, starches, or salt (sodium)</p>	<p>Any combination of twenty (20) single or ten (10) 2-pack - 4 ounce jars or plastic containers</p>
<p>Infant Vegetables:</p> <p>Two (2) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. peas-carrots) vegetables without added sugars, starches, or salt (sodium)</p>	<p>Any combination of twenty (20) single or ten (10) 2-pack - 4 ounce jars or plastic containers</p>
<p>Milk:</p> <p>Two (2) types - whole, low-fat (1%), or fat free (skim) - in white or chocolate variety of WV WIC Approved milk</p> <p><i>*No minimum stocking requirement exists for soy milk, lactose free milk, or yogurt.</i></p>	<p>Two (2) gallons of whole AND four (4) gallons of low-fat and/or fat free</p> <p><i>*No minimum stocking requirement exists for half gallons.</i></p>
<p>Yogurt:</p> <p>Two (2) varieties (flavors) of WV WIC Approved yogurt</p> <p><i>*No minimum stocking requirement exists for whole fat yogurt</i></p>	<p>Six (6) low-fat containers (any combination of sizes)</p>
<p>Cheese:</p> <p>Two (2) varieties (flavors) in sliced, shredded, or block form of WV WIC Approved cheese</p>	<p>Any combination of:</p> <ul style="list-style-type: none"> • Four (4) 8 ounce packages OR • Two (2) 16 ounce packages
<p>Eggs:</p> <p>Any grade of any size WV WIC Approved white chicken eggs</p>	<p>Four (4) dozen</p>
<p>Breakfast Cereal:</p> <p>Three (3) varieties of WV WIC Approved cereal</p>	<p>Nine (9) boxes or bags*</p> <ul style="list-style-type: none"> • Cold: 12 to 36 ounces • Hot: 11 to 36 ounces <p><i>*One (1) variety must be whole grain</i></p>
<p>100% Shelf-Stable/Refrigerated Juice:</p> <p>Two (2) varieties (flavors) of WV WIC Approved juice</p>	<p>Four (4) - 64 ounce cans, plastic containers, or cartons</p>
<p>100% Frozen or Shelf-Stable Concentrate Juice:</p> <p>One (1) variety (flavors) of WV WIC Approved juice</p>	<p>Two (2) - 11.5 ounce shelf-stable OR 12 ounce frozen containers</p>
<p>Dried Beans:</p> <p>One (1) variety of WV WIC Approved dried beans, peas, or lentils or</p> <p>Canned Beans:</p> <p>One (1) variety of WV WIC Approved canned beans</p>	<p>Any combination of:</p> <ul style="list-style-type: none"> • Two (2) - 16 ounce packages of dried beans or • Eight (8) - 15 to 16 ounce cans
<p>Peanut Butter:</p> <p>One (1) variety of WV WIC Approved peanut butter</p>	<p>Four (4) - 16 to 18 ounce containers</p>
<p>Whole Grains:</p> <p>Two (2) varieties of WV WIC Approved whole grains (including: bread, buns, tortillas, pasta, oats and brown rice)</p>	<p>Four (4) - Packages of WV WIC Approved whole grains</p>
<p>Fruits:</p> <p>Two (2) varieties of canned, fresh or frozen fruit, without added sugars or ingredients</p> <p><i>*One (1) variety must be fresh</i></p>	<p>6 pounds of fresh AND 128 ounces of any combination canned OR frozen or \$10 retail value</p>
<p>Vegetables:</p> <p>Two (2) varieties of canned, fresh or frozen vegetables including potatoes, without added sugars, fats or oils</p> <p><i>*One (1) variety must be fresh</i></p>	<p>6 pounds of fresh AND 128 ounces of any combination canned OR frozen or \$10 retail value</p>

Vendors are strongly encouraged to stock as many varieties of WV WIC Approved foods as possible.

Peer Group 5 Rural Independent Grocers and Peer Group 6 Isolated Independent Stores Minimum Stock Requirements

FOOD ITEM	MINIMUM STOCK REQUIRED
<p>Contract Infant Formula:*</p> <ul style="list-style-type: none"> • Similac Advance OptiGRO • Similac Sensitive for Fussiness and Gas <p><i>*If a WIC customer or WIC staff member requests a contract formula not required in minimum stock - Similac Sensitive for Spit Up, Similac Total Comfort, and/or Similac Soy Isomil - the store has 72 hours to stock the product.</i></p>	<p>12 containers*</p> <p><i>* Vendor must have one (1) representative container of each brand in either concentrate, ready-to-feed (RTF), or powder to meet the requirement.</i></p> <p><i>* Only contract formula is counted toward minimum stocking requirements.</i></p>
<p>Infant Cereal:</p> <p>One (1) variety (flavor) of WV WIC Approved infant cereal</p>	<p>Three (3) - 8 ounce boxes or plastic containers</p>
<p>Infant Fruits:</p> <p>Two (2) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. apple-banana) fruit without added sugars, starches, or salt (sodium)</p>	<p>Any combination of eight (8) single or four (4) 2-pack - 4 ounce jars or plastic containers</p>
<p>Infant Vegetables:</p> <p>Two (2) varieties (flavors) of WV WIC Approved single ingredient or combinations of single ingredient (ex. peas-carrots) vegetables without added sugars, starches, or salt (sodium)</p>	<p>Any combination of eight (8) single or four (4) 2-pack - 4 ounce jars or plastic containers</p>
<p>Milk:</p> <p>Two (2) types - whole, low-fat (1%), or fat free (skim) - in white or chocolate variety of WV WIC Approved milk</p> <p><i>*No minimum stocking requirement exists for soy milk, lactose free milk or yogurt.</i></p>	<p>One (1) gallon of whole <u>AND</u> three (3) gallons of low-fat and/or fat free</p> <p><i>*No minimum stocking requirement exists for half gallons.</i></p>
<p>Cheese:</p> <p>One (1) variety (flavors) in sliced, shredded, or block form of WV WIC Approved cheese</p>	<p>Any combination of:</p> <ul style="list-style-type: none"> • Two (2) 8 ounce packages OR • One (1) 16 ounce package
<p>Eggs:</p> <p>Any grade of any size WV WIC Approved white chicken eggs</p>	<p>One (1) dozen</p>
<p>Breakfast Cereal:</p> <p>Three (3) varieties of WV WIC Approved cereal</p>	<p>Six (6) boxes or bags*</p> <ul style="list-style-type: none"> • Cold: 12 to 36 ounces • Hot: 11 to 36 ounces <p><i>*One (1) variety must be whole grain</i></p>
<p>100% Shelf-Stable/Refrigerated Juice:</p> <p>One (1) varieties (flavor) of WV WIC Approved juice</p>	<p>Two (2) - 64 ounce cans, plastic containers, or cartons</p>
<p>Dried Beans:</p> <p>One (1) variety of WV WIC Approved dried beans, peas, or lentils or</p> <p>Canned Beans:</p> <p>One (1) variety of WV WIC Approved canned beans</p>	<p>Any combination of:</p> <ul style="list-style-type: none"> • One (1) - 16 ounce package of dried beans OR • Four (4) - 15 to 16 ounce cans
<p>Peanut Butter:</p> <p>One (1) variety of WV WIC Approved peanut butter</p>	<p>One (1) - 16 to 18 ounce containers</p>
<p>Whole Grains:</p> <p>One (1) variety of WV WIC Approved whole grains (including: bread, buns, tortillas, pasta, oats and brown rice)</p>	<p>Two (2) - 16 ounce packages of WV WIC Approved whole grains</p>
<p>Fruits:</p> <p>Two (2) varieties of canned, fresh or frozen fruit, without added sugars or ingredients</p>	<p>3 pounds of fresh OR 64 ounces of any combination canned or frozen OR \$8 retail value</p>
<p>Vegetables:</p> <p>Two (2) varieties of canned, fresh or frozen vegetables including potatoes, without added sugars, fats or oils</p>	<p>3 pounds of fresh OR 64 ounces of any combination canned or frozen OR \$8 retail value</p>

Vendors are strongly encouraged to stock as many varieties of WV WIC Approved foods as possible.

SECTION 2 – STORE VISITS

Store Visits by WIC Program Representatives

WIC Program representatives may come to your store at any time during the contract period. Reasons for conducting a store visit may include, but are not limited to:

- Random selection
- High prices
- High volume of WIC sales
- Analysis of eWIC redemption records
- Suspected failure to comply with program requirements
- Complaints received by the local WIC Clinic or SWO

There are several types of monitoring activities that may be conducted by the WIC Program Representative during a store visit.

Pre-Authorization Site Visit

This is a pre-scheduled site visit by a WIC Program Representative to determine if a WIC vendor applicant meets the eligibility requirements to become an authorized vendor. The WIC Program Representative verifies stock levels, prices, and general compliance with WIC Program selection criteria. A successful site visit will result in the vendor being authorized as a WIC vendor. Training is provided following the site visit or at a time when the owner and/or manager is available.

Routine Monitoring Visit

This is a site visit without prior notice at an authorized WIC vendor location by a WIC Program Representative. The visit is used to verify compliance with WIC Program rules and procedures.

During a monitoring visit, the WIC Program Representative will generally do the following:

- Ask to speak to the owner, manager, or head cashier (may ask to see identification for store personnel).
- Ask to review infant formula invoices to verify the distributors are included on the Approved Infant Formula Supplier list.
- Ask about any changes at the store such as changes in ownership, management, etc.
- Ask to see the Vendor Handbook. Each store must have one readily available.
- Verify that WIC Approved Shopping Guides are available. Each store must have one at each functioning cash register.
- Verify WIC Authorized Vendor door decals are posted on the entrance and can be seen from outside the store.
- Ask about in-store WIC training of new cashiers.
- Go through the store to see if the minimum stock requirement of WIC-approved food is available in the customer area of the store, the prices are posted on the foods or in close proximity to the foods, and foods are not outdated.
- Review use of shelf labels to identify all required food items.
- Observe the cleanliness of the store and whether coolers and freezers containing WIC-approved food are working properly.
- Ensure additional store advertising does not cover WIC decal or shelf labels.
- Discuss the results of the monitoring visit with the owner, manager, or head cashier. Training will be conducted when violations are noted to prevent reoccurrence.
- The WIC Program Representative will summarize the results of the monitoring visit in a follow-up letter. Any follow-up actions required of the WIC Program Representative or the vendor will be included in the letter.
- Ask if the vendor has any questions about the visit, customers, or about the WIC Program.

Compliance Investigations

A series of unannounced site visits based on high-risk indicators or random selection in which a WIC Program Representative verifies the vendor is correctly processing eWIC transactions by posing as a participant and conducting an eWIC card transaction at the checkout counter. The representative does not identify themselves to the vendor. Violations documented during the visits result in warnings, mandatory retraining, or sanctions, which may include disqualification and termination of the contract.

Inventory Audit

Authorized WIC Vendors are required to provide, in a timely fashion, all information requested by the SWO or its designee. This includes making available, upon the request of representatives of the SWO, the USDA, or the Comptroller General of the United States, any eWIC cards in the vendor's possession and all required inventory and accounting records for inspection and audit.

Vendor business records must be maintained for a period of three years. This includes all paper or electronic records used for state or federal tax reporting purposes and other WIC Program records including: inventory records showing all purchases for WIC-approved food and formula items, wholesale and retail, in the form of receipts, invoices, books of account, shelf price records, and other pertinent records.

All inventory purchase records for WIC-approved food or formula must contain the following in order to be accepted for audit purposes:

- Name and address of the supplier or wholesaler
- Name and address of the purchaser (if invoice supplied by a wholesaler)
- Date of purchase including month, day, and year
- List of the items purchased including size, stock number (if available), UPC number, quantity, and unit price
- Invoice payment type (e.g., cash, check, money order, credit card, ACH payment)
- Sales receipts for WIC food purchased at retail grocer (e.g., Walmart, Aldi, Kroger), for resale by the vendor, must include the name and address of the retail store, the date of purchase, description of the exact items purchased (e.g., 12 oz Total cereal), the unit price of items, and the total quantity purchased

The SWO may impose sanctions for violations of program requirements.

SECTION 3 – VENDOR TRAINING

Training Sessions Held by State WIC Office

The purpose of a vendor training session is to clarify program procedures. Training is required before initial authorization; when certain types of program violations are observed during a pre-authorization site visit, monitoring or compliance visit; and during vendor reauthorization. At the request of a vendor, SWO staff may also conduct additional training. Training sessions may be held at the store, at a site designated by the local WIC Clinic, virtually or at the SWO.

Annual Training

The SWO must provide training annually to at least one representative from each authorized vendor. If a vendor has completed reauthorization training during the current fiscal year (October 1 through September 30), the vendor is not required to complete annual training. Annual training may include a training newsletter, a self-paced training manual, and/or interactive training such as a training video or web-based training.

Reauthorization Training

Vendors are required to attend an interactive training at least every three years, prior to the start of a new contract period. Reauthorization training is conducted by the SWO and local WIC clinics. Training covers the purpose of the WIC Program, approved supplemental food, minimum stock requirements, requirement to purchase infant formula from approved suppliers, procedures for transacting and redeeming eWIC benefits, program violation sanctions, the complaint process, the claims procedure, the policy regarding incentive items, and changes to program requirements. Vendors who fail to attend reauthorization training will not be authorized for the new contract period and will need to reapply for authorization.

eWIC System Training

Integrated Systems

Vendors are responsible to contact the appropriate POS contractor for training to process eWIC transactions. Vendors are also responsible for training store employees to use the integrated system.

Stand-Beside Systems

Training for vendors using the stand-beside systems will be provided by the eWIC contractor during installation and testing of stand-beside equipment. Vendors are also responsible for training store employees to use the stand-beside system.

Training Managers and Cashiers

As part of the vendor-provided WIC training, managers and cashiers should be encouraged to do the following:

- Review the “eWIC Quick Tips for Managers and Cashiers” section of this Vendor Handbook.
- Review eWIC Quiz included on pages 20-21 of this Vendor Handbook.
- Review the WIC Approved Shopping Guide.
- Review store policies and procedures related to WIC transactions.
- Managers should read all sections of this Vendor Handbook carefully, as well as review all applicable federal and state policies and procedures.
- Review the Cashier Training Manual.

eWIC Quick Tips for Managers and Cashiers

Vendors must...

- Allow the eWIC customer to use another form of payment (cash, SNAP, credit, or debit, etc.) to pay the difference if the purchase price exceeds the dollar value balance for fruits and vegetables, or if the eWIC customer wishes to purchase additional items that are not covered on the eWIC card.
 - Allow the eWIC customer to use coupons and receive free items offered to all customers by the manufacturer or the vendor. For example:
 - If an eWIC customer presents a \$0.50 off coupon for a WIC-approved food item, the amount of the coupon should be deducted and WIC should be charged the discounted price.
 - If there is (a buy one, get one free) offer for a WIC-approved food item, WIC should be charged the cost of one of the items and the eWIC customer should receive the second item free of charge.
 - If there are any promotions with a store bonus club coupon, or other store offer and the WIC purchase meets the requirements, the eWIC customer should be given the promotion. For example, if there is a promotion to receive a free jar of peanut butter with \$20 purchase and the eWIC transaction is \$20 or more, the eWIC customer should receive the free jar of peanut butter.
 - Treat WIC customers with as much courtesy as other customers. The vendor agreement with the program requires it, and it's good for business.
 - Refer WIC customers with questions or concerns to store management.
 - Notify management if an eWIC card is left behind or found in the store. Management will return the card to the State WIC Office.
- **NOT** substitute unapproved food for approved food. WIC benefits are only good for the approved food items specified. For example, you cannot substitute Frosted Flakes for plain Corn Flakes.
 - **NOT** allow participants to return or exchange food purchased with WIC benefits for other food items.
 - **NOT** allow food purchased with eWIC to be returned for refunds. However, vendors may replace a defective or expired WIC food with the same product in the same dollar amount and quantity. If a WIC participant returns a food product that has been recalled, the replacement of the exact same brand may not be reasonable or possible.
 - **NOT** provide WIC participants "rain checks" or credit for future purchases. If your store is out of stock of a specific WIC benefit approved food item, the participant should be instructed to choose another approved food or return to the store at another time before the benefit expires to purchase the item.
 - **NOT** provide, under any circumstances, cash or other consideration to a WIC participant for the return of WIC food or in exchange for WIC benefits.

Vendor Training Materials

Vendors are responsible for the acts of their employees related to the WIC Program and for ensuring that all employees who process eWIC transactions are trained in the correct procedures. There are several educational materials and guidelines available to assist vendors in training activities. All may be reproduced or are available from the WIC Program.

Training materials may be accessed at dhr.wv.gov/wic. You may also order training materials by calling the Vendor Unit at 304-558-1115.

eWIC QUIZ

USE THE FOLLOWING INFORMATION TO ANSWER THE QUESTIONS BELOW.

Answers are on the opposite page.

Beginning Benefit Balance	
12 OZ	WIC cereal
4 GAL	Milk, 1%/skim, gallon
\$11.00	Fruits and vegetables
3 CTR	Juice, frozen or 48 oz
1 DOZ	Dozen eggs
2 GAL	Whole milk, lactose-free
4 CTR	12.4 oz Similac Advance

Benefits Start: 10/1/23 Benefits End Midnight: 10/31/23

QUESTIONS:

WHY WEREN'T THE FOLLOWING ITEMS ALLOWED ON AN eWIC PURCHASE WITH THE ABOVE BENEFITS AVAILABLE?

1. 1 gallon whole milk (red cap)
2. 1 box (14.5 oz.) Honey Bunches of Oats with Almonds
3. 1 container (64 oz.) apple Juicy Juice
4. Two \$6.00 watermelons (\$12 total)
5. 2 containers (12 oz.) Similac Sensitive
6. 2 containers (23.2 oz.) Similac Advance
7. 2 half-gallons Lactaid, Fat-free milk

ANSWER KEY:

WHY WEREN'T THE FOLLOWING ITEMS ALLOWED ON AN eWIC PURCHASE WITH THE BENEFITS AVAILABLE?

1. 1 gallon whole milk (red cap)

The food is not in the participant's benefit balance. Only 1% or skim milk is allowed or lactose-free whole milk.

2. 1 box (14.5 oz.) Honey Bunches of Oats with Almonds

There is only 12 oz. of cereal available on the participant's benefit balance.

3. 1 container (64 oz.) apple Juicy Juice

There are only 48 oz. containers available on the participant's benefit balance. Juicy Juice is not an approved WIC juice in West Virginia.

4. Two \$6.00 watermelons (\$12 total)

There is only \$11 of cash value benefits available. The participant would be responsible for paying the \$1 difference with another form of tender.

5. 2 containers (12.0 oz.) Similac Sensitive

The food is not in the participant's benefit balance. Only Similac Advance is allowed.

6. 2 containers (23.2 oz.) Similac Advance

Only 12.4 oz. containers are allowed for purchase with WIC benefits.

7. 2 half-gallons Lactaid, Fat-free milk

The food is not in the participant's benefit balance. Only lactose-free whole milk is allowed.

Note: eWIC customers with lactose-free milk on their benefit balance are able to purchase any of the following: three-quart (96 oz.), half-gallon, or quart size containers. They may use a combination of these sizes to equal the total number of gallons listed. (See the WIC Approved Shopping Guide for more information.)



SECTION 4 – AUTHORIZED VENDOR RIGHTS AND RESPONSIBILITIES

Authorized WIC vendors have specific rights and responsibilities as detailed in the WIC Vendor Agreement.

Vendors must keep a copy of the Vendor Handbook, Vendor Agreement, and other updated instructions from the State WIC Office and the local WIC clinic on file at the store. These materials must be available for store personnel to use.

Vendors must display a WIC Authorized Vendor decal in an area visible to customers outside the store.

Vendors must ensure that the current WIC Approved Shopping Guide is available to the cashier at each cash register or checkout lane. Additional copies are available through the State WIC Office.

Vendors must attach WIC Approved shelf label to the shelf price of all WIC Approved items except infant formula not required by minimum stock, whole milk, lactose-free milk, evaporated milk, powdered milk or fresh produce. Vendors may use the WIC Approved shelf label supplied by the State WIC Office or upon approval of design by State WIC Office integrate the WIC acronym into the shelf price tag and/or sale tag.

Training Personnel

Vendors are responsible to inform and train cashiers and other staff on program requirements. The vendor is accountable to ensure all employees who handle WIC transactions (cashiers) are trained on WIC redemption procedures. Personnel responsible for labelling shelves should be trained on the foods authorized by the State WIC Office.

Compliance with Federal, State, and Local Requirements

Vendors must comply with:

- WIC Program requirements specified in the Agreement, and the Vendor Handbook.
- Applicable federal, state, and local health protection laws and ordinances.
- Allowable uses of WIC acronym or facsimiles.

Services to Participants

Vendors must offer participants the same courtesies offered to other customers in accordance with equal opportunity guidelines. This includes money saving promotions like coupons, price matching, free ounces, discounted items, “buy one, get one free deals,” and reward programs.

Avoid violating participant civil rights laws by doing the following:

- Recognize cultural differences and your responsibility for treating people with respect. Be aware of language limitations or differences in their interactions.
- Prevent misunderstandings or legal challenges by avoiding touching, making sexual comments or inappropriate jokes when dealing with employees or customers.
- Make sure the store is accessible to people with disabilities, whether they are applicants for employment, employees, or customers.

Vendors should not contact participants outside of the store for any reason. Contact the local WIC clinic with participant-related questions or issues.

If a participant leaves an eWIC card in the store and it has not been claimed within 24 hours, the vendor should mail the card to:

West Virginia WIC Program
350 Capitol Street, Room 515
Charleston, WV 25301

Pricing

Vendors are required to:

- Provide the Vendor Price Survey to the State WIC Office upon request.
- Maintain reasonable prices consistent with prices indicated on the Vendor Price Survey, charged by other vendors in the same vendor peer group and redemption records.
- Display the prices of approved food either on the food, on the shelves in proximity to the food, or in the immediate area where the food is kept in the customer area of the store. Prices should be clearly printed.

Not-To-Exceed (NTE) Price

Authorized vendors are reimbursed for WIC-approved food purchased by eWIC customers. A reasonable price is determined based on the food item's category, subcategory, or UPC.

Authorized vendors whose prices are higher than established NTE prices will only be paid up to NTE reimbursement levels. A request for reconsideration of NTE reimbursement levels must be submitted to the State WIC Office for review.

Settlement reimbursements paid to authorized vendors shall be for the total dollar amount as approved by the WIC Program at the time of purchase. This amount represents the lesser of either the vendor's shelf price or the WIC Program's NTE price.

The NTE maximum does not permit vendors to routinely charge the NTE amount. Vendors must charge competitive prices comparable with the average price charged in their peer group and not exceed the posted prices and the prices charged to other customers.

Authorized vendors may be sanctioned for charging prices that exceed eligibility requirements.

Payment Adjustments

Payment adjustment requests must be submitted in writing to the State WIC Office EBT Coordinator within 30 calendar days of the original transaction date.

The request must include an explanation of the error, as well as the corrective action taken to prevent future occurrences.

Recordkeeping

Vendors must maintain inventory records used for federal tax reporting purposes and other program records the State WIC Office may require for a period of three years. Upon request, the vendor must make these available to representatives of the WIC Program, the Department, FNS and the Comptroller General of the United States, at any reasonable time and place for inspection and audit. These program records include: inventory records showing all purchases, wholesale and retail, in the form of invoices that identify the quantity and prices of specific WIC food, books of account, shelf price records, and other pertinent records.

Reporting Business Changes

Changes in Business Name, Corporate Officers, Managers, and Location

Vendors should immediately report to the State WIC Office any changes to the retail space (e.g., number of cash registers, cash register system, store square footage); operating hours: the business name; and corporate officers or managers by submitting a Retail Vendor Application Amendment Form to the Vendor Unit via email dhhwicvu@wv.gov or fax number 304-558-1541. See Appendix D.

Vendors should report a change in location at least 15 days prior to the move.

Change of Ownership or Closings

Vendors should immediately report a change of ownership (including changes in stockholders or members) and permanent or temporary store closings to the local WIC clinic and the Vendor Management Unit (304) 558-1115. All WIC business must cease at that location on the legal date of the change or closing. Some examples that may indicate a change of ownership include: new sole owner, partner, stockholder, or LLC member; asset purchase of a corporation or LLC; new FEI number; new WV Business License or taxpayer's number; new food dealer's license; retirement or death of a sole owner, partner, stockholder, or LLC member.

On the date of a change of ownership, the WIC vendor number and X9 number will be terminated. If any WIC transactions are conducted under the previous ownership after this time, that ownership will be operating without authorization and may be sanctioned.

Failure to Comply with Program Requirements

Authorized WIC vendors must agree to abide by the WIC Program's policies and procedures as stated on the West Virginia WIC Retail Vendor Application form, the Vendor Agreement, this Vendor Handbook, and other written notices. The obligations agreed to in the signed agreement are binding and contractual. The sanctions for program violations are found in Appendix A.

Authorized vendors should note that disqualifications from WIC are taken into account by SNAP and may result in a store losing authorization to do business under SNAP. Such disqualification may not be subject to administrative or judicial review under SNAP.

Appeal Process

The State WIC Office shall notify the vendor of the sanction by serving upon the vendor written notice by mail to the address of record with the WIC Program or by personal delivery.

A vendor applicant or authorized vendor desiring to contest the administrative assessment of forfeiture, recoupment, or enforcement assessment; a denial, suspension, or termination of authorization; or a suspension or termination of eligibility may request a hearing. The request shall be in writing and shall be received within 15 days following the vendor's receipt of State WIC Office notification of the sanction.

Appeals or abbreviated reviews may be requested by:

Mail
WV WIC Program
350 Capitol Street, Room 515
Charleston, WV 25301

In Person
WV WIC Program
350 Capitol Street, Room 515
Charleston, WV 25301

If the action being appealed involves the termination of the vendor agreement, the vendor may continue to participate in the WIC Program until the Department issues a final administrative decision. If the final administrative decision upholds the WIC Program allegations, the vendor may not continue to participate in the WIC Program pending judicial review, unless a stay of enforcement is ordered.

Reporting Participant Complaints and Fraud

Vendors shall notify the State WIC Office of instances when participants or eWIC customers have failed to comply with WIC Program requirements or are abusive to store personnel. For example, if a participant aggressively attempts to purchase unapproved food with WIC benefits, the incident should be reported to the Vendor Management Unit. Whenever possible, obtain the last four digits of the eWIC card number from the transaction. Complete the Vendor/Participant Complaint form in Appendix C or at <https://dhhr.wv.gov/WIC>. Attach any supporting documents (i.e., cash register transaction receipt, description of person complaint is against, and eyewitness reports) and forward to the Vendor Management Unit. The eWIC customer will receive additional training and may be disqualified from WIC if found to be abusing the Program.

Local WIC liaisons train participants about approved food and appropriate checkout procedures. If an item is not accepted for WIC payment, instruct the eWIC customer to contact the local WIC liaison for clarification. If the participant objects, obtain the participant's eWIC card number and report the incident to the local WIC clinic.

SECTION 5 - ASSURANCE OF CIVIL RIGHTS COMPLIANCE

WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC)

Assurance of Civil Rights Compliance

The State Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex (including gender identity and sexual orientation), or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the State Agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non--discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance. grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the State Agency, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the State Agency.

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APPENDIX A: Violations and Sanctions

MANDATORY FEDERAL SANCTIONS				
VIOLATION DESCRIPTION	CORRESPONDING SANCTION	INCIDENCE 1	INCIDENCE 2	INCIDENCE 3
Vendors convicted of buying or selling eWIC benefits for cash (trafficking); selling firearms, ammunition, explosives or controlled substances [as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)] in exchange for eWIC food benefits or cash value benefits	Termination of Vendor Agreement and Permanent Disqualification	Permanent Disqualification	N/A	N/A
Federal/USDA 246.12(l)(1)(vii) Vendor is disqualified from the Supplemental Nutrition Assistance Program (SNAP).	Termination of the Vendor Agreement and Disqualification for the same length of time as the SNAP Disqualification but may begin at a later date	Disqualification for the same length of time as the SNAP Disqualification	N/A	N/A
Federal/USDA 246.12(l)(i)(ii)(A) One incidence of buying or selling eWIC benefits or cash value benefits for cash (trafficking).	Termination of Vendor Agreement and 6-year Disqualification	6-year Disqualification	N/A	N/A
Federal/USDA 246.12(l)(i)(ii)(B) One incidence of selling firearms, ammunition, explosives or controlled substances [as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)] in exchange for eWIC food benefits or cash value benefits.	Termination of Vendor Agreement and 6-year Disqualification	6-year Disqualification	N/A	N/A
Federal/USDA 246.12(l)(i)(ii)(iii)(A) One incidence of sale of alcohol or alcoholic beverages or tobacco products in exchange for eWIC food benefits or cash value benefits.	Termination of Vendor Agreement and 3-year Disqualification	3-year Disqualification	N/A	N/A
Federal/USDA 246.12(l)(i)(ii)(iii)(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.	Termination of Vendor Agreement and 3-year Disqualification	WL	WL and MRT	3-year Disqualification
Federal/USDA 246.12(l)(i)(ii)(iii)(C) A pattern of vendor overcharges. Charging WIC customers more than non-WIC customers or charging more than the current shelf and/or sale price. This includes system programming inaccuracies.	Termination of Vendor Agreement and 3-year Disqualification	WL	WL and MRT	3-year Disqualification
Federal/USDA 246.12(l)(i)(ii)(iii)(D) A pattern of receiving, transacting, and/or redeeming eWIC food benefits or cash value benefits outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person.	Termination of Vendor Agreement and 3-year Disqualification	WL	WL and MRT	3-year Disqualification
Federal/USDA 246.12(l)(i)(ii)(iii)(E) A pattern of charging for supplemental food not received by the WIC participant.	Termination of Vendor Agreement and 3-year Disqualification	WL	WL and MRT	3-year Disqualification
Federal/USDA 246.12(l)(i)(ii)(iii)(F) A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for eWIC food benefits or cash value benefits.	Termination of Vendor Agreement and 3-year Disqualification	WL	WL and MRT	3-year Disqualification
Federal/USDA 246.12(l)(i)(ii)(iii)(iv) A pattern of providing unauthorized food items in exchange for eWIC food benefits or cash value benefits, including charging for supplemental foods provided in excess of those listed on the eWIC food benefits or cash value benefits.	Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	1-Year Disqualification
Federal/USDA 246.12(l)(i)(ii)(iii)(iv)(B) A pattern of providing prohibited incentive items to customers, other than items obtained by the vendor at no cost or the total value of multiple incentive items provided during one shopping visit does not exceed the less-than-\$2 nominal value limit.	Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	1-Year Disqualification

MANDATORY STATE SANCTIONS

VIOLATION DESCRIPTION	CORRESPONDING SANCTION	INCIDENCE 1	INCIDENCE 2	INCIDENCE 3
A pattern of a vendor failing to purchase infant formula from licensed wholesalers, distributors and retailers listed with the West Virginia WIC Program or from infant formula manufacturers registered with the Food and Drug Administration.	Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	1-Year Disqualification
A pattern of a vendor failing to remit payment for overcharges as requested by the West Virginia WIC Program. This includes return of reimbursement check issued for payment by the bank for insufficient funds.	Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	1-Year Disqualification
A pattern of a vendor refusing to allow WIC State Agency Representative the opportunity to review eWIC transactions or pertinent records, or fails to provide evidence of proofs-of-purchase (invoices) of WIC foods within 21 calendar days of the date of the request during investigations, or provided documentation is altered, incorrect or fabricated. <i>*Invoices or receipts to verify the purchase of WIC foods from an Approved Supplier/Distributor should be maintained for a period of the three (3) year Vendor Agreement.</i>	Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	1-Year Disqualification
A pattern of scanning (or manually entering) UPCs that are not affixed to authorized food items being purchased by the WIC customer.	Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	1-Year Disqualification
A pattern of a vendor issuing "rain checks" or due bills in exchange or in lieu of eWIC benefits.	Administrative Fine OR Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	\$400 Administrative Fine OR 1-Year Disqualification for second pattern established within consecutive 12-Month period.
A pattern of a vendor requiring other cash purchases or a minimum purchase as a condition to use eWIC benefits.	Administrative Fine OR Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	\$400 Administrative Fine OR 1-Year Disqualification for second pattern established within consecutive 12-Month period.
A pattern of a vendor contacting WIC customers to recoup funds for eWIC benefits not paid by WIC.	Administrative Fine OR Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	\$400 Administrative Fine OR 1-Year Disqualification for second pattern established within consecutive 12-Month period.
A pattern of a vendor requiring WIC customers to contribute cash or provide copayment on any portion of the total purchase amount of an eWIC transaction excluding overage of cash value benefits.	Administrative Fine OR Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	\$400 Administrative Fine OR 1-Year Disqualification for second pattern established within consecutive 12-Month period.
A pattern of a vendor limiting the choices and quantities of authorized food items listed on a customer's eWIC benefits card (i.e. not allowing participant to utilize entire food package, requiring purchase of a single brand when other WIC approved brands are available).	Administrative Fine OR Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	\$400 Administrative Fine OR 1-Year Disqualification for second pattern established within consecutive 12-Month period.
A pattern of a vendor providing cash or credit for the return of items purchased with eWIC benefits.	Administrative Fine OR Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	\$400 Administrative Fine OR 1-Year Disqualification for second pattern established within consecutive 12-Month period.
A pattern of a vendor allowing the exchange of authorized WIC foods for authorized foods other than the exact same brand and size.	Administrative Fine OR Termination of Vendor Agreement and 1-Year Disqualification	WL	WL and MRT	\$400 administrative fine OR 1-year Disqualification for second pattern established within consecutive 12-Month period.
A pattern of a vendor with integrated point of sale system inappropriately mapping or failing to map items to WIC cash value benefits.	Administrative Fine OR Termination of Vendor Agreement and 6-Month Disqualification	WL	WL and MRT	\$200 Administrative Fine OR 6-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of a vendor requiring WIC customers to provide identification.	Administrative Fine OR Termination of Vendor Agreement and 6-Month Disqualification	WL	WL and MRT	\$200 Administrative Fine OR 6-Month Disqualification for second pattern established within consecutive 36-Month period.

MANDATORY STATE SANCTIONS

VIOLATION DESCRIPTION	CORRESPONDING SANCTION	INCIDENCE 1	INCIDENCE 2	INCIDENCE 3
A pattern of a vendor refusing to allow WIC customers the same courtesies as offered to other customers, including but not limited to use coupons, [Buy One Get One Free offers], sales promotions, discount offers or store loyalty program. This does not include sale prices as vendors are required to charge WIC customers the sale price or be considered overcharging which is a federal sanction.	Administrative Fine OR Termination of Vendor Agreement and 6-Month Disqualification	WL	WL and MRT	\$200 Administrative Fine OR 6-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of a vendor misusing the WIC acronym or facsimiles in the name of the vendor or in advertising or other promotional materials.	Administrative Fine OR Termination of Vendor Agreement and 6-Month Disqualification	WL	WL and MRT	\$200 Administrative Fine OR 6-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of a vendor not displaying a "WIC Authorized" or similar shelf label within a section of the store, an entire food category, and/or on more than 25 approved WIC products.	Administrative Fine OR Termination of Vendor Agreement and 3-Month Disqualification	WL	WL and MRT	\$100 Administrative Fine OR 3-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of failing to display prices or clearly mark the prices for all WIC foods on the shelf, product or nearby area.	Administrative Fine OR Termination of Vendor Agreement and 3-Month Disqualification	WL	WL and MRT	\$100 Administrative Fine OR 3-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of failing to maintain the minimum variety and inventory of WIC approved foods and infant formula.*****	Administrative Fine OR Termination of Vendor Agreement and 3-Month Disqualification	WL	WL and MRT	\$100 Administrative Fine OR 3-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of allowing WIC Approved products to remain in the customer purchase area which is beyond manufacturer's expiration date.	Administrative Fine OR Termination of Vendor Agreement and 3-Month Disqualification	WL	WL and MRT	\$100 Administrative Fine OR 3-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of violating WIC customers' confidentiality.	Administrative Fine OR Termination of Vendor Agreement and 3-Month Disqualification	WL	WL and MRT	\$100 Administrative Fine OR 3-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of a vendor failing to provide WIC customers a printed receipt at the end of each eWIC transaction.	Administrative Fine OR Termination of Vendor Agreement and 6-Month Disqualification	WL	WL and MRT	\$100 Administrative Fine OR 3-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of a vendor failing to maintain and keep an up to date Approved Product List (APL) file within their point of sale system/device resulting in a WIC item not being able to be scanned/purchased.	Administrative Fine OR Termination of Vendor Agreement and 3-Month Disqualification	WL	WL and MRT	\$100 Administrative Fine OR 3-Month Disqualification for second pattern established within consecutive 36-Month period.
A pattern of a vendor displaying a "WIC Authorized" or similar shelf label on an unauthorized WIC food item.	Administrative Fine OR Termination of Vendor Agreement and 30-Day Disqualification	WL	WL and MRT	\$50 Administrative Fine OR 30-Day Disqualification for second pattern established within consecutive 36-Month period.
A pattern of a vendor with integrated point of sale system failing to provide WIC customers with a mid-transaction receipt.	Administrative Fine OR Termination of Vendor Agreement and 30-Day Disqualification	WL	WL and MRT	\$50 Administrative Fine OR 30-Day Disqualification for second pattern established within consecutive 36-Month period.
A pattern of failing to post the Authorized WIC Vendor door decal conspicuously facing the outside parking lot at each entrance to the store.	Administrative Fine OR Termination of Vendor Agreement and 30-Day Disqualification	WL	WL and MRT	\$50 Administrative Fine OR 30-Day Disqualification for second pattern established within consecutive 36-Month period.

MANDATORY STATE SANCTIONS				
VIOLATION DESCRIPTION	CORRESPONDING SANCTION	INCIDENCE 1	INCIDENCE 2	INCIDENCE 3
A pattern of failing to have WIC materials available in the store which includes current Vendor Handbook, Cashier Training Manual, and the WIC Authorized Shopping Guide at each cashier checkout station.	Administrative Fine OR Termination of Vendor Agreement and 30-Day disqualification	WL	WL and MRT	\$50 Administrative Fine OR 30-Day Disqualification for second pattern established within consecutive 36-Month period.
A pattern of failing to have at least one lane open during operating hours to process WIC EBT transactions.	Administrative Fine OR Termination of Vendor Agreement and 30-Day Disqualification	WL	WL and MRT	\$50 Administrative Fine OR 30-Day Disqualification for second pattern established within consecutive 36-Month period.
A pattern of failing to provide WIC customers a printed eWIC balance inquiry upon request.	Administrative Fine OR Termination of Vendor Agreement and 30-Day Disqualification	WL	WL and MRT	\$50 Administrative Fine OR 30-Day Disqualification for second pattern established within consecutive 36-Month period.

MANDATORY STATE SELECTION CRITERIA

SELECTION CRITERION DESCRIPTION	CORRESPONDING SANCTION
Vendor fails to notify the WIC Program with change of ownership or location or cessation of operations.***	Termination of agreement****
Vendor has conflict of interest with the WIC Program.	Termination of agreement****
Vendor is unable to process split tender for cash value benefits.	Termination of agreement****
Vendor fails to submit competitive prices on the vendor price survey.	Termination of agreement****
Vendor knowingly provides false information to the WIC Program.	Termination of agreement****
Vendor threatens and/or verbally abuses state/federal staff.	Termination of agreement****
Vendor refuses to permit state/federal personnel to perform onsite compliance monitoring.	Termination of agreement****
Vendor does not have a valid State of West Virginia business license to operate as a food retailer in West Virginia.	Termination of agreement****
Vendor fails to have a valid Public Health permit	Termination of agreement****
Vendor or authorized vendor representative fails to attend mandatory WIC training sessions as scheduled by the State Agency. This includes mandatory retraining, authorization training and/or annual training.	Termination of agreement****
Any activity by vendor officers, managers, employees or representatives which violates any provision of the Vendor Agreement not specifically addressed in this violation list will be considered a breach of contract.	Termination of agreement****
Vendor does not maintain or has a lapse in SNAP authorization.	Termination of agreement****

LEGEND

WL = Warning Letter

MRT = Mandatory Retraining at location designated by the State Office

Also subject to reimbursement for improperly redeemed eWIC food benefits and cash value benefits.

** State agency sanctions are based on a pattern of 2 or more violation incidences and may include disqualifications, civil money penalties assessed in lieu of Disqualification, or administrative fines.

***Vendor ceasing operation for any reason except due to temporary closure from casualty losses, natural disaster, or renovations for improvements.

****Termination of agreement does not include period of disqualification.

***** Out of date food items DO NOT count toward minimum stock

Disqualification includes termination of contract. In instances of disqualification as a result of SNAP disqualification, the WIC disqualification shall be for the same length as SNAP disqualification period but may begin later than the imposed SNAP disqualification.

A pattern of violations must be established in order for the State to impose a federal sanction. A pattern of violations is established by 2 or more instances of the same violation.

Second mandatory sanction. When a vendor, who previously has been assessed a sanction for any violation, receives another sanction for any one of those same violations, the State agency will double the second sanction. Civil money penalties may only be doubled up to the limits allowed.

Third or subsequent mandatory sanction. When a vendor, who previously has been assessed two or more sanctions for any violation, receives another sanction for any one of those violations, the State agency will double the third sanction and all subsequent sanctions. The State agency will not impose civil money penalties in lieu of disqualification for third or subsequent sanctions for violation(s).

APPENDIX B: VENDOR MATERIALS ORDER FORM

Shopping Guide _____ Qty
Description and color photos of WIC approved foods to assist cashiers and WIC customers.

Door Decal _____ Qty
Window Cling to be placed visible from the parking lot which identifies a store as an authorized WIC vendor.

Shelf Labels _____ rolls of 1,000
Tags designed to use on store shelving to identify WIC foods.

Vendor Handbook _____ Qty
Policies and Procedures Manual for WIC Vendor Operations in stores.

Cashier Training Manual _____ Qty
This training manual contains information about the WIC program.

Please fill out the form to receive free shopping guides, door decals, shelf labels and vendor handbooks.

Mailing Address for Vendor Materials

Name _____

Organization _____

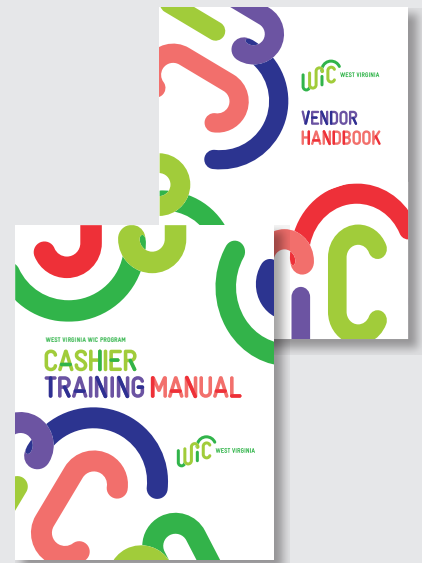
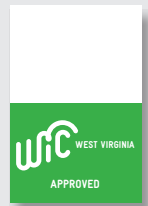
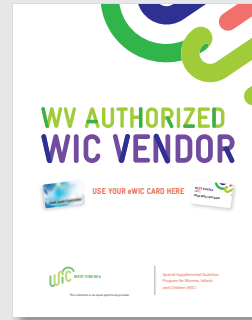
Address _____

City/State/Zip _____

Phone _____

This institution is an equal opportunity provider.

Revised 10/2023



Office of Nutrition Services
West Virginia WIC Program
Attention: Vendor Management Unit
350 Capitol St., Room 515
Charleston, WV 25301-2717

(P): 304-558-1115
(F): 304-558-1541

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APPENDIX D: RETAIL VENDOR APPLICATION AMENDMENT | West Virginia WIC Program

This form must be completed whenever a change occurs that affects the current agreement between the vendor and the State of West Virginia WIC Program. Examples of changes include a change in location, management or corporate officers. The completed form, when approved by the State WIC Vendor Management, becomes an amendment to the vendor agreement between the vendor and the State of West Virginia WIC Program. All other conditions of the vendor agreement remain the same.

This form may not be used when there is a change of ownership of an authorized WIC vendor. When a change of ownership occurs, the former owner must be terminated from the Program and the new owner must submit a complete Retail Vendor Application. Contact the State WIC Vendor Management Unit for the forms or apply online at www.wwicvendor.wvdhhr.org.

INSTRUCTIONS: Type or print using blue or black ink. Complete the "Current Information" section, the "Certification" section, and all sections that apply to the change. Submit the completed form to the WIC Vendor Management Unit, 350 Capitol St., Rm 515, Charleston, WV 25301.

SECTION I: CURRENT INFORMATION

Name Under Which Store is Doing Business (e.g., name on store signs)		Store Email	Vendor Number
Telephone Number of Store ()	Store Street Address	City	Zip Code

Check all that apply

- Change of store location Change in Corporate officers Change in name
 Change in manager(s) Prices remain the same or have been reduced Change in email
 Employees remain the same Individual trained in the rules and regulations of the WIC Program remains the same
 Other change (briefly describe): _____

New SNAP/FNS Authorization?

Yes No If YES, provide the new number: _____

New West Virginia Business License (Sales Tax)?

Yes No If YES, provide the new number: _____

New Federal Tax Identification?

Yes No If YES, provide the new number: _____

SECTION II: NAME CHANGE

New Doing Business Name and/or New Corporation, LLC, LLP, LP, etc.	Date of Name Change
--	---------------------

SECTION III: LOCATION CHANGE

New Store Address	Opening Date at New Location	Closing Date Old Location
P.O. Box	City	Zip Code
New Telephone Number of Store (if applicable)	Number of Cash Registers	

Store Email: _____

SECTION IV: CORPORATE AGENT OR OFFICER(S): If more than 4 members/officers updates, submit information on a separate page.

New Corporate Agent

New Corporate Officer(s)

Corporate Agent Name (First, Middle Initial, Last)	Telephone (if different from above) ()			
	Check one	Date of Birth	% Ownership	Effective Date
Full Name and Position Held (e.g., Name, President)	<input type="checkbox"/> New <input type="checkbox"/> Inactive			
Full Name and Position Held (e.g., Name, President)	<input type="checkbox"/> New <input type="checkbox"/> Inactive			
Full Name and Position Held (e.g., Name, President)	<input type="checkbox"/> New <input type="checkbox"/> Inactive			
Full Name and Position Held (e.g., Name, President)	<input type="checkbox"/> New <input type="checkbox"/> Inactive			

SECTION V: MANAGER(S) and/or Authorized Store Representatives: If more than 4 managers update, submit information on a separate page.

	Check one	Effective Date
Full Name (First, Middle Initial, Last) and position	<input type="checkbox"/> New <input type="checkbox"/> Inactive	
Full Name (First, Middle Initial, Last) and position	<input type="checkbox"/> New <input type="checkbox"/> Inactive	
Full Name (First, Middle Initial, Last) and position	<input type="checkbox"/> New <input type="checkbox"/> Inactive	
Full Name (First, Middle Initial, Last) and position	<input type="checkbox"/> New <input type="checkbox"/> Inactive	

SECTION VI: BUSINESS CONTACT INFORMATION

Person WIC Should Contact	Contact Person's Title	Contact Person's email address
Work Telephone Number ()	Cell Telephone Number ()	FAX Number ()

SECTION VII: CERTIFICATION

1. I certify that the information submitted on the form is accurate and complete. I affirm that I have authority to contract for the business. I understand that the terms and conditions agreed to in the original agreement remain unchanged.

Full Name and Title of Individual Completing this Form (Type or Print)

Last Name	First Name	Middle Initial	Title
SIGNATURE – Individual completing this form			Date Signed
Last Name	First Name	Middle Initial	Title
SIGNATURE – Corporate Officer or Authorized Individual			Date Signed

2. If the individual completing this form is not an owner, corporate officer, or other individual authorized to sign on behalf of the vendor, then the owner, manager or other individual authorized to sign on behalf of the vendor must sign below.

APPENDIX E: NEW UPC SUBMISSION REQUEST | West Virginia WIC Program

Provide all requested information. Include store's WIC vendor number, if applicable.

REQUESTOR INFORMATION	
Name	Requestor Telephone or Cell number ()
Title	
Business Name	WIC Vendor Number
Business Address	City, State, Zip Code

Attach a copy of the product label. It must include the product name, size, manufacturer, nutrition facts, and UPC bar code. Only products with a UPC code denoted on the container will be considered. Manufacturers must provide a list of stores where the product is available.

PRODUCT INFORMATION	
Food Item (Example: Milk, Cheese, Cereal, etc.)	Food Item Name
Brand	Package Size
UPC (Include All Numbers)	Manufacturer
Availability (Statewide or Regional)	Shelf Price

Send the completed form and label(s) via one of the following:

MAIL	FAX NUMBER	EMAIL ADDRESS
UPC Review West Virginia WIC Program 350 Capitol Street Room 515 Charleston, WC 25301	304-558-1541	dhrwicvu@wv.gov

FOR STATE OFFICE USE ONLY	
Date Received	Received By
Date Reviewed	Reviewed By
Decision	Denial Reason

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APPENDIX F: VENDOR RESIGNATION FORM | West Virginia WIC Program

Vendor Number:

Store Name:

Street Address:

City: State: Zip Code: County:

Phone: () Email:

The above-named vendor does hereby notify the West Virginia WIC Program of his/her intention to terminate participation as an active vendor and will not accept WIC benefits as of _____. The reason for termination is:

Vendor will not be able to accept eWIC benefits after the above date. Vendors must return all Point of Sale (POS) devices paid for by the WIC Program to the appropriate third party processor within 30 days after resignation.

Vendor Resignation will not be accepted as a means to avoid mandatory training, sanction point assessment, and/or disqualification. Further, any sanctions assessed to the vendor will remain with the vendor throughout the period of the current contract and will be reinstated and be part of the vendor's aggregate sanction point total should vendor regain authorization as a WV WIC Vendor within this aforementioned contract period.

Vendor Signature

Date

Bureau For Public Health
Office Of Nutrition Services
West Virginia WIC Program
Vendor Management Unit
350 Capitol Street, Room 515
Charleston, West Virginia 25301-3717

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