

WV Department of Health and Human Resources

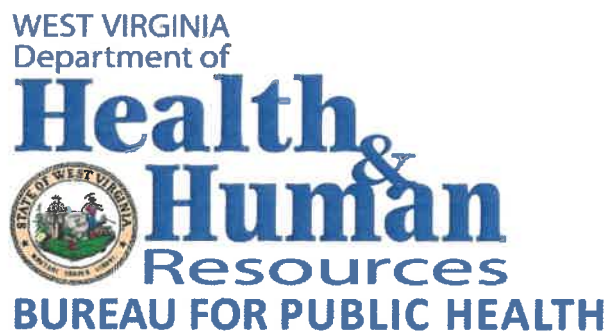
Bureau for Public Health

Office of Nutrition Services



VENDOR HANDBOOK

The Special Supplemental Nutrition Program for
Women, Infants and Children (WIC)



July 2019

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INTRODUCTION

The Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) provides nutrition counseling, breastfeeding support, health monitoring and nutritious supplemental foods to pregnant, postpartum and breastfeeding women, to infants, and to children up to the age of five. WIC has been improving healthy pregnancies and preparing kids to learn for over 40 years. WIC is not welfare. It is a short-term program designed to improve lifetime nutrition and health for everyone in the family. WIC provides services to 75% of our state's infants, one-third of all pregnant women, and one out four children between the ages of one and five. WIC is funded through the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) and is administered by the West Virginia Department of Health and Human Resources, Bureau for Public Health, Office of Nutrition Services, WV WIC Program.

For any questions, problems, or concerns involving any aspect of vendor operation or the WV WIC Program please contact a staff member of the WV WIC Vendor Management Unit at the following address, phone number, fax, or online.

West Virginia WIC Program
Attn: Vendor Management Unit
350 Capitol Street, Room 519
Charleston, West Virginia 25301-3717

Phone# (304) 558-1115 - Vendor Management Unit
Phone# (304) 356-4390 - Vendor Unit Coordinator
Fax # (304) 558-1541
E-Mail: dhrwicvu@wv.gov
Online: <http://ons.wvdhhr.org/Vendor/OnlineVendorInquiry>

For complaints against a WIC customer, contact via phone or email to: the local WIC clinic; the Vendor Management Unit; or submit a written complaint directly to the Vendor Unit by fax, mail or email. Please use the Participant/Vendor Complaint Form located on our website or in Appendix K of this handbook.

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

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal

Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

This institution is an equal opportunity provider.

I. VENDOR AUTHORIZATION

In West Virginia, WIC food is provided through a retail food delivery system in which participants purchase WV WIC approved food from participating local vendors. Selection criteria is applied to all vendor applications to select those vendors which can provide the required selection and quantity of WV WIC approved foods at the lowest price while meeting all other criteria.

In order for a vendor to be authorized to accept West Virginia eWIC, the following steps must be completed:

- (A) The prospective vendor must complete a Vendor Authorization Application (see Appendix A) and Vendor Price Survey (see Appendix B). The application will be reviewed for eligibility criteria, such as but not limited to, price competitiveness, indications WIC stocking requirements are met, appropriate business licenses, and WIC participant accessibility based on store location and hours of operation.
- (B) An applicant vendor's store must be physically located within the State of West Virginia to be considered for authorization. An application for a store located outside of West Virginia will not be accepted UNLESS an inadequate participant access situation exists or would result in relation to denial. It is the sole determination of the WV WIC Program as to whether or not an inadequate participant access situation exists or would be created by refusing consideration.
- (C) An applicant vendor must be a retail grocer to be considered for authorization. A WIC Only store is expressly prohibited for authorization. The applicant vendor must offer for sale on a continuous basis (on any given day) a variety of foods in each of the following staple food groups: meat, poultry or fish; bread or cereal; vegetables or fruits; and dairy. The vendor must have more than 50% of its food sales in non-WIC sales.
- (D) Provided the vendor meets the requirements of the preliminary application screening, a pre-authorization site visit will be performed by WV WIC Program Vendor Management Unit. Areas of review include, but may not be limited to, pricing, stock, appropriate business licenses, hours of operation (minimum of ten (10) hours per day, six (6) days a week), SNAP authorization, and sanitary conditions.
- (E) A vendor who complies with the Minimum Stock Requirements (see Appendix C), pricing requirements and all other fundamental requirements must then complete training for WV WIC Program policies and procedures; see the Training Checklist (Appendix D). At the discretion of the WV WIC Program, this training may be combined with the site visit or offered in a classroom setting with other vendors.

- (F) Once training has been completed, a six-month Vendor Probationary Agreement (see Appendix E) will be signed between the WV WIC Program and the vendor. At the end of the probationary period, a Vendor Agreement (see Appendix G) will be offered to those vendors who meet the minimum performance standards. The agreement will be for a period of time which ensures the agreement expires at the same time as other WIC authorized vendors in that Local Agency.
- (G) A WIC Vendor Agreement lists in detail each party's responsibilities. **THIS AGREEMENT IS NON-TRANSFERRABLE.** Any changes in ownership or sale of the business by the vendor will result in the agreement being terminated. After the transfer of business ownership, continued redemption of eWIC benefits will not be honored for payment. Should an authorized vendor relocate the actual business location and the current store is closed to business during the relocation for an extended period of (which will be determined at the discretion of the WV WIC Program), or, the relocation results in the vendor moving out of the immediate service area, the agreement will be terminated. **NOTE:** Changes in business structure (such as corporate reorganization) which does not cause an actual change of ownership will not constitute a change of ownership for WV WIC purposes.
- (H) A four (4) or five (5) - digit vendor code will be assigned to each vendor by the State WV WIC Office. This code will be unique to the individual store and will be used for identification purposes during the uninterrupted life span of the contractual agreement between the WV WIC Program and the vendor. This code will be assigned to the vendor upon initial authorization. As with the vendor agreement, the vendor code is nontransferable should a current vendor decide to resign as an authorized vendor, sell the business, or, any other action occurs which results in the termination of an existing agreement.
- (I) An applicant vendor must purchase WIC approved infant formula from a list of approved manufacturers, distributors, wholesalers and retailers provided by the WIC Program. If the source that the vendor normally purchases WIC approved infant formula from is not on the list, the vendor must contact the State WIC Program to verify that the source is approved.
- (J) The WV WIC Program must provide annual training to each authorized vendor. At least one representative of the store must participate in this annual training. This training may be interactive or it may consist of training video(s) or training newsletter. If annual training is provided by training video(s) or training newsletter, the State agency will allow the vendor thirty (30) days to view this material. The vendor will be required to confirm in writing on the Annual Training Roster (see Appendix H) that this training was provided. Failure to confirm training provided will subject vendor to sanction and potential disqualification and termination of vendor agreement.

The ability to act as an authorized vendor is a privilege earned through the vendor selection process and by providing nutritious WV WIC Approved foods in an efficient and effective manner. Continued eligibility will be based upon the vendor demonstrating the ability to comply with the rules and regulations of the WV WIC Program. WV WIC authorization is neither a license nor a right of business. Authorization for one agreement period does not confer property interest for any further period of consideration.

II. MANAGING eWIC IN YOUR STORE

In accordance with C.F.R. 246.12(h) (3) (xiii) the vendor is accountable for its owners, officers, managers, agents, and employees who commit vendor violations.

A. CHECK OUT PROCEDURE

- (1) The possession of the eWIC card is the only item required in order to perform a successful vendor transaction.
- (2) **OFFER THE WV WIC PARTICIPANTS A RECEIPT**
The register tape or adding machine tape must be offered to the participant. This includes the first receipt which prints from an integrated system. The first receipt should be provided to the customer PRIOR to their approval of the transaction. The participant may decline to take the receipt but the vendor must make the offer to comply with the proper eWIC acceptance procedures and avoid sanction point assessment.

IMPORTANT: Each WV WIC purchase requires the above two (2) step check out procedure. These steps ensure the nutritional integrity of the program is served, and, the vendor does not incur sanctions as a result of cashier action. ALL payment issues are between the WV WIC Program and the vendor, not the participant.

B. ACCEPTABLE "COURTESIES" TO WV WIC PARTICIPANTS

IMPORTANT: These courtesies must be extended if offered to other participants.

- (1) **MANUFACTURER "CENTS-OFF":** Must be accepted from a WV WIC participant in conjunction with a WV WIC purchase. All conditions of the eWIC benefit card must be met for a WV WIC Approved food that is designated on the participant's eWIC benefit card, and the item selected must be in the package size indicated on the eWIC shopping list.
- (2) **BUY ONE, GET ONE FREE:** WV WIC should be charged for the cost of the one item, that item must be a WV WIC Approved item that appears on the participant's eWIC shopping list. The participant then may receive the "free" item. If any tax is due on the "free" items, the participant will pay the tax, not WV WIC. The "free" item must not be counted as part of the WIC purchase and no charge for the "free" item shall be made to the WV WIC Program. If any amount is made to the WV WIC Program for the "free" item then this item becomes part of the WIC sale and the vendor is subject to sanction for providing more food than available on the eWIC benefit card.

- (3) **DISCOUNTED MERCHANDISE:** If a sale or discount benefit is offered to all customers then this benefit must be available to WIC customers during a purchase utilizing eWIC benefits. This includes discounted fresh produce or items close to expiration date.
- (4) **UTILIZING PRODUCT LOOKUP CODE (PLU) 4469 FOR FRESH PRODUCE:** Any variety of fresh whole, pre-cut or pre-chopped fruit and/or vegetables without added ingredients are allowed for purchase with eWIC cash value benefits. If an item does not have an assigned PLU or the Universal Product Code (UPC) is not currently in the integrated system file as WIC approved, the store may utilize PLU 4699 to process the transaction. The store should then report the product information to the Vendor Management Unit as outlined in Appendix O of this handbook.
- (5) **STORE PARTICIPANTS CLUB OR OTHER DISCOUNT CARD PROGRAM:** For vendors who provide these services to other participants, please be advised that WV WIC participants must be allowed the same privilege of using these “participants club” and/or “discount card” services during a eWIC transaction if they so desire. A participant may not be required to apply for nor use any participants club or discount card program if they do not choose to do so.
- (6) **INCENTIVES:** In accordance with Public Law 108-265, the WV WIC Program must approve all incentive items being offered by those vendors who have more than 50% of food sales from WIC transactions. Food or merchandise being offered by vendors must have a nominal value. The vendor must provide a list to the WV WIC Program of incentive items to be offered, the cost of each item, and documentation such as an invoice or similar document for approval. For incentive items of greater nominal value, the vendor must provide documentation that the item was provided to the vendor at no cost. The WIC State agency may contact the source stated on the invoice or similar document to verify the information.

There are three types of acceptable incentive items:

- a Food of nominal value and merchandise of nominal value, i.e., having a per-item cost of less than \$2.00;
- b Food sales, which involve no cost or only a nominal value for the vendor regarding the food items involved, and do not result in a charge to an eWIC benefit card for foods in excess of the foods listed on the benefit shopping list; or
- c Merchandise obtained at no cost to the vendor and provided to participants without charge, or sold to the participants at or above cost, subject to documentation.

C. UNACCEPTABLE COURTESIES TO WV WIC PARTICIPANTS

- (1) **SUBSTITUTIONS OF ANY KIND FOR THE DESIGNATED PRESCRIBED FOODS, PRESCRIBED BRANDS, PRESCRIBED FORM, OR SPECIFIED PACKAGE SIZES ARE NOT ALLOWED.** A major function of the WIC Program is to provide healthy nutritious foods to a specific segment of the population. The integrity of the WIC Program is ensured ONLY when the vendor accepts a WV eWIC benefit card for the foods designated as approved by the WV WIC Program. Vendor must allow only those food items specifically listed on the participant's eWIC shopping list or receipt. To allow purchase of any foods (or nonfood items) not specifically allowed is a violation of program regulations and will, upon confirmation, result in sanction assessment and possible disqualification.

The WV WIC Program routinely conducts compliance investigations to test vendor's ability to comply with the program's requirements. Two (2) types of substitution for which a vendor will be cited are Substitution within category and Substitution outside category.

- (2) **EXCHANGES AND/OR REFUNDS OF WV WIC PURCHASED FOOD ITEMS ARE NOT ALLOWED.** There may be occasions when a WV WIC participant requests that a vendor exchange food items for another food item or product or to refund the purchase price of a food item that was purchased with an eWIC benefit card; the vendor MUST refuse to allow the exchange or refund. The participant should be referred to the Local Agency (listed on the participant's identification folder) for correction of any problem the participant is experiencing with the WV WIC food that has been prescribed.

IMPORTANT: The above action is different than allowing the replacement of a WV WIC food item that is discovered to be spoiled, defective, or damaged (and was not purchased through a discounted merchandise transaction). Pursuant to Federal Regulations, the replacement of spoiled, defective, or damaged WV WIC food with the exact same food, which is fresh and undamaged, is ALLOWED.

- (3) **RAIN CHECKS OR THE USE OF THE eWIC BENEFIT CARD AS A DUE BILL ARE NOT ALLOWED.** There may be occasions when a WV WIC customer requests a rain check for items listed on an eWIC benefit card that were not in stock at the time of the original WIC purchase. In addition, a store may have a procedure in place in which a customer may get food or other items now and settle the bill at a later date. This procedure may be commonly called a "due bill" or allowing a "credit account". Neither of these practices is permissible with an eWIC purchase. Vendors should always consider an eWIC transaction to begin once the customer presents selected food at the counter, and to end once the eWIC benefit card has been used, and the customer accepts or declines the sales receipt.

- (4) SCANNING ANY UPC CODE NOT AFFIXED TO THE ACTUAL ITEM BEING PURCHASED.** WIC participants must receive the food item which corresponds specifically to the UPC code scanned by the vendor during the transaction. Vendor is prohibited from scanning any UPC code that is not affixed to the actual item being purchased by the WIC participant, or any UPC code as a substitute, replacement or otherwise not actually affixed to the actual item being purchased by the WIC participant.

IMPORTANT: Vendor must assure the price of a product/UPC code scanned, and reflected on the receipt or redemption record, by the integrated system or POS device is not greater than the price displayed on the package, container, shelf or other sign in the store for the purchased item. This may be verified by a Department representative scanning the actual UPC code affixed to a WIC approved item and comparing that price to the price marked on the package, container, shelf or other signage of that same item. Vendor is responsible for updating price changes in the integrated system or POS device including, but not limited to, changes due to sales or other promotions.

Ultimately, an Authorized WIC Vendor must accept food instruments and redeem WIC food benefits in accordance with the procedures as set forth in the most recent publication of the WV WIC Program Vendor Handbook, and Vendor Agreement, including any revisions or supplement issued by the Department.

III. CASH VALUE BENEFITS (CVB)

A. HOW TO ACCEPT AND REDEEM CASH VALUE BENEFITS

Cash Value transactions are to be handled by WV WIC vendors in essentially the same way as regular WIC food benefits. There is a dollar amount noted which designates the quantity of fresh fruits and vegetables which may be purchased with eWIC benefits. Vendors are encouraged to consult their WV WIC Approved Food Guide to make sure the fruits and vegetables selected are WV WIC Approved.

Unlike other WIC benefits, should the amount of the CVB exceed the amount available on the eWIC benefit card, the WIC customer must be permitted to pay the difference; vendors may request co-payment and sales tax from the participant for the remaining amount.

IMPORTANT: Per United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) Operating Rules for Women, Infants and Children (WIC) Electronic Benefits Transfer (EBT), Section 4.7.3.1, vendors shall support the capability to perform split tender processing for cash value benefit. Cash value benefit split tender refers to a single cash value benefit food item (i.e. fresh produce) being redeemed in part using WIC cash value benefit, and in part using one or more additional methods of payment.

B. ELIGIBLE FRUITS AND VEGETABLES

The following fruits and vegetables may be purchased with WIC CVB:

Fruits – Any variety of fresh, whole, pre-cut or pre-chopped fruit without added sugars, flavoring, fat, oil, dips, dressing, croutons, or nuts. This includes packaging in single serve options, bags, plastic containers or boxes. For example, whole watermelon, cut watermelon, wrapped fruit, fruit platters containing only fruit, and individual fruits. WIC participants may also select more than one type of fruit to purchase with Cash Value Benefits.

Vegetables - Any variety of fresh, whole, pre-cut or pre-chopped vegetables, without added sugars, sodium, flavoring, dips, dressing, croutons, nuts, fat or oil. This includes packaging in single serve options, bags, plastic containers or boxes. For example, whole cucumbers, cut cucumbers, wrapped vegetables, vegetable platters containing only vegetables, and individual vegetables. WIC participants may also select more than one type of vegetable to purchase with Cash Value Benefits.

C. INELIGIBLE FRUITS AND VEGETABLES

The following fruits and vegetables may NOT be purchased with WIC CVB:

Fruits – No variety of canned, frozen or dried fruit. Pre-packaged fruit in their own juice (i.e. Dole Naturals, Dole Fruit Bowls, etc.). No juice, jams, jellies, or fruit spreads. No

ornamental fruits such as painted pumpkins or edible blossoms; No fruit baskets or fruits from the deli/salad bar; No fruit muffins or baked goods; No fruit/nut mixtures.

Vegetables – No variety of canned, frozen or dried vegetables; No juice, No pickled vegetables or olives (i.e. pickles, sauerkraut, etc.); No catsup (or ketchup), salsa, chutney, guacamole, pasta sauce or other condiments; No herbs or spices; No soups; No ornamental vegetables such as chilies on a string, gourds or edible blossoms; No vegetable baskets or vegetables from the deli/salad bar; No vegetable muffins or baked goods; No creamed, sauced or breaded vegetables.

D. VENDOR SANCTIONS INVOLVING CASH VALUE BENEFITS

Other than the notable exceptions of requesting co-payment and adding sales tax to a benefit transaction, vendors involved in a Cash Value transaction are subject to the same sanction assessment for violating WV WIC Program requirements such as but not limited to:

1. **SUBSTITUTION:** a vendor who allows non-approved fruits and/or vegetables, allows food items other than fruits and/or vegetables, or allows non-food items.
2. **TRAFFICKING:** a vendor who engages in practice of accepting eWIC benefit card in exchange for money, goods and other services instead of for the intended purpose of the eWIC benefit card.
3. **OVERCHARGE:** a vendor who charges more than the actual cost of the approved foods on the eWIC benefit card.
4. **DENIAL OF SPLIT TENDER:** a vendor who is unable or unwilling to permit the WIC customer to exceed the amount available on the eWIC benefit card, and accept co-payment and sales tax from the customer for the remaining amount.

IMPORTANT: Following a sanction for denial of split tender, an authorized vendor will be offered 90 days to secure integrated system capability to perform split tender processing for CVB or the Vendor Agreement will be terminated. Vendor applicants must display WIC EBT and CVB split tender capability at the pre-authorization site visit or applicant will be denied.

IV. HOW WV WIC IS MONITORED

A. ROUTINE MONITORING BY AN IDENTIFIED WV WIC REPRESENTATIVE

Routine monitoring visits are made to reinforce the training given to all WV WIC vendors for the purpose of assisting them in program compliance and to ensure that the nutritional goals of the program are met. Routine monitoring visits may be conducted by an identified representative of the federal, state or local WIC Agency. Vendors are required to cooperate with the WIC Representative during the routine monitoring visit. Visits may not be announced in advance, but the WV WIC representative will inform the store manager or other member of the managerial staff of his/her presence at the time of the visit. WV WIC participants that shop in the store may be questioned to determine if there are any problems.

Routine monitoring might include, but is not limited to:

Checking for required variety and quantity of WV WIC approved foods being on shelf and in stock;

Checking WV WIC approved foods for freshness;

Checking the sanitary conditions;

Obtaining or validating shelf prices;

Observing eWIC transactions;

Reviewing employee training procedures;

Interviewing manager and/or employees;

Confirming that the required presence of WV WIC materials are available in store: current copy of vendor agreement, current WV WIC Program Shopping Guide (and/or Cashier's Guide) at each checkout site, current WV WIC Vendor Handbook, and WV WIC decals or WV WIC posters are located in a clearly visible area near entrance;

Examining a vendor's stock purchase records (wholesaler/supplier invoices) throughout the course of the vendor agreement to confirm frequency and amounts of WV WIC approved food purchases (Inability or refusal of vendor to provide the appropriate inventory evidence of availability of WV WIC food within the current contract period will result in sanction);

Conducting an educational buy to test if vendor is conforming to proper checkout procedures or if scanner problems exist;

Conducting an Inventory Audit to verify the store's food invoices or other proofs of purchase have been in sufficient quantities to provide participants the quantities of WV WIC foods as indicated by eWIC benefits redeemed.

B. COMPLIANCE MONITORING: BY AN UNIDENTIFIED WV WIC REPRESENTATIVE

Unidentified WV WIC representatives posing as a participant, parent or caretaker of an infant or child will conduct covert, on-site compliance buys on vendors or child participant to assure that authorized WV WIC vendors are complying with State and Federal regulations and policies. The WV WIC representative will not reveal that he or she is a program representative during this visit. Failure(s) by the vendor to comply with the checkout requirements, WV WIC Program regulation and policies, and eWIC benefit card redemption procedures during the covert buy as well any other USDA and/or result in sanction(s).

WV WIC vendors will be monitored closely for violations, which may include but are not limited to:

Accepting an eWIC benefit card for unauthorized food within categories on WV WIC Program Approved Food List;

Accepting an eWIC benefit card for unauthorized food, items, or services outside the approved categories on WV WIC Program Food List (and/or Cashier's Guide);

Charging the WV WIC Program more than actual shelf/individual/sale prices;

Continuing to accept eWIC benefits but refusing to stock required food;

Limiting the choice of allowable food(s), when selection meets the WV WIC Approved Food List (see Appendix I), due to price (Vendor requires purchase of less expensive brand of food);

Attempting to compel participant or proxy to contribute payment on a valid eWIC purchase; Exception: WIC participants will be responsible for paying remaining balance on a Cash Value Benefit when the total purchase exceeds the maximum amount listed on the eWIC benefit card;

Compelling the purchase of all items loaded on eWIC benefit card;

Discriminating against WV WIC participants;

Providing cash or credit for acceptance of an eWIC benefits in lieu of authorized food or providing monies to participant;

Charging the WV WIC Program for food not received by investigator;

Providing the State Agency with inventory having incorrect prices or false information;

Charging the WV WIC Program more for food than other participants are charged for the same food;

Issuing a rain check and/or due bill on an accepted eWIC transaction;

Allowing the purchase of WV WIC food which is beyond the expiration date of food;

Not allowing same courtesies (i.e., store discount cards, etc.) to WV WIC participants that are provided to other participants.

C. STATE OFFICE FUNCTIONS RELATED TO VENDOR COMPLIANCE & MONITORING

In addition to on-site monitoring visits to individual vendors, many activities are performed at the state WV WIC Office, which are directly related to vendor performance and to ensure that the rules and regulations are being followed:

Keeping vendors informed of changes, updates, clarification of existing policies, or, implementation of new policies via the vendor newsletter "WIC'r BASKET";

Providing interactive vendor training prior to initial authorization and at least once every three (3) years prior to the expiration of their existing vendor agreement;

Maintaining a monthly training date in the Charleston, West Virginia area for all new vendor applicants, any interested authorized vendor, and vendors who require training due to commission for vendor actions, which have been deemed a detriment to the Program's goals.

Providing the vendors with training material to share with their employees, to educate and instruct them in proper WIC procedures;

Serve as an informational contact source for vendors about any aspect involving vendor's WV WIC responsibilities. Vendors should contact the Vendor Management Unit whenever they have a question, concern, suggestion, problem, need clarification on policy, or any issue not covered in this manual;

Making sure any vendor comment or complaint, in regard to participant action while on WV WIC business, is forwarded to the proper personnel for investigation and if necessary, appropriate sanction. Vendors should be aware that participants are also required to follow specific rules in the spending of a WV eWIC benefit card. A conscious attempt to substitute prescribed items and hostile behavior are sanctionable offenses for participants.

V. WV WIC PROGRAM SANCTION POLICY

A) USDA MANDATED SANCTIONS

Effective May 17, 1999 USDA amended the federal regulations governing the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) to mandate uniform sanctions across State agencies for the most serious WIC Program vendor violations. All State agencies are required to fully implement the provisions of this rule no later than May 17, 2000. The implementation of these mandatory sanctions is intended to curb vendor-related fraud and to promote both the WIC Program and the SNAP coordination in the disqualification of vendors and retailers who violate Program rules. All of these mandated sanctions have been incorporated and identified in the WV WIC Program's Vendor Sanction Listing. While most of the mandatory sanctions require a pattern of abuse by a vendor to be documented prior to disqualification, some violations are considered so serious that they will result in disqualification for a first time offense. Furthermore, previous federal regulations limited the disqualification period for a WIC vendor to three (3) years, now vendors may be disqualified for a period of one (1) year up to a permanent disqualification. Vendors should carefully read the sanction listing in Appendix J of this Handbook to have a clear understanding of the sanction penalties.

The WV WIC Program is required by Section 203(c)(5) of the Child Nutrition and WIC Reauthorization Act of 2004, Public Law 108-265, to notify vendors of the initial violation detected during a compliance buy, for those determinants that require patterns of occurrences, unless the notification would compromise the investigation. The WV WIC Program will review each compliance buy and make a case-by-case decision as to whether notification would compromise the investigation and notify vendors accordingly.

B) WV WIC PROGRAM ADMINISTRATIVE SANCTIONS

In addition to the federally mandated sanctions, the WV WIC Sanction Listing contains sanctions or mandatory training, for vendor actions, which have been deemed a detriment to the Program's goals. Violations of WV WIC Program rules and regulations will result in the assessment of sanction points, WV WIC Program Vendor Sanction Listing (see Appendix J) against the vendor's record. The sanction assessments will accumulate during the period of the vendor's agreement. As points are accumulated the following will occur:

From Ten (10) points to Twenty-nine (29) points - a warning letter will be sent and the vendor will be required to attend training.

Thirty (30) points and above - the vendor will be disqualified from participation as an authorized WV WIC vendor for a period of one (1) year. The disqualification period will start from the date the disqualification penalty is imposed.

Violations of the rules and regulations are assessed varying points. Certain violations are of such a nature that a thirty (30) point assessments on a first incident thereby

resulting in the immediate disqualification of a vendor. Vendors should familiarize themselves as well as their agents, representatives, and employees with these assessments to ensure that the consequences of actions related to the WIC Program will be understood. Participants are also required to follow WIC rules and regulations. If a vendor has a complaint regarding a WV WIC participant, the Participant/Vendor Complaint Form (Appendix K) should be completed and mailed to the State WV WIC Office;

Sanction point assessment may be assessed in one of three ways:

- 1) As a result of violation(s) noted during compliance buy;
- 2) As a result of violation(s) noted during routine monitoring visit;
- 3) As a result of a vendor not complying with administrative requirements, including but not limited to such violations as failure to attend mandatory training, not providing correct information, not providing stock invoices, etc.

Violation points assessed from each of the above three ways are added together to give the total amount of sanction points that a vendor has accumulated within a specific agreement period. If a vendor has received ten (10) sanction points due to violations noted during a monitoring visit, plus, at a separate monitoring visit or compliance visit the vendor is assessed another ten (10) points, then the vendor would have accumulated twenty (20) points.

Disqualification:

Notice of a vendor's disqualification from the WV WIC Program will be forwarded to SNAP and may be grounds for disqualification from SNAP. Disqualification from SNAP is based in whole or in part on any act committed by a vendor, which not only constitutes a violation of the WV WIC Program's regulations but is also a violation of SNAP regulations. Disqualification from SNAP as a result of disqualification from the WV WIC Program is not subject to appeal under SNAP.

Vendors sanctioned, assessed a civil money penalty and/or disqualified from SNAP may also be disqualified from the WV WIC Program for the corresponding time. In addition, pursuant to C.F.R. 246.12(h) (3) (xx) a vendor who commits fraud or abuse in the Program is liable to prosecution under applicable federal, state, or local laws. Those who have willfully misapplied, stolen, or fraudulently obtained program funds will be subject to a fine of not more than \$25,000 or imprisonment for not more than five (5) years or both, if the value of the funds so obtained is \$100 or more. If the value of the funds so obtained is less than \$100, the penalties are a fine of not more than \$1,000, imprisonment for not more than one year, or both.

All disqualification action shall also result in the termination of the vendor agreement. After the expiration of the disqualification period, the vendor must reapply for authorization if he wishes to be reconsidered for participation as a vendor in the WV

WIC Program. Requests for consideration for reauthorization will be considered valid only after the expiration of the disqualification period and a vendor must have completed all required corrective action, including repayment of overcharges or payment of fines. A vendor can resign from being an authorized WV WIC vendor by completing the Vendor Resignation Form (see Appendix L) and forwarding it to the State WIC Office. The form must be received from the vendor at least thirty (30) days before the date the vendor will no longer be authorized vendor.

SANCTION POINT TOTALS

Vendors may obtain their sanction point total by submitting in writing the Request for Sanction Point Status (see Appendix M) to the Vendor Management Unit. The sanction point total provided may not include any sanction points as a result of an open investigation, or for violations noted during a recent monitoring visit that may not have been entered into the system. In addition, should a vendor contest a sanction or disqualification action imposed by the WV WIC Program for actions that are subject to appeal, neither the sanction nor the disqualification shall go into effect until the appeals process is completed and the Agency action is upheld.

DURATION THAT STATE AGENCY SANCTION POINTS REMAIN ON VENDOR RECORD

Sanction points assessed for violation of WV WIC Program administrative requirements are accumulative and remain on the vendor's record throughout the course of an existing vendor agreement. Should a vendor be assessed thirty (30) or more sanction points during the course of a vendor agreement, the vendor will face a one (1) year disqualification and termination of the vendor agreement. In this instance, the vendor will have to serve out the disqualification period before it would be allowed to regain authorization. EXCEPTION: Should a vendor request an appeal to the disqualification action and the appeal procedure extends beyond the end of the vendor agreement wherein the violation(s) occurred, the vendor will be allowed to reapply for authorization to remain as a WV WIC vendor. However, once an appeal decision has been rendered, and the decision favors the WIC State Agency action, the vendor, at that point in time, will be disqualified for one (1) year and the existing vendor agreement will be terminated.

In the event a vendor is assessed a sanction point total of thirty points (30) or more during the course of a vendor agreement, and the vendor has complied with the completion of the required mandatory training at the set tolerance levels, the vendor will be permitted to reapply for continued authorization. All sanction points assessed in the previous vendor agreement period will be erased from the vendor record once a new vendor agreement period begins.

VI. VENDOR APPEALS

The State WV WIC Agency provides a hearing procedure by which a vendor may appeal a sanction point assessment or disqualification decision. An appeals request must be made in writing to the State WV WIC Agency, using the required, provided Appeals Request Form (see Appendix N). An appeal request will not be considered to have been submitted until this form is received by the State WV WIC Agency. Vendors who desire to appeal must do so with fifteen (15) days of the date the Agency mails or gives the written notification of adverse action taken by the Agency. A hearable issue involving sanction assessment or any other adverse action, which was not challenged within the appropriate time limit, shall not be an issue at a later appeals procedure. A hearable issue, which was challenged but then abandoned, by the vendor or the vendor's representative shall not be an issue at a later appeals procedure. Agency sanctions and other adverse actions which have been appealed and a final decision has been rendered shall not be an issue in later appeal procedures. Only those sanctions or adverse actions challenged within the appropriate period will be accepted for appeal. Vendors may be represented by counsel.

Federal regulations require reciprocal disqualification of any WV WIC vendor that has been disqualified from participation in the USDA's SNAP. This disqualification from WV WIC is not subject to administrative or judicial appeal under the WV WIC Program.

In accordance with federal regulations, disqualification from the WV WIC Program for violating any of the USDA'S Mandatory Sanctions as listed in the WV WIC Program Sanction Policy shall result in reciprocal disqualification from SNAP. This disqualification from SNAP is not subject to administrative or judicial review.

The State WV WIC Agency will provide administrative reviews to vendors who appeal the following adverse actions:

A. Adverse Actions Subject to Administrative Appeal (C.F.R. § 246.18)

- 1) Denial of authorization based on the application of the vendor selection criteria for competitive price; minimum variety and quantity of authorized supplemental foods or on a determination that the vendor is attempting to circumvent a sanction;
- 2) Termination of an agreement for cause;
- 3) Disqualification;
- 4) Imposition of a fine or civil money penalty in lieu of disqualification;
- 5) Denial of authorization based on the vendor selection criteria for business integrity or for a current SNAP disqualification, civil money penalty for hardship, or inactive status;

- 6) Denial of authorization based on a State Agency's vendor selection criterion if the basis of the denial is a WV WIC vendor sanction or a SNAP withdrawal of an authorization or disqualification, or inactive status;
- 7) Denial of authorization based on the State Agency's vendor limiting criteria;
- 8) Denial of authorization because a vendor submitted its application outside the timeframes during which applications are being accepted and processed as established by the State;
- 9) Termination of an agreement because of a change in ownership or location or cessation of operation;
- 10) Disqualification based on a trafficking conviction;
- 11) Disqualification based on the imposition of a SNAP civil money penalty for hardship;
- 12) The application of the State Agency's vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors;
- 13) Disqualification based on the imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State Agency;
- 14) A civil money penalty imposed in lieu of disqualification based on a SNAP disqualification under §246.12(l)(1)(vii);
- 15) Denial of an application based on a determination of whether an applicant vendor is currently authorized by SNAP.

The State WV WIC Agency may not provide administrative reviews to vendors who appeal the following adverse actions:

B. Adverse Actions Not Subject to Admin. Appeal (C.F.R. §246.18)

- 1) The validity or appropriateness of the WV WIC Program's limiting or selection criteria;
- 2) The validity or appropriateness of the WV WIC Program's participant access criteria and WV WIC Program's participant access determinations;

- 3) The validity or appropriateness of the State Agency's vendor peer group criteria and the criteria used to identify vendors that are above-50-percent vendors or comparable to above-50-percent vendors;
- 4) The WV WIC Program's determination whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation;
- 5) Denial of authorization if the WV WIC Program's vendor authorization is subject to the procurement procedure applicable to the WV WIC Program;
- 6) The expiration of a vendor's agreement;
- 7) Disputes regarding eWIC benefit card payments and vendor claims (other than the opportunity to justify or correct a vendor overcharge or other error, as permitted by C.F.R. §246.12(k) (3);
- 8) Disqualification of a vendor as a result of disqualification from SNAP (§246.12(l) (1) (vii);
- 9) The validity or appropriateness of the State Agency's criteria for determining whether an applicant vendor is expected to meet the more than 50 percent criterion - §246.18(a) (1) (iii);
- 10) The State Agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list required pursuant to 246.12(g) (11);
- 11) The State Agency's determination whether to notify a vendor in writing when an investigation reveals an initial violation for which a pattern of violations must be established in order to impose a sanction pursuant to 246.12(1)(3).

VII. COMPLETING THE VENDOR PRICE SURVEY

When completing the Vendor Price Survey (see Appendix B) the vendor must ensure that:

- (1) The prices reported are the actual WV WIC prices (must not exceed shelf prices) on the day that the form is completed;
- (2) The prices reported are for foods actually stocked by the vendor and do not include products that are available through the vendor's wholesaler but are not commonly ordered;
- (3) The prices reported are for products that are WV WIC approved items as specified on the current WV WIC Approved Food List (see Appendix I);
- (4) Prices reported are regular shelf prices, not sale prices;
- (5) Only list WIC approved food item prices.

The vendor is responsible for the accuracy of the information contained on the form and will be subject to the actions outlined in the Vendor Sanction list contained in your handbook should the information be incorrect or not provided within the time frame provided.

The Vendor Price Survey must reflect the highest price for the product requested; the only exception is the pricing of gallons of milk. Milk prices must be the lowest priced brand available in each individual fat content group.

Adult/Children breakfast cereals must be in a minimum of a 12 ounce box/bag or larger. Infant cereal is not part of this cereal group and must be in eight (8) ounce boxes only. No change is to be made in the sizes of the cereal products which are listed on the Vendor Price Survey. While other sizes of many products may be available, they are not WV WIC approved. In the category of Adult/Children cereals, the WV WIC Program has attempted to list all available approved sizes of the individual cereals. However, the manufacturer may change the sizes of the products and in these cases the vendor should note the different sizes of cereal that is stocked.

The vendor must sign, or electronically sign, and date the Vendor Price Survey as an indication that the information contained on the form is reflective of the vendor's stock and WV WIC prices.

It is acceptable to charge the WV WIC Program less than the actual shelf price. If you plan to do so, be sure to submit your pricing proposal in writing. The proposal must be approved by the WV WIC Program prior to implementation. You should attach the proposal to the Vendor Price Survey. Should you have any questions regarding this form contact the Vendor Management Unit at (304) 558-1115.

VIII. PROCEDURES FOR ADDING UPCs

When vendors discover a product that is not in the Approved Product Listing (APL), they may submit a request to add this item to the WV APL using the below procedure. Once all necessary information has been received by the UPC Gatekeeper, please allow 48 hours for approval. Submission of information does not guarantee approval to the WV WIC APL.

1. Procedures to add products to the APL:
 - A. Authorized vendors, manufacturers, and wholesale suppliers must mail or fax to the address below a completed "West Virginia WIC Program UPC Application Form" (see Appendix O.):

UPC Gatekeeper
West Virginia WIC Program
350 Capitol Street, Room 519
Charleston WV 25301
Fax number – (304) 558-1541
 - B. The product label must also be submitted with the "West Virginia WIC Program UPC Approval Request Form."
 - 1) The product label must include the product name, size, manufacturer, UPC barcode, and nutritional facts.
 - 2) If the request is mailed, the actual product label must be included.
 - C. With exception of fruits and vegetables (Cash Value benefit items), food products without a UPC code denoted on the container will not be added to the APL.
2. The State WIC Agency will review the food item and determine if the product will be added to the APL. Once approval or denial of the products has been determined, the vendor, manufacturer, or wholesaler who submitted the information will be notified by letter of the decision.

IX. WEST VIRGINIA WIC PROGRAM MILK POLICY

The WV WIC Program requires participants to purchase the least expensive milk by fat content at the time of each purchase. Participants may choose gallons, half-gallons, or quarts as appropriate.

WHITE MILK:

Examples:

1) If a vendor has two (or more) brands of milk, in the same fat content group that have the SAME price, AND, this price is the lowest price for all the brands, by fat content, then BOTH (OR ALL) brands of milk priced are eligible and the participant may choose which brand to purchase.

a. In the event that a brand of milk that is the lowest priced milk is out of stock, the next lowest priced brand of milk in stock, is what participants should purchase.

2) Milk should be encouraged to be purchased in gallon sizes as much as possible. While the vendors will not know specifically what a WIC participant's available milk balance is, the purchase of half-gallons and quarts cannot be denied.

3) Participants are allowed to purchase no more than one (1) quart and one (1) half-gallon of milk during a single transaction; the number of gallons purchased are not to be restricted.

CHOCOLATE MILK:

Chocolate milk and White milk are separate classifications of milk and prices should not be compared between the two. However, milk fat content must still be adhered to.

HOW VENDORS MAY BETTER IDENTIFY WV WIC APPROVED MILK TO PARTICIPANTS AND EMPLOYEES:

A. The WV WIC Program has long suggested that vendors who carry a wide selection of milk brands provide all their cashiers with a list of the allowable WV WIC Approved Milk brands. As milk sale promotions are frequent and common in large and moderate sized groceries, this list would effectively ensure that the cashiers are kept up to date on all brands by fat content that may be purchased. Since milk prices tend to change on a weekly basis, especially whenever a higher priced milk is placed on sale at or below the existing price of the usual WV WIC brand, this updated list would serve as an immediate and useful tool for a cashier to identify that the milk selected by the WV WIC participants is the allowable brand by fat content.

B. Some vendors have designed bulletin boards and placed them in clear sight above their milk display; these bulletin boards specifically list all the brands, separated by fat content, that are currently WV WIC Approved. The WV WIC Program encourages this method of identifying the correct milk for WV WIC purchase. Consequently, when a WV WIC participant is selecting the WV WIC Approved Milk, the participant simply checks this board to find the prescribed and allowable brand(s) to purchase the eWIC benefit. As with the list described in Paragraph A; this bulletin board would need to be updated on a regular basis.

IMPORTANT: The WV WIC Program's "least expensive milk policy" concerns itself ONLY with the milk's retail or sale price to a participant. What the vendor pays to stock a particular brand IS NOT a consideration. Consequently, the margin of profit, if any, is that a vendor receives on a WV WIC Approved Milk purchase cannot be used as a determination of what milk a WV WIC participant can choose. To do so would constitute denial of a WV WIC participant to participate in a sale offered to other participants, and refusal to provide a WV WIC Approved food - these are sanctionable offenses.

LACTOSE REDUCED AND LACTOSE FREE MILK:

The above restriction on number of half-gallon containers that can be purchased with the eWIC benefit card applies solely to regular milk in the varying fat content groups, does not apply to Lactose Free or Lactose Reduced Milk. Lactose Reduced and Lactose Free Milk are special types of Milk that undergo a process to reduce or eliminate the lactose (a form of sugar) that is naturally present in regular milk. This milk is issued to participants who have been diagnosed as having a medical intolerance to lactose. Participants may select this milk in any size container available so long as the total amount selected does not exceed the amount listed on an eWIC benefit card. The unit measure of milk will be gallons; however, participants may choose half-gallons as explained above.

X. CASHIER GUIDELINES

The WV eWIC benefit card must be presented at the time of the check-out. If more than one eWIC benefit card is presented **handle each purchase separately.**

DO:

- Allow “cents off” eWIC benefit purchases to be used on a WV WIC purchase if accepted from other customers.
- Allow “buy one get one free” on an eWIC purchase if accepted from other participants. No charge may be made to the WV WIC Program for the free item.
- Offer the register receipt to the WV WIC participants.
- On Cash Value shopping purchases, the WIC participant pays the remainder of the purchase price which exceeds the maximum amount allotted on the eWIC benefit card.
- On Cash Value shopping purchases, the WIC participant pays any applicable tax on the remainder of the purchase which exceeds the maximum amount listed on amount allowed on the eWIC benefit card. Payment method may be made in one of the following: cash, check/debit card, or personal/business check. **DON'T:**
- Request any form of identification
- Allow food substitutions
- Allow non-food items to be purchased with a WV eWIC benefit card.
- Provide monies to WV WIC participants in lieu of prescribed foods.
- Provide change to WV WIC participants using Cash Value Benefits when the purchase amount is below the maximum amount listed on the eWIC benefit card.
- Ask the WV WIC participant to contribute monies on any WV WIC purchase with the exception of Cash Value Benefits that exceed the maximum amount listed on the eWIC shopping list.
- Have WIC participant pay any applicable tax on the remainder of the purchase price on Cash Value Benefits, which exceed the maximum amount allotted on the eWIC benefit card if payment method is by SNAP EBT card.
- Give rain checks or due bills.
- Give refunds for foods previously purchased with a WV eWIC benefit card.
- Use a WV eWIC benefit card as payment toward a participant’s store credit account.
- Charge sales tax on WV WIC purchases unless the purchase was made with a Cash Value Benefit card that exceeds the maximum amount allotted on the eWIC benefit card and payment method other than SNAP EBT card.
- Enter a price higher than the shelf/sale price of any item selected on a WV WIC purchase.
- Restrict a WV WIC participant’s selection of WV WIC approved food if listed on the eWIC benefit card.

By following this list, the cashier can correctly follow the procedure to accept WV WIC eWIC benefit cards. Any questions about the acceptance and redemption procedure of WV WIC eWIC benefit cards may be directed to your store manager or the State WV WIC Program, Vendor Management Unit

XI. IMPORTANT FACTS

It is important that:

- The vendor and employees know the food listed in the WV WIC Approved Food List.
- Owners, employees, representatives, and agents of the vendor are familiar with proper procedures to handle WV eWIC benefit card transactions.
- Only WV WIC prescribed food is purchased with the eWIC benefit card(s).
- WV eWIC benefits are redeemed for no more than the actual WV WIC food shelf price or sale price.
- No money is given to a WV WIC participant for a purchase made with a WV eWIC benefit card.
- No money is requested of a WV WIC participant on a purchase made with a WV eWIC benefit card. Exception: May request difference on Cash Value Benefit from the participant when total amount exceeds the maximum amount allowed on the eWIC benefit card.
- The WV WIC Program is charged the same prices or sale prices for WV WIC food as other participants.
- No rain checks or due bills are issued for WV WIC food not obtained at the first visit.
- Separate check-out lines are not maintained for WV WIC participants only.
- Disqualification from participation from SNAP will be automatically disqualified from the WV WIC Program and that this disqualification is not subject to appeal.
- Disqualification from the WV WIC Program may be grounds for disqualification from SNAP and this disqualification is not subject to appeal.
- Assessment of a civil money penalty by SNAP will be grounds for disqualification from the WV WIC Program and that this disqualification is subject to appeal under the WV WIC Program.
- Vendors cannot discriminate against any WV WIC participants because of race, color, national origin, age, sex, or disability.
- Vendors have the right to a fair hearing to appeal sanctions assessed against them by the WV WIC Program with the above stated exception of disqualification based upon SNAP disqualification.

GLOSSARY

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.

APL – (Approved Product List) - The list of foods that WV WIC approves for WIC participants to purchase.

Application - The application forms and other required materials submitted by a business entity to notify the WV WIC Program that the business desires to become an authorized WIC vendor.

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.

Authorization Training - The obligatory instruction on WV WIC rules and regulations, both federal and state, required prior to an agreement being granted (new applicants) or extended (active vendors near end of current agreement).

Benefit Balance - A listing available with the eWIC benefit card issued by a Local WV WIC Agency that specifies the quantity, food category, size, dollar amount and sometimes brand of food prescribed to a particular WV WIC participant that must be redeemed within a designated time.

Cash Value Benefits - Benefits with a listed maximum dollar amount prescribed on the eWIC benefit card which participants may only use to purchase fruits and vegetables. In the event the amount of fruits and vegetable exceeds the maximum dollar amount, it will be the participant's responsibility to pay the difference and any tax associated with the difference.

Category - Each of the following kinds of food eligible for WV WIC purchase: special formula, infant formula, infant cereal, infant fruits and vegetables, infant meats, adult and children juices, eggs, dry or canned beans, dry peas, peanut butter, cheese, breakfast cereals, milk, canned fish (tuna and pink salmon), fruits and vegetables, and whole grain bread.

Claim - The federally mandated action required of the WV WIC Program whenever a vendor has committed a violation that affects the payment to the vendor.

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, or proxy, transacts eWIC benefits, and does not reveal during the visit that he or she is a WIC Program representative.

Conflict of Interest - Employment by or participation in the WV WIC Program should never be grounds for a vendor to dismiss an individual from employment or refusal to hire an individual.

DHHR - The West Virginia Department of Health and Human Resources.

Disqualify -The removal of a vendor from active participation as an authorized WV WIC Vendor for a specified period. This action may result due to sanctions imposed for violating WIC rules and regulations or may be the result of a disqualification action from SNAP.

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.

eWIC Benefit card - A conditional payment instrument prescribed by a local WV WIC Agency that specifies the quantity, food category or size of a food item(s) and/or fruits and vegetables to be purchased with the eWIC benefit card.

FNS - The Food and Nutrition Service of the United States Department of Agriculture.

Electronic (eWIC) - The transfer of monies electronically.

Employee - Any individual in whom the vendor provides a form of compensation such as wages, salary, etc. to perform designated duties and functions. These duties may be specific and/or general in accordance to the vendor's employment policies and procedures. Any WIC Program violations committed by an employee will be cited against the vendor.

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.

High Risk Vendor - A vendor identified as having a high probability of committing a vendor violation through application of the criteria established in C.F.R. '246.12 (j) (3) and any additional criteria established by the WV WIC Program.

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.

Mandatory Training - The required attendance or interactive training regarding WIC rules and regulations.

Maximum Price Edits -The price ceiling established for each and every benefit type that is available via the WV WIC Program. These edit maximums have been set to provide each vendor class a viable guideline to prevent unnecessary rejections on pricing problems and at the same time to allow, in most cases, equitable pricing leeway should vendors encounter increases in their wholesale cost. In no case is the edit maximum to be considered a suggested retail price of the WV WIC Program for a particular eWIC benefit card. Further, it is a sanctionable offense to restrict a participant's selection of food(s), when the selected foods comply with the eWIC benefit card food message, because the selection exceeds a set edit amount.

NTE (Not to Exceed) - The maximum price for individual food items/peer group.

Operations staff - Those individuals employed by a vendor that are directly involved in the redemption of WV eWIC benefits. This may include but is not limited to owners, managers, cashiers, head cashiers, office personnel, and pharmacy personnel.

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 - Pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods under the WV WIC Program, and the breastfed infants of participant breastfeeding women. For conducting an agency investigation, the term "participant" may also refer to a WV WIC Program representative during a Compliance Buy.

Pattern - The repetition of two (2) 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.

Project area - One of the eight administrative regions of the WV WIC Program.

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.

Receipt The custom of providing all recipients with a written accounting of the sale. This documentation must include prices for all products purchased, including discounts and other adjustments.

Redeem - The action by a vendor of accepting an eWIC benefit card from a participant, and providing the specified WV WIC Approved food at the time of sale.

Reimbursement - The procedure by which the WV WIC Program eWIC banking processor reimburses vendors by electronic funds transferred into the vendor's authorized bank account.

Replacement - The action by a vendor to replace a WV WIC Approved Food with the exact same (identical) product due to reasons such as spoilage, defect, damage to the original item purchased, or if the original food has exceeded its "sale by" or "best if used by" date. Unlike the exchange action it is not a sanctionable offense.

Resignation - The voluntary decision of a vendor to terminate their authorization to act as an authorized WV WIC Vendor. The WV WIC Program, in accordance with existing policy, will not accept a vendor resignation request if the vendor is under pending sanction action by the agency.

Routine Monitoring - An overt, on-site monitoring during which representatives of the WV WIC Program identifies themselves to vendor personnel. See Section IV for types of activity involved.

Sale price - The reduced price on the shelf price of food items that a WV WIC vendor may offer for incentive to attract participants. WV WIC participants must be provided this price on any WV WIC Approved Food selected which is on sale.

Sanction - A penalty imposed by the State Agency on a vendor, when that vendor violates the regulations, policies, and rules contained in this handbook, specified in the vendor agreement and/or the vendor sanction listing. Some sanctions are mandated by USDA and have varying degrees of penalties.

Sanction Point Assessment - The method imposed by the WV WIC Program for vendor violations of State Agency rules, regulations, and procedures.

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 circumstance may the price charged to WV WIC participants exceed this shelf price and/or the price charged to other customers.

Signature - Electronic or written authorization from vendor.

SNAP - Supplemental Nutrition Assistance Program, formerly known as the Food Stamp Program.

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.

Substitution within category - Accepting the eWIC benefit card for food which is in a category of food that is WV WIC approved, but is in a package size, a form, a brand, a variety, or flavor of food not specified on the approved product list.

Substitution outside category - Accepting eWIC benefit card for food, which is not in an approved category (see definition of category) or accepting the eWIC benefit card for a non-food item or service.

UPC (Universal Product Codes) –The industry standard for barcodes.

USDA - The United States Department of Agriculture.

Vendor - A sole proprietorship, partnership, cooperative association, limited liability company, or a corporation operating an individual retail site authorized to provide supplemental foods to participants under a retail food delivery system. If a business entity operates more than one individual outlet, each individual retail store constitutes a separate vendor, and must have a separate agreement to accept the WV eWIC benefits.

Vendor Authorization - The process by which the WV WIC Program assesses, selects, and enters into an 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 Class One - Grocers with nineteen (19) or more registers with above \$300,000 in WV WIC approved foods and infant formula sales annually.

Vendor Class Two - Grocers with ten (10) to eighteen (18) registers with up to \$300,000 in WV WIC approved foods and infant formula sales annually.

Vendor Class Three - Grocers with six (6) to nine (9) registers with up to \$250,000 in WV WIC approved foods and infant formula sales annually.

Vendor Class Four - Grocers with three (3) to five (5) registers with up to \$200,000 in WV WIC approved foods and infant formula sales annually.

Vendor Class Five - Grocers with one (1) or two (2) registers with up to \$75,000 in WV WIC approved foods and infant formula sales annually.

Vendor Number - The unique and individual four (4) or five (5) - digit numeric code assigned to each vendor by the WV WIC Program for identification purposes. A vendor must have a number assigned prior to accepting eWIC benefits.

Vendor Price Survey - The form issued by the WV WIC Program and supplied to vendors that is used to document the shelf prices of a WV WIC Vendor for those food items, which meet the definition of WV WIC approved food and are currently stocked by a WV WIC Vendor.

Vendor Selection Criteria - The criteria established by the WV WIC Program to select individual vendors for WIC authorization consistent with the requirements in C.F.R. 246.12(g) (3).

Vendor 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 WV WIC Program.

WIC - The Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C. 1786.

WIC Approved Food List - Specifies the categories of food, package sizes, and brand names of foods, which may be sold by a vendor to a WV WIC participant.

WIC Sale Transaction - The completed process in which a WIC participant spends a food benefit via the eWIC benefit card. The sale begins with the participant's presentation of selected foods along with their valid eWIC benefit card. The cashier is to ring up the amount for each individual item that will be charged against the eWIC benefit card and required to offer the WIC participants a sales receipt. The transaction ends upon the WV WIC participants receiving the selected food.

APPENDICES



VENDOR HANDBOOK

LIST OF APPENDICES

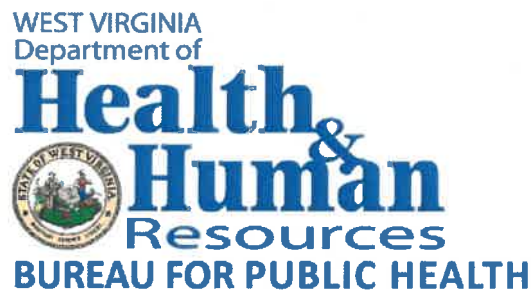
- A. Vendor Authorization Application Form
- B. Vendor Price List
- C. Minimum Stock Requirements
- D. Training Checklist
- E. Vendor Probationary Agreement
- F. Authorization Agreement for Direct Deposit
- G. Vendor Agreement
- H. Annual Training Roster
- I. WV WIC Approved Food List
- J. WV WIC Program Sanction Listing
- K. Participant/Vendor Complaint Form
- L. Vendor Resignation Form
- M. Request for Sanction Points
- N. Appeals Request Form
- O. West Virginia WIC Program UPC Application Form

APPENDIX A
VENDOR AUTHORIZATION APPLICATION
FORM



WIC VENDOR AUTHORIZATION APPLICATION

Each store applying for WIC Authorization must complete a WIC Authorization Application. All information **MUST** be complete in order to accurately assess the eligibility of each retail store for a WIC Vendor Agreement. Incomplete applications will not be considered for WV WIC authorization. All owners, operators and managers of retail stores which are applying to the program must understand how the WV WIC Program operates since compliance with all policies, procedures, and regulations of the WV WIC Program is the responsibility of each Authorized Vendor. The State WIC Office will immediately terminate the Agreement if it is determined the vendor has provided false information in connection with an application for authorization. Completion of this application does **NOT** constitute approval to redeem WV WIC benefits.



If you have any questions, please contact the Vendor Management Unit.

Phone: (304) 558-1115

Website: <http://ons.wvdhhr.org>

Email: dhrwicvu@wv.gov

PLEASE SUBMIT Completed Application to:

WVDHHR / BPH / ONS / WIC Program

Vendor Management Unit

350 Capitol Street, Room 519

Charleston, WV 25301

WEST VIRGINIA WIC PROGRAM
The Special Supplemental Nutrition Program for Women, Infants and Children
Vendor Authorization Application

(PLEASE PRINT OR TYPE)

A. Store Information

1. Store Name (DBA) _____
2. Mailing Address _____
3. City _____
4. State _____
5. Zip _____
6. Physical Address (If Different) (NO PO Boxes) _____
7. City _____
8. State _____
9. Zip _____
10. County _____
11. Telephone _____
12. Fax _____
13. Store e-mail address _____
14. Contact person name, title, and email _____
15. Manager Name(s) _____
16. Directions to store from Charleston, WV (Please provide specifics-attach extra sheet if necessary)

B. Tax Information

1. How is the business registered with the WV State Tax Department (i.e. ownership type)? **(Circle One)**
Corporation Partnership Sole Proprietorship Government LLC
2. Name of the business as registered with the WV Tax Department: _____
3. Is the store up to date with payments to Workers' Compensation and the Bureau for Unemployment Compensation Programs? Yes No
If no, attach a copy of repayment agreement.

C. Licensing (License must be posted during site evaluation)

1. West Virginia Tax Number (Business Registration) _____ Issuance Date: _____
2. SNAP Authorization Number: _____ Issuance Date: _____
3. Federal Tax Number: _____ Issuance Date: _____
4. Sanitation Permit Number (Health Permit): _____ Expiration Date: _____

D. Store Operations

1. Total number of cash registers located in store: _____
Registers have scanners: Yes No Scanners identify WIC Foods: Yes No
2. Do you need a state provided Point of Sale (POS) device to process WIC transactions? Yes No
3. Is a pharmacy located in the store? Yes No
4. Square footage of store: _____
5. Hours of Operation: SUN _____ MON _____ TUES _____ WED _____
 24 Hours THURS _____ FRI _____ SAT _____
6. Gross Food Sales Last Year (Amount listed for previous year's tax): \$ _____
7. Gross SNAP Sales Last Year \$ _____
8. Gross WIC Sales Last Year \$ _____
9. Is it expected that more than 50% of your annual revenue from the sale of food items will be derived from the redemption of WIC Sales? Yes No
10. What **percentage (%)** of total food sales is expected to be: WIC SNAP Cash Credit/Debit
11. Type of sales to include:
 Gasoline Canned Vegetables and Fruits Sandwich Meats
 Special Formula Frozen Vegetables and Fruits Tofu
 Household Products Beef Rice
 Bread Poultry Baby Foods
 Fresh Vegetables and Fruits Pork Other:
 Tobacco Products Alcohol/Beer/Wine/Spirits
12. Is WIC authorization required in order for your store to open for business? Yes No
13. Do you have inventory invoices available for the past 6 months? Yes No
14. How many months of inventory invoices are available (valid entry is 0-72 months)? _____
15. Do you currently have in stock the required minimum WIC inventory? Yes No

E. Wholesalers / Suppliers List Primary Supplier First, then Other Suppliers, then Dairy

Business Name and Contact Person	Address, City, State, Zip	Telephone
Primary _____	_____	() _____
Primary _____	_____	() _____
Secondary _____	_____	() _____
Secondary _____	_____	() _____
Dairy _____	_____	() _____
Formula _____	_____	() _____

F. Ownership Information / List All Current Owners. If Corporate, List Headquarters.

Name	Full Address	Telephone
1. _____	_____	() _____
2. _____	_____	() _____
3. _____	_____	() _____

(Attach additional Sheets if Necessary)

- When did the store open for business under the above ownership at this location? Date ___/___/___
- Do you currently own a WIC authorized store where the WIC sales are above 50% of the total annual food sales? Yes No

G. History

List any current owner(s) that has ever been fined or disqualified by WIC or SNAP or who are currently undergoing an appeal process involving potential disqualification and or fines by either WIC or SNAP.

Name (or if none, write "none")	Store Name	Type of Action and Date
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

During the past six years, has any current owner, officer, or manager at your store ever been convicted of or had a civil judgment for any of the following activities: 1) Fraud, 2) Antitrust Violations, 3) Embezzlements, 4) Theft, 5) Forgery, 6) Bribery, 7) Falsification or Destruction of Records, 8) Making False Statements, 9) Receiving Stolen Property, 10) Making False Claims, or 11) Obstruction of Justice? Yes No

If yes, please specify the name of the owner(s)

Name	Title	Type of Action and Date
1. _____	_____	_____
2. _____	_____	_____

(Attach additional Sheets if Necessary)

H. Employee Authorization

List who, in the store, (**By Name and Title**) is authorized by the owners to sign documents, agreements and otherwise act in an official capacity with the WIC Program.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

I. Vendor Authorization in Other States

Only complete this section, ***IF*** your store is authorized by another state (***other than WV***) to participate as a WIC vendor.

The State (***other than WV***) from which you accept WIC benefits _____

- 1. Gross Food Sales Last Year (Amount listed for previous year's tax): \$ _____
- 2. Gross SNAP Sales Last Year: \$ _____
- 3. Gross WIC Sales Last Year: \$ _____

PLEASE READ BEFORE SIGNING

The owner(s) and management of _____ understand that:
(Enter Store Name)

1. Completion of this application form does NOT constitute approval to accept WV WIC benefits.
2. Store personnel must attend training as mandated by the State WIC Agency and federal regulations.
3. Only those foods that are designated on the WV WIC Approved Food List may be sold to WV WIC participants, in no more than the quantity and variety specified on each eWIC benefit card, and prices charged for these foods may not exceed the price charged to other customers.
4. The store must maintain WV WIC Approved Foods in the quantities and varieties as specified on the Minimum Stock Grid. Also, the stock which is in the store on the date of the store site evaluation will be the only stock which is counted towards the minimum stock requirements to obtain vendor authorization.
5. The prices charged by the store for WV WIC purchases must be at or below the designated ceiling price for that food benefit, the prices which appear on WV WIC items on the date of the site evaluation will be those prices which are used to determine store prices, and temporary sale prices may not be used for this pricing determination.
6. Authorized WV WIC personnel must be given access to all areas of the store, and to WIC related food receipts and records.
7. New applicant vendors who expect to derive more than 50 percent of their annual revenue from the sale of food items for WIC food will not be authorized as a WIC vendor.
8. WIC approved infant formula must be purchased from a manufacturer, wholesaler, distributor or retailer on the approved list provided by the WV WIC Program to ensure product integrity. The vendor must notify the State WIC Program within 30 days if the primary source of their WIC Approved infant formula has changed from what was reported at the time of application. The vendor must maintain inventory records for WIC Approved infant formula purchases for two years and make the records available to the WV WIC Program within 30 days of the request.
9. Store must be an active SNAP vendor.

Certification and Signature of Owner (or person having the authority to apply on behalf of the store):

1. I have authority to enter into agreements, sign official documents, and otherwise act in an official capacity for this store.
2. I (or another authorized employee as listed) agree to attend a training session regarding WIC Regulations, both State and Federal, (should the store qualify for WV WIC authorization) and to subsequently train store employees on these WIC Regulations.
3. I accept responsibility on behalf of this store for WIC regulation violations committed by the store's owners, officers, managers, employees, agents, representatives, including new employees, part-time employees, and unpaid employees, and understand any sanctioned action committed by any of these individuals will be assessed against the store.
4. I understand the WV WIC Program may not authorize a vendor applicant that is not currently an active SNAP vendor. I understand the WV WIC Program may not authorize a vendor applicant that is currently disqualified from SNAP or that has been assessed a civil money penalty for hardship and the disqualification period that would otherwise had been imposed has not expired. I understand disqualification from SNAP will result in disqualification, and termination of vendor agreement, from the WV WIC Program and this disqualification is not subject to administrative or judicial review under the WV WIC Program. Further, I understand disqualification from the WV WIC Program may result in disqualification from SNAP and this disqualification is not subject to administrative or judicial review under SNAP.
5. I understand as provided in WV Code §21A-2-6(18), the WV WIC Program may not enter into a vendor agreement if the vendor is in default with the State's Worker's Compensation and/or the Unemployment Compensation benefits. By signing this application, I, the undersigned confirm this business entity is in compliance with the laws governing the above stated programs.
6. I understand the WV WIC Program will immediately terminate the vendor agreement if it is determined the vendor has provided false information in connection with this application for authorization.
7. I certify the information submitted on this application is true and complete to the best of my knowledge.
8. I understand my store's name will be posted in a county listing of authorized WIC vendors on the WIC Program's website (<http://ons.wvdhhr.org>), unless I provide a written request to the WIC Program stating I do not wish for my store to be included in the list.

Authorized Vendor Signature

Date

Authorized Vendor Print Name

Title

USDA Nondiscrimination Statement

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

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

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

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

This institution is an equal opportunity provider.

APPENDIX B

VENDOR PRICE SURVEY



STATE OF WEST VIRGINIA
DEPARTMENT OF HEALTH AND HUMAN RESOURCES
BUREAU FOR PUBLIC HEALTH

Jim Justice
Governor

Bill J. Crouch
Cabinet Secretary

WV WIC PROGRAM

VENDOR PRICE SURVEY (VPS) INSTRUCTIONS

The purpose of the Vendor Price Survey (VPS) is to ensure regional competitive pricing for all stores authorized as West Virginia WIC Vendors as required by the United States Department of Agriculture (USDA), Food and Nutrition Services (FNS).

The VPS is required of all applicant grocers and retailers, and is the official record of your shelf prices.

The prices need to reflect the MOST expensive brand for each item your store carries on the date the survey is completed; enter the product name, package size, 12-digit Universal Product Code (UPC), and the price.

Report actual shelf prices of each item on the date the survey is completed, not a wholesaler's book price, Suggested Retail Price or sale price.

You must report products and prices for items necessary to meet WIC Minimum Stock Requirements. Leave blank any food category or items which your store does not have in stock.

Prices provided should only be for products which qualify for purchase with WIC benefits as outlined in the West Virginia WIC Approved Shopping Guide. Please reference the Shopping Guide on our website, <http://ons.wvdhhr.org>, or in the materials provided in the application packet.

Please sign and date the VPS on the last page, and return the completed survey to:

Office of Nutrition Services
West Virginia WIC Program
Vendor Management Unit
350 Capitol Street, Room 519
Charleston, WV 25301

OFFICE OF NUTRITION SERVICES
Bureau for Public Health
350 Capitol Street, Room 519
Charleston, WV 25301-3717
Phone: (304) 558-0030 FAX: (304) 558-1541

**WEST VIRGINIA WIC PROGRAM
VENDOR PRICE SURVEY**

Vendor Name: _____

Vendor Number: _____

Enter your HIGHEST prices for the following WIC Authorized Foods. The purpose of the Price Survey is to ensure regional competitive pricing for all stores authorized as WV WIC Vendors as required by the United State Department of Agriculture (USDA), Food and Nutrition Services (FNS).

Mandatory Items

FOOD ITEM	UPC Enter the complete 8, 12, or 13-digit code.	BRAND NAME	SIZE	HIGHEST PRICE
Milk, 1% or Fat-Free, white or chocolate			1 gal.	
Milk, Whole, white or chocolate			1 gal.	
Eggs, any size			1 doz.	
Cereal, 18 oz or larger, highest cost per oz			____ oz.	
Juice, 64 oz or 128 oz, shelf-Stable or refrigerated			64 oz.	
Peanut Butter, 16-18 oz container			____ oz.	
Beans, Canned, 15-16 oz can			____ oz.	
Cheese, 8 oz or 16 oz, highest cost per oz			16 oz.	
Infant Foods, Fruits or Vegetables, 2 oz or 4 oz			____ oz.	
Infant Cereal, 8 oz container			____ oz.	
Similac Sensitive for Fussiness and Gas, Powder, 12 oz can			12 oz.	
Similac Advance, Powder, 12.4 oz can			12.4 oz.	
Bread, 100% Whole Grain or 100% Whole Wheat			____ oz.	
Tortillas, Whole Wheat			16 oz.	
Tortillas, Corn			16 oz.	
Whole Wheat Pasta			16 oz.	

Prices Required If Vendor Stocks These Items

Juice, Frozen Concentrate			12 oz.	
Infant Foods, Meats, 1 st or 2 nd stage			2.5 oz.	
Milk, Whole, 1% or Fat-Free, white or chocolate			½ gal.	
Milk, Whole, 1% or Fat-Free, white or chocolate			1qt.	
Milk, Lactose Free, 1% or Fat-Free, white or chocolate			½ gal.	
Soy milk			½ gal.	

Yogurt, Whole, 32 oz or multipack																				32 oz.	
Yogurt, Low-fat, 32 oz or multipack																				32 oz.	
Similac for Spit-Up, Powder, 12 oz can																				12 oz	
Similac Total Comfort, Powder 12 oz can																				12 oz.	
Similac Isomil, Powder, 12.4 oz can																				12.4 oz	

Signature: _____ Title: _____ Date: _____

APPENDIX C

MINIMUM STOCK REQUIREMENTS

Peer Group 1 (Superstores 19+ Registers) 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 • Similax For Spit Up • Similat Total Comfort • Similac Soy Isomil 	108 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 64 single or Thirty-two (32) 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 64 single or Thirty-two (32) 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 32 ounce containers <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: Ten (10) 8 ounce packages <u>OR</u> 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* • 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 <u>OR</u> Canned Beans: Four (4) varieties of WV WIC Approved canned beans	Any combination of: • Eight (8) – 16 ounces Packages of dried beans <u>OR</u> • 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 and Brown Rice)	Sixteen (16) – Packages* of WIC Approved Whole Grains <i>*Two varieties must be bread</i>
Fruits: Eight (8) varieties for two (2) 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 and 480 ounces of any combination Canned or Frozen <u>OR</u> \$30 Retail Value
Vegetables: Eight (8) varieties for two (2) 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 and 480 ounces of any combination Canned or Frozen <u>OR</u> \$30 Retail Value

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

Peer Group 2 (Large Supermarkets Stores 10-18 Registers) 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 • Similax For Spit Up • Similat Total Comfort • Similac Soy Isomil 	Eighty-four (84) 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	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 Forty-eight (48) single or Twenty-four (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 Forty-eight (48) or Twenty-four (24) 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 32 ounce containers <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: Eight (8) 8 ounce packages <u>OR</u> 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* • 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 <u>OR</u> Canned Beans: Three (3) varieties of WV WIC Approved canned beans	Any combination of: • Six (6) - 16 ounces Packages of dried beans <u>OR</u> • 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 and Brown Rice)	Eight (8) - Packages* of 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 and 240 ounces of any combination Canned or Frozen <u>OR</u> \$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 and 240 ounces of any combination Canned or Frozen <u>OR</u> \$25 Retail Value

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

Peer Group 3 (Regional Chain Stores 6-9 Registers) 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 • Similax For Spit Up • Similat Total Comfort • Similac Soy Isomil 	Sixty-Six (66) 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: Two (2) varieties (flavors) of WV WIC Approved Infant Cereal	Nine (9) - 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 Thirty-two (32) single or Sixteen (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 Thirty-two (32) single or Sixteen (16) 2-pack - 4 ounce Jars or Plastic Containers
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>	Eight (8) gallons total, any combination of gallons and/or half gallons. Must stock at least two different sizes
Cheese: Two (2) varieties (flavors) in sliced, shredded, or block form of WV WIC Approved Cheese	Any combination of: Six (6) 8 ounce packages <u>OR</u> Three (3) 16 ounce packages
Eggs: Any grade of any size WV WIC Approved white chicken eggs	Six (6) Dozen
Breakfast Cereal: Four (4) varieties of WV WIC Approved Cereal	Twenty-four (24) Boxes or Bags* • 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	Four (4) – 64 ounce Cans, Plastic Containers, or Cartons
100% Frozen or Shelf-Stable Concentrate Juice: One (1) variety (flavors) of WV WIC Approved Juice	Three (3) – 12 ounce frozen or 11.5 ounce shelf-stable concentrate cans, plastic containers or cartons
Dried Beans: Two (2) varieties of WV WIC Approved dried beans, peas, or lentils <u>OR</u> Canned Beans: Two (2) varieties of WV WIC Approved canned beans	Any combination of: • Four (4) – 16 ounces Packages of dried beans <u>OR</u> • Sixteen (16) – 15 to 16 ounce cans
Peanut Butter: One (1) variety of WV WIC Approved Peanut Butter	Six (6) – 16 to 18 ounce Containers
Whole Grains: Two (2) varieties of WV WIC Approved Whole Grains (including: Bread, Buns, Tortillas, Pasta and Brown Rice)	Six (6) – Packages* of WIC Approved Whole Grains <i>*One variety must be bread</i>
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>	10 Pounds of Fresh and 160 ounces of any combination Canned or Frozen <u>OR</u> \$20 Retail Value
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>	10 Pounds of Fresh and 160 ounces of any combination Canned or Frozen <u>OR</u> \$20 Retail Value

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

Peer Group 4 (Independent 3-5 Registers) 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 <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>	Forty-eight (48) 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: Two (2) varieties (flavors) of WV WIC Approved Infant Cereal	Six (6) - 8 ounce Boxes or Plastic Containers
Infant Fruits: 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)	Any combination of Twenty (20) single or Ten (10) 2-pack - 4 ounce Jars or Plastic Containers
Infant Vegetables: 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)	Any combination of Twenty (20) single or Ten (10) 2-pack - 4 ounce Jars or Plastic Containers
Milk: Two (2) types - Whole, Low-fat (1%), or Fat Free (Skim) - in White or Chocolate variety of WV WIC Approved Milk <i>*No minimum stocking requirement exists for soy milk, lactose free milk, or yogurt.</i>	Two (2) Gallons of Whole AND Four (4) Gallons of Low-Fat and/or Fat Free <i>*No minimum stocking requirement exists for half gallons.</i>
Cheese: Two (2) varieties (flavors) in sliced, shredded, or block form of WV WIC Approved Cheese	Any combination of: Four (4) 8 ounce packages <u>OR</u> Two (2) 16 ounce packages
Eggs: Any grade of any size WV WIC Approved white chicken eggs	Four (4) Dozen
Breakfast Cereal: Three (3) varieties of WV WIC Approved Cereal	Nine (9) Boxes or Bags* • Cold: 12 to 36 ounces • Hot: 11 to 36 ounces <i>*One (1) variety must be whole grain</i>
100% Shelf-Stable/Refrigerated Juice: Two (2) varieties (flavors) of WV WIC Approved Juice	Four (4) – 64 ounce Cans, Plastic Containers, or Cartons
100% Frozen or Shelf-Stable Concentrate Juice: One (1) variety (flavors) of WV WIC Approved Juice	Two (2) – 11.5 ounce shelf-stable or 12 ounce frozen Containers
Dried Beans: One (1) variety of WV WIC Approved dried beans, peas, or lentils OR Canned Beans: One (1) variety of WV WIC Approved canned beans	Any combination of: • Two (2) – 16 ounce Packages of dried beans OR • Eight (8) – 15 to 16 ounce cans
Peanut Butter: One (1) variety of WV WIC Approved Peanut Butter	Four (4) – 16 to 18 ounce Containers
Whole Grains: Two (2) varieties of WV WIC Approved Whole Grains (including: Bread, Buns, Tortillas, Pasta and Brown Rice)	Four (4) – Packages of WIC Approved Whole Grains
Fruits: Two (2) varieties of canned, fresh or frozen fruit, without added sugars or ingredients <i>*One (1) variety must be fresh</i>	6 Pounds of Fresh and 128 ounces of any combination Canned or Frozen <u>OR</u> \$10 Retail Value
Vegetables: Two (2) varieties of canned, fresh or frozen vegetables including potatoes, without added sugars, fats or oils <i>*One (1) varieties must be fresh</i>	6 Pounds of Fresh and 128 ounces of any combination Canned or Frozen <u>OR</u> \$10 Retail Value

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

Peer Group 5 (Independent 1-2 Registers) 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>Twenty-Four (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>One (1) varieties (flavors) 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 Sixteen (16) single or Eight (8) 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 Sixteen (16) single or Eight (8) 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>Cheese:</p> <p>One (1) variety (flavors) in sliced, shredded, or block form of WV WIC Approved Cheese</p>	<p>Any combination of: Two (2) 8 ounce packages <u>OR</u> One (1) 16 ounce package</p>
<p>Eggs:</p> <p>Any grade of any size WV WIC Approved white chicken eggs</p>	<p>Two (2) 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 (flavors) of WV WIC Approved Juice</p>	<p>Four (4) – 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>Two (2) – 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 and Brown Rice)</p>	<p>Two (2) – 16 ounce Packages of 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 <u>OR</u> \$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 <u>OR</u> \$8 Retail Value</p>

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

APPENDIX D

TRAINING CHECKLIST



WV WIC VENDOR TRAINING CHECKLIST

No.	Requirements	Check	Questions
1.	Purpose of the Program		
2.	Vendor Eligibility Criteria		
3.	Supplemental foods authorized by the WV WIC Program		
4.	Minimum varieties and quantities of authorized foods to be stocked by vendors		
5.	Requirement of obtaining infant formula from sources authorized by the WV WIC Program		
6.	Conducting eWIC transactions including Cash Value Benefits (CVB)		
7.	Cashier Guidelines		
8.	Claims Process		
9.	Complaint Process		
10.	Vendor Sanction System		
11.	Policies and Procedures regarding the use of incentive items		
12.	Changes to program requirements since the last training		

I have received training on the policies, procedures, and regulations of the West Virginia WIC Program. I have been given opportunities in this training session to ask questions and clarify any issues which may have been unclear to me.

Attendee Name	Vendor (Store Name)	WV WIC Vendor #	Date

Type of Training (Check One)

<input type="checkbox"/> Authorization	<input type="checkbox"/> Annual Training	<input type="checkbox"/> Mandatory Sanction	<input type="checkbox"/> Other _____
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Type of Representative (Check One)

<input type="checkbox"/> Cashier	<input type="checkbox"/> Head Cashier	<input type="checkbox"/> Manager	<input type="checkbox"/> Owner	<input type="checkbox"/> Corporate Trainer

APPENDIX E

PROBATIONARY AGREEMENT

PROBATIONARY VENDOR AGREEMENT

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

Vendor Number: SNAP Number: County:
Name of Vendor:
Address:
City: State: Zip Code:
Email Address: Telephone Number:

This Agreement is for the probationary period of six months from DATE to DATE. The Vendor understands a site visit will be conducted prior to the full authorization status. The Vendor named above is authorized to participate in the West Virginia Special Supplemental Nutrition Program for Women, Infants and Children under administration of the West Virginia Department of Health and Human Resources subject to the following terms and conditions:

A. The WV WIC Program Agrees To The Following:

1. The WV WIC Program will accept applications and authorize Vendors to maximize Program benefits while ensuring participant access, statewide coverage and fair treatment.
2. The WV WIC Program will provide Vendors with training and guidance regarding Program requirements annually and once every three (3) years, or, on a more frequent basis as indicated by error patterns or violations. Consideration will be given to Vendor requests for additional training at the discretion of the WV WIC Program.
3. The WV WIC Program will ensure that an account is maintained with sufficient funds to cover daily banking activity.
4. The WV WIC Program will establish and apply limits on the purchase price and/or amount of reimbursement allowed for WIC food items and Vendor redemption requests. In setting allowable reimbursement levels, the WV WIC Program must consider participant access in a geographic area, and may include a factor to reflect fluctuations in wholesale prices.
5. The WV WIC Program will provide Vendors with WV WIC Program materials.
6. The WV WIC Program will provide technical assistance and monitoring to ensure Vendors are operating in compliance with WV WIC Program requirements.
7. The WV WIC Program will maintain a fair hearings process to hear appeals related to denial of application to become an authorized Vendor, any adverse action which affects participation during the term of the Vendor Agreement and Vendor disqualification.
8. The WV WIC Program will notify Vendors of changes to Federal or State statutes, regulations, policies, or procedures governing the WV WIC Program at least sixty (60) days prior to implementation. The Vendor must comply with the Vendor Agreement and Federal and State statutes, regulations, policies, and procedures governing the Program, including any changes made during the Agreement period.

B. The Vendor Agrees To The Following:

Food Items and WIC Materials

9. Vendor shall carry the required minimum quantity and variety of food items per food category from the WV WIC Approved Food List as determined by the WV WIC Program. Such food shall not be stale, spoiled, or remain available for purchase beyond the expiration date. Vendor shall maintain an inventory record showing the

availability of WV WIC Approved foods throughout the period that this Agreement is in effect.

10. Vendor shall order WIC approved infant formula only from the Approved List of Manufacturers, Wholesalers, Distributors, and Retailers provided by the WV WIC Program to ensure product integrity. The Vendor must notify the State Agency within 30 days, if their primary source of WIC Approved formula has changed from what was reported at the time of application or previously reported.
11. Vendor shall ensure prices on all WV WIC approved food items are clearly marked. Vendor shall maintain a record of shelf prices on WV WIC Approved Foods throughout the period that this Agreement is in effect.
12. Vendor shall remain price competitive based on Vendor's peer group and competitive price criteria throughout the period of this Agreement. Furthermore, Vendor shall not derive more than 50 percent of its total annual food sales revenue from eWIC transactions. A Vendor's failure to remain price competitive, or designation as an above-50-percent WIC Vendor, is cause for termination of the Vendor Agreement, even if actual payments to the vendor are within the maximum reimbursement amount.
13. Vendor shall use WV WIC Program materials as specified by the WV WIC Program. Window decal must be prominently displayed, and be seen from the outside of the store. The WIC Approved Shopping Guide must be easily accessible to cashiers at each register. The Vendor Handbook and any Vendor training materials must be kept on-site and available for inspection upon request during any monitoring visit.

Training

14. Vendor, its manager(s) and/or authorized representative(s), shall attend interactive training concerning WV WIC Program requirements: 1) prior to or at time of initial authorization; 2) at least once every three (3) years when the Vendor Agreement is nearing expiration date; and 3) more frequently if the WV WIC Program deems it necessary. The WV WIC Program will have sole discretion to designate the date, time, and location of all interactive training although at least one alternative date shall be provided for the Vendor to attend such training.
15. The WV WIC Program must provide training annually to each authorized Vendor. At least one (1) Vendor representative must participate in this annual training. Annual vendor training may be provided in a variety of formats, including newsletters, videos, and interactive training. If annual training is provided by training video(s) or training newsletter, the State Agency will allow the Vendor thirty (30) days to view this material. The Vendor will be required to confirm in writing that annual training was provided.
16. Vendor shall inform and train cashiers and other staff regarding WV WIC Program requirements.
17. Vendor shall be accountable for any violations committed by its owners, officers, managers, agents, representatives, and employees, whether acting legally or illegally as well as with or without Vendor's knowledge.

Family Benefits

18. Vendor shall provide only WV WIC Approved Foods as specified on the WV WIC Approved Food List. Vendor shall provide this food in the size, form, brand, and quantities stated on the eWIC benefit card. This includes only providing the authorized infant formula which the Vendor has obtained from sources included on the list described in Article 10 of this agreement to participants in exchange for eWIC benefits specifying infant formula.
19. Vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with the eWIC benefit card, except for the replacement of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by", "best if used by" or other date limiting the sale of use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant. Vendor understands that the WV WIC Program is not obligated to reimburse Vendor for benefits when substitutions have been made.
20. Vendor may not provide unauthorized food items or non-food items in exchange for eWIC benefits, nor permit any unauthorized product or service to be paid for with a eWIC benefit card.

21. Vendor shall not provide cash or credit (including rain-checks) for redemption of food benefits in addition to and/or in lieu of authorized food. Vendor shall not allow the eWIC benefit card to be used to pay on a charge account or due bill instead of providing the food listed on the WIC Approved Food List. Vendor understands that the WV WIC Program is not obligated to reimburse Vendor for benefits when such redemption is made.
22. Vendor shall not compel participants to buy store brands, to buy a lesser quantity than specified on the eWIC benefit card or compel participants to buy a lesser or more expensive brand, with the exception of milk which must be the least expensive brand due to State cost containment policies, as long as the selected food(s) is WV WIC approved and complies with the quantity and type of food(s) specified on the eWIC benefit card.
23. Vendor shall provide the supplemental food at the current shelf price or at less than the current shelf price charged to other customers. Vendor understands that any charge for an item of more than the shelf price made by any agent, representative, employee or equipment of the Vendor, whether intentional or unintentional, will be considered an overcharge. The purchase price and requested reimbursement for WIC purchases must include only the authorized supplemental food items actually provided to the WIC customer.
24. Vendor shall accept eWIC benefit cards only from participants, parents or caretakers of infant and child participants, or authorized proxies during their specified benefit time period. Vendor shall not require identification other than the eWIC card and Personal Identification Number (PIN).
25. Vendor shall offer the WV WIC Program and participants, parents or caretakers of infant and child participants, or authorized proxies the same courtesies as offered to other customers. Vendor shall offer a sales receipt, honor manufacturer coupons, store reward/loyalty cards, extend a sale or any other promotional or discount offers to the WV WIC Program and participants as offered or extended to other customers.
26. Vendor shall not collect sales tax on WV WIC food purchases. The only exception to this policy is overage of the fruit and vegetable benefit. The participant will be responsible for any dollar amount over the value of the fruit and vegetable benefit. The vendor must allow the participant, authorized representative or proxy to pay the difference when a fruit and vegetable purchase exceeds the value of eWIC benefits (also known as a split tender transaction).
27. Vendor shall not charge participants, parents or caretakers of infant and child participants, or authorized proxies' money for food purchased with the eWIC benefit card. Acceptance of eWIC for payment of purchase of WV WIC approved food constitutes payment in full to the Vendor. The only exception to this policy regards an overage of a fruit and vegetable benefit. The participant will be responsible for any dollar amount over the value of the fruit and vegetable benefit. The vendor must allow the participant, authorized representative or proxy to pay the difference when a fruit and vegetable purchase exceeds the value of eWIC benefits (also known as a split tender transaction).
28. Vendor shall not provide incentive items, vendor discounts, coupons or other promotions to WIC customers that are not offered to non-WIC customers. This includes any food, merchandise or service provided by a Vendor to attract WIC customers or encourage customer loyalty.
29. Cashiers can manually enter the payment card number (PAN) if they identify the eWIC benefit card cannot be read by their point of sale (POS) system. Under no circumstances can the 16 digit PAN be manually entered without the eWIC cardholder presenting the actual eWIC benefit card and entering a PIN. Cashiers should encourage the eWIC cardholder to contact the local agency so that the benefit card can be replaced. If further help is needed pertaining to this issue, ask for management assistance.

Food Delivery System

30. Vendor must comply with the Electronic Benefits Transfer (EBT) operating rules, standards and technical requirements of the WV WIC EBT system, and United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) regulations.
31. Vendor shall not charge the WV WIC Program any third-party commercial processing costs and fees incurred from Electronic Benefits Transfer (EBT) multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor which the Vendor elects to use to connect to the EBT system of the WV WIC Program shall be the responsibility of the Vendor. The WV WIC Program shall not pay for ongoing maintenance, processing fees or operational costs for vendor integrated systems to support WIC EBT.

32. The WV WIC Program will not pay or reimburse the Vendor for interchange fees related to WIC EBT transactions.
33. Point of Sale (POS) terminals used to support the WIC Program and participant access will be deployed in accordance with the minimum lane coverage provisions of §246.12(z)(2). At its discretion, on a case-by-case basis, the WV WIC Program may pay the ongoing maintenance, processing fees or operational costs, as outlined in the WV WIC third party processor contract, of POS terminals utilized solely for WIC transactions, or, multi-function POS terminals at Vendor locations necessary for participant access. Any costs shared by the WV WIC Program will be proportional to the POS terminal usage for the WIC Program. The WV WIC Program may remove excess terminals if actual redemption activity warrants a reduction consistent with the redemption levels outlined in §246.12(z)(2)(i) and (z)(2)(ii):
- Class 1 and Class 2 stores (Superstores and Supermarkets)

One POS terminal for every \$11,000 in monthly WIC redemption up to a total of four POS terminals, or the number of lanes in the location; whichever is less. At a minimum, terminals shall be installed in monthly WIC redemption threshold increments as follows: one terminal for \$0 to \$11,000; two terminals for \$11,001 to \$22,000; three terminals for \$22,001 to \$33,000; and four terminals for \$33,001 and above.
 - All other Vendors

One POS terminal for every \$8,000 in monthly redemption up to a total of four POS terminals, or the number of lanes in the location; whichever is less. At a minimum, terminals shall be installed in monthly WIC redemption thresholds as follows: one terminal for \$0 to \$8,000; two terminals for \$8,001 to \$16,000; three terminals for \$16,001 to \$24,000; and four terminals for \$24,001 and above.
- The monthly redemption levels used for the installation formula shall be the average redemptions based on a period of up to 12 months of prior redemption.
34. Vendor must return state issued POS terminals within thirty (30) days when a WIC Vendor Agreement is terminated. The WV WIC Program will provide a pre-paid return shipping label.
35. Vendor shall apply the WV WIC Approved Product List (APL) to their integrated processing systems when retrieved, and no later than within 48 hours of the APL file create date and time as recorded in the APL file header record in accordance with provisions of Section 11.5 of the FNS Operating Rules.

Payment of Redeemed Food Benefits

36. The WV WIC Program may make price adjustments to the purchase price on benefits or redemption requests submitted by the Vendor to ensure compliance with the price limitations applicable to the Vendor's peer group and competitive price criteria.
37. The WV WIC Program may deny payment for improperly transacted eWIC purchases or may initiate a claim for payments already made on improperly redeemed eWIC purchases. When the WV WIC Program determines the Vendor has committed a violation which affects the payment to the Vendor, the WV WIC Program will delay payment or establish a claim. The WV WIC Program may delay payment or establish a claim in the amount of the full purchase price of each transaction that contained the Vendor overcharge or other error. The WV WIC Program will provide an opportunity for the Vendor to justify or correct an overcharge or error even though the Vendor must pay any claim assessed by the WV WIC Program. In collecting a claim, the WV WIC Program may offset the claim against current or subsequent amounts to be paid to the Vendor. In addition to denying payment or assessing a claim, the WV WIC Program may sanction the Vendor for overcharges or other errors in accordance with the WV WIC Sanction Policy and Listing.
38. Vendor shall notify the WV WIC Program of any out-of-balance discrepancy or transaction that is erroneously handled, or is believed to be erroneously handled, by the processing system within ten (10) business days from the original transaction date. Merchant shall supply the WV WIC Program with any supporting documentation upon request. Failure to notify the WV WIC Program within such ten (10) business day's period waives any right to an adjustment. In addition, the WV WIC Program may initiate adjustments where a WIC participant submits a substantiated claim within ninety (90) calendar days of the date of a transaction or where other system errors have been identified. Out of balance discrepancies are between the Vendor and WV WIC Program, and are not client or retailer adjustments that must comply with the timeframes as specified in the federal regulations.

39. Vendor shall notify the WV WIC Program promptly of any erroneously settled funds to Vendor's account, and repay such erroneously settled funds to the WV WIC Program within ten (10) days after its discovery of the erroneous settlement.
40. Vendor shall not seek any contribution from participant, parent or caretaker of infant and child participants, or authorized proxies on a valid purchase when the purchase amount exceeds the established maximum allowable reimbursement level. Nor may Vendor refuse acceptance of the eWIC benefit card or restrict quantity or type of food being purchased as long as the foods selected are WV WIC approved and meet with the specific food message on the eWIC benefit card.
41. Vendor may not seek restitution from participants, parents or caretakers of infant and child participants, or authorized proxies for eWIC purchases for which the WV WIC Program has denied payment or provided partial payment. WV WIC purchases are conditional payment instruments, which must meet specific requirements for payment. All payment issues are strictly between the Vendor and the WV WIC Program.
42. Vendor shall permit the WV WIC Program to transfer reimbursements by electronic funds transfer into Vendor's designated bank account.

Routine Monitoring

43. Vendor understands that it may be monitored by the WV WIC Program and/or the USDA/FNS for compliance with WV WIC Program requirements. That monitoring includes, but is not limited to, the Program's authority to conduct covert compliance purchases to determine improper Vendor practices.
44. The Vendor must maintain inventory records used for Federal tax reporting purposes and other records the State Agency may require throughout the course of the Vendor Agreement. Upon request, the Vendor must make available to representatives of the State Agency, USDA, and the Comptroller General of the United States, at any reasonable time and place for inspection and audit all Program related records.
45. During a monitoring visit or at any other time, Vendor shall provide the WV WIC Program with inventory reports. Reports must demonstrate correct shelf prices and stock varieties and amounts required for Program participation, shelf price records and wholesale purchase invoices throughout the existing Agreement period which details the list of WV WIC food items purchased by Vendor, and access to all of Vendor's WV WIC Program related records.
46. Vendor shall provide access to eWIC redemptions negotiated the day of the monitoring visit at the request of the reviewer.
47. The Vendor must maintain and make available purchasing records to the WV WIC Program within fourteen (14) days of a written request from the State Agency. The purchasing records must show the source and date of purchase of all WIC Approved formulas and foods.

Governing Regulations and Policies

48. Vendor shall comply with federal and state civil rights legislation and regulations.
49. A Vendor who commits fraud or abuse of the WV WIC Program is liable for prosecution under applicable federal, state or local laws. Vendors who have willfully misapplied, stolen or fraudulently obtained WV WIC Program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.
50. Vendor understands the WV WIC Program shall refer Vendors who abuse the Program to federal, state or local authorities for prosecution under applicable statutes, where appropriate.
51. Vendor understands the WV WIC Program will terminate the Agreement if the WV WIC Program identifies a conflict of interest, as defined by applicable State laws, regulations, and policies, between the Vendor and the WV WIC Program or its Local Agencies.
52. Vendor shall comply with the nondiscrimination provisions of the USDA's Regulations found at 7 C.F.R. parts 15, 15a and 15b.

53. Vendor shall comply with the Vendor Agreement, Federal and State statutes, regulations, policies, and procedures governing the Program, including any changes made during the Agreement period, and to the conditions specified in the WV WIC Vendor Handbook, incorporated herein by reference. Vendor agrees that it is subject to the sanctions mandated by USDA and the sanctions established by the WV WIC Program. Vendors shall be subject to the WV WIC Sanction Policy and Listing found in the WV WIC Vendor Handbook, incorporated herein by reference.

Vendor Agreement

54. Vendor understands that the WV WIC Program will immediately terminate the Agreement if it determines that the Vendor has provided false information in connection with its application for authorization.
55. Vendor understands that this Agreement shall not be modified by the Vendor in any manner and that any alterations made to the terms and conditions set forth herein shall be null and void and the terms, as originally set forth herein, shall remain in full force and effect.
56. Vendor understands that the Agreement does not constitute a license or a property interest. If the Vendor wishes to continue to be authorized beyond the period of its current Agreement, the Vendor must reapply. If the Vendor is disqualified, the WV WIC Program will terminate the Vendor's Agreement, and the Vendor will have to reapply for authorization after the disqualification period is over. The Vendor will be subject to the Vendor selection and limiting requirements in effect at the time of the reapplication.
57. Vendor shall notify the WV WIC Program of change in ownership or store location or cessation of operation. Vendor understands that authorization is non-transferable; if ownership changes, this Agreement shall be terminated. Vendor shall provide such notification in writing at least thirty (30) days in advance so that another Vendor may be authorized, if deemed appropriate by the WV WIC Program. Vendor understands that the WV WIC Program is not obligated to authorize the new ownership. The WV WIC Program may permit Vendors to move short distances without terminating the Agreement, but the WV WIC Program has discretion to determine whether a change in location qualifies as a short distance, and whether a change in business structure constitutes a change in ownership.
58. Vendor understands that it must return its original signed Agreement for approval and acceptance by the WV WIC Program. Vendor Agreements may be mailed to the WV WIC Program, Vendor Management Unit or returned at the time the Vendor's representatives, agents and/or employees attend Vendor authorization training. Vendor shall be approved to accept eWIC benefits on the same day as authorization.
59. Vendor understands that it must notify the WV WIC Program of any changes, i.e., a decrease or increase in number of cash registers, which may affect an authorized WIC Vendor's peer group classification. The WV WIC Program may change the Vendor's peer group classification due to changes in methodology being used to determine classification or updated Vendor information.
60. Vendor understands that it must comply with the vendor selection criteria throughout the Agreement period, including any changes to the criteria. Failure by Vendor to meet these criteria will result in sanction assessment and/or termination of the Agreement. Using the current vendor selection criteria, the WV WIC Program may reassess the Vendor at any time during the Agreement period.
61. Vendor understands that the use of any USDA service mark, including the WIC acronym may not be used in a manner which states or implies that the Vendor itself is affiliated with or sponsored by the State Agency, USDA or WIC Program.

Vendor Sanctions and Appeals Process

62. Vendor shall have the right to appeal the WV WIC Program's decision pertaining to denial of application to become an authorized Vendor, disqualification or any other adverse action which affects participation during the period of the Vendor Agreement. Exceptions are: 1) the expiration of a Vendor Agreement; 2) disqualification as a result of SNAP disqualification; and 3) the WV WIC Program's determination as to what constitutes inadequate participant access. All adverse actions which may or may not be subject to administrative appeal are listed in the WV WIC Program's Fair Hearing Policy for Vendors located in the Vendor Handbook.
63. Vendor understands the WV WIC Program may disqualify and/or sanction a Vendor for reasons of Program abuse as set forth in the WV WIC Vendor Handbook, WV WIC Sanction Policy and Listing, and this Agreement. Vendor further understands that the sanctions found in the WV WIC Sanction Policy and Listing have been structured in such a way as to take into account the relative severity and type of conduct listed. Vendor shall be

familiar with those violations found in the WV WIC Vendor Handbook, Sanction Policy and Listing, and this Agreement to take appropriate measures in implementing safeguards to prevent their occurrence.

64. Vendor understands the sanctions found in WV WIC Sanction Policy and Listing **do not** take into account whether the violations represented Vendor policy, occurred with or without management knowledge, were the actions of an individual, agent, employee or representative who did not understand WV WIC Program rules, or if prior warning and an opportunity for correction was provided to the Vendor.
65. Payment of a Vendor claim does not absolve the Vendor for violations which give rise to sanctions whenever the Vendor violation meets the conditions set forth in the WV WIC Vendor Sanction Policy and Listing. Vendor further understands that the WV WIC Program considers certain violations, i.e. overcharge, trafficking, etc., to be of such serious nature to warrant disqualification at any level or degree of the violation.
66. Vendor understands that its disqualification from participating in the WV WIC Program may result in its disqualification from SNAP, and that this disqualification is not subject to administrative or judicial review under SNAP.
67. Vendor understands that its disqualification from participation in SNAP shall result in its disqualification from the WV WIC Program, unless, at its discretion, the WV WIC Program determines that such disqualification would result in inadequate participant access as defined by WV WIC Program policy. A Vendor's disqualification from the WV WIC Program as a result of disqualification from SNAP is not subject to administrative or judicial review under the WV WIC Program.
68. Vendor understands if SNAP imposes a civil money penalty in lieu of program disqualification, the WV WIC Program may impose a disqualification period equal to the length of SNAP's original proposed length of disqualification.
69. Vendor understands the provision of sanctions for WV WIC Program violations shall not be construed as excluding or replacing any additional penalties or sanctions available to WV WIC Program or any criminal or civil sanctions or other remedies that may be applicable under any federal or state statute or local ordinance.
70. Vendor understands a potentially hearable issue shall not be considered at a later hearing if this issue was: (a) not challenged at a previously offered opportunity; or, (b) challenged but then abandoned by the Vendor and/or representative; or, (c) challenged and a final decision was rendered.
71. In addition to claims collection, the Vendor may be sanctioned for Vendor violations in accordance with the WV WIC Program's sanction schedule. Sanctions may include administrative fines, disqualifications, and civil money penalties in lieu of disqualification. The WV WIC Program must notify a Vendor in writing when an investigation reveals an initial violation for which a pattern of occurrences must be established in order to impose a sanction, before another such incidence is documented, unless the WV WIC Program determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an investigation.
72. Vendor understands a Vendor resignation will not be accepted to avoid mandatory training, sanction point assessment, and/or disqualification. Vendor also understands that any sanctions assessed to the Vendor will remain with the Vendor throughout the period of the current Vendor Agreement and will be reinstated and be part of the Vendor's sanction record should Vendor resign and then regain authorization as a WV WIC Vendor within this aforementioned Agreement period.

General Conditions

73. Upon expiration of this Agreement, the Vendor may reapply for consideration for Vendor authorization. Vendor understands that renewal or reauthorization of Vendor status is not automatic.
74. Vendor understands neither the WV WIC Program nor the Vendor has an obligation to renew the Vendor Agreement.
75. This Agreement may be terminated by mutual agreement of all parties at any time.
76. The WV WIC Program shall provide the Vendor with not less than fifteen (15) days advance notice of the expiration date of the Vendor Agreement.
77. Except when a sanction action is pending, Vendor may terminate this Agreement at any time upon thirty (30) days

written notice to the WV WIC Program. Failure to notify the WV WIC Program at least thirty (30) days prior to such termination could result in denial of any future application for participation by the Vendor.

- 78. Either the WV WIC Program or the Vendor may terminate the Agreement for cause after providing advance written notice of a period of not less than fifteen (15) days.
- 79. The WV WIC Program reserves the right to modify the terms and conditions of this Agreement at any time. When it desires to modify the terms and conditions of this Agreement, the WV WIC Program shall notify the Vendor, in writing, 60 days in advance of the effective date of the new Agreement. The term of the revised Agreement will be from the revised effective date through the revised expiration date of the original Agreement.
- 80. This Agreement shall be performed in accordance with the provisions of Title VII of the Civil Rights Act of 1964, current federal WIC Program regulations and/or WV WIC Program policies and regulations. No person under this Program shall discriminate on the basis of race, color, national origin, age, sex, or disability.
- 81. If any provision of this Vendor Agreement, WV WIC Vendor Handbook or Sanction Policy and Listing is adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of the Vendor Agreement, WV WIC Vendor Handbook, or Vendor Sanction Policy and Listing, but shall be confined in its operation to the provisions thereof directly involved in the controversy in which such judgment shall have been rendered, and the applicability of such provision to other persons or circumstances shall not be affected thereby.

The undersigned representative for the Vendor specified on this Agreement, do hereby acknowledge that I have read the WV WIC Vendor Agreement and agree to the requirements as set forth by the WV WIC Program and this Vendor Agreement. I acknowledge that I or my designated representative(s) has attended Vendor Authorization Training. I have had sufficient opportunity to review and consider this Agreement, consult with legal counsel, and ask questions of WV WIC Program representatives regarding such requirements. I acknowledge that I have reviewed the WV WIC Vendor Handbook, Vendor Sanction Policy, and Vendor Sanction Listing and that I fully understand that violations of WV WIC Policy by employees, representatives, or agents of the above-named Vendor will result in disqualification from the WV WIC Program.

Vendor Representative: _____
Signature of Vendor Representative

Date Store Name WV WIC Vendor Number

WV WIC Representative: _____
Signature of WV WIC Program Representative Date

VENDOR AGREEMENT ADDENDUM

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, or handicap, 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.

APPENDIX F

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

**WV Bureau for Public Health Office of Nutrition Services WIC Program
350 Capitol Street, Room 519
Charleston, WV 25301-3717
Attention: Vendor Unit**

The WIC program and the processing center for eWIC will accomplish reimbursement by Vendors via depositing the reimbursement directly into the account listed below. **Attach: voided check to this agreement to ensure proper routing and account numbers.** You must notify this office of any changes to your banking information so that the reimbursement will be credited to the correct account.

WV WIC Vendor # _____

Store Name _____

Address _____

City, State _____

Zip Code _____ Telephone Number () _____

Contact Name (please print) _____

Email Address _____

I (we) hereby authorize the West Virginia WIC Program (hereafter the Program) to initiate credit entries to my (our) banking account. If funds to which I (we) are not entitled to are deposited to my (our) account, I (we) authorize the Program to direct the financial institution(s) to reverse said funds. These Credit transactions should be made to the depository bank named below:

Depository Bank Name _____

Branch _____

City _____ State _____ Zip Code _____

Routing Number _____ Account Number _____

Telephone Number () _____

Before completing the above section, please verify your routing and account number with your bank or corporation office.

This authorization is to remain in effect until the Program has received written notification of its termination.

Vendor Authorized Representative * _____

Title _____ Date _____

This form should only be completed by the store manager, owner or authorized agent, representative.

Revised: September 2014

APPENDIX G

VENDOR AGREEMENT

VENDOR AGREEMENT

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

Vendor Number: SNAP Number: County:
Name of Vendor:
Address:
City: State: Zip Code:
Email Address: Telephone Number:

This Agreement is for the period of **DATE** to **DATE**. The Vendor named above is authorized to participate in the West Virginia Special Supplemental Nutrition Program for Women, Infants and Children under administration of the West Virginia Department of Health and Human Resources subject to the following terms and conditions:

A. The WV WIC Program Agrees To The Following:

1. The WV WIC Program will accept applications and authorize Vendors to maximize Program benefits while ensuring participant access, statewide coverage and fair treatment.
2. The WV WIC Program will provide Vendors with training and guidance regarding Program requirements annually and once every three (3) years, or, on a more frequent basis as indicated by error patterns or violations. Consideration will be given to Vendor requests for additional training at the discretion of the WV WIC Program.
3. The WV WIC Program will ensure that an account is maintained with sufficient funds to cover daily banking activity.
4. The WV WIC Program will establish and apply limits on the purchase price and/or amount of reimbursement allowed for WIC food items and Vendor redemption requests. In setting allowable reimbursement levels, the WV WIC Program must consider participant access in a geographic area, and may include a factor to reflect fluctuations in wholesale prices.
5. The WV WIC Program will provide Vendors with WV WIC Program materials.
6. The WV WIC Program will provide technical assistance and monitoring to ensure Vendors are operating in compliance with WV WIC Program requirements.
7. The WV WIC Program will maintain a fair hearings process to hear appeals related to denial of application to become an authorized Vendor, any adverse action which affects participation during the term of the Vendor Agreement and Vendor disqualification.
8. The WV WIC Program will notify Vendors of changes to Federal or State statutes, regulations, policies, or procedures governing the WV WIC Program at least sixty (60) days prior to implementation. The Vendor must comply with the Vendor Agreement and Federal and State statutes, regulations, policies, and procedures governing the Program, including any changes made during the Agreement period.

B. The Vendor Agrees To The Following:

Food Items and WIC Materials

9. Vendor shall carry the required minimum quantity and variety of food items per food category from the WV WIC Approved Food List as determined by the WV WIC Program. Such food shall not be stale, spoiled, or remain available for purchase beyond the expiration date. Vendor shall maintain an inventory record showing the availability of WV WIC Approved foods throughout the period that this Agreement is in effect.

10. Vendor shall order WIC approved infant formula only from the Approved List of Manufacturers, Wholesalers, Distributors, and Retailers provided by the WV WIC Program to ensure product integrity. The Vendor must notify the State Agency within 30 days, if their primary source of WIC Approved formula has changed from what was reported at the time of application or previously reported.
11. Vendor shall ensure prices on all WV WIC approved food items are clearly marked. Vendor shall maintain a record of shelf prices on WV WIC Approved Foods throughout the period that this Agreement is in effect.
12. Vendor shall remain price competitive based on Vendor's peer group and competitive price criteria throughout the period of this Agreement. Furthermore, Vendor shall not derive more than 50 percent of its total annual food sales revenue from eWIC transactions. A Vendor's failure to remain price competitive, or designation as an above-50-percent WIC Vendor, is cause for termination of the Vendor Agreement, even if actual payments to the vendor are within the maximum reimbursement amount.
13. Vendor shall use WV WIC Program materials as specified by the WV WIC Program. Window decal must be prominently displayed, and be seen from the outside of the store. The WIC Approved Shopping Guide must be easily accessible to cashiers at each register. The Vendor Handbook and any Vendor training materials must be kept on-site and available for inspection upon request during any monitoring visit.

Training

14. Vendor, its manager(s) and/or authorized representative(s), shall attend interactive training concerning WV WIC Program requirements: 1) prior to or at time of initial authorization; 2) at least once every three (3) years when the Vendor Agreement is nearing expiration date; and 3) more frequently if the WV WIC Program deems it necessary. The WV WIC Program will have sole discretion to designate the date, time, and location of all interactive training although at least one alternative date shall be provided for the Vendor to attend such training.
15. The WV WIC Program must provide training annually to each authorized Vendor. At least one (1) Vendor representative must participate in this annual training. Annual vendor training may be provided in a variety of formats, including newsletters, videos, and interactive training. If annual training is provided by training video(s) or training newsletter, the State Agency will allow the Vendor thirty (30) days to view this material. The Vendor will be required to confirm in writing that annual training was provided.
16. Vendor shall inform and train cashiers and other staff regarding WV WIC Program requirements.
17. Vendor shall be accountable for any violations committed by its owners, officers, managers, agents, representatives, and employees, whether acting legally or illegally as well as with or without Vendor's knowledge.

Family Benefits

18. Vendor shall provide only WV WIC Approved Foods as specified on the WV WIC Approved Food List. Vendor shall provide this food in the size, form, brand, and quantities stated on the eWIC benefit card. This includes only providing the authorized infant formula which the Vendor has obtained from sources included on the list described in Article 10 of this agreement to participants in exchange for eWIC benefits specifying infant formula.
19. Vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with the eWIC benefit card, except for the replacement of an identical authorized supplemental food item when the original authorized supplemental food item is defective, spoiled, or has exceeded its "sell by", "best if used by" or other date limiting the sale of use of the food item. An identical authorized supplemental food item means the exact brand and size as the original authorized supplemental food item obtained and returned by the participant. Vendor understands that the WV WIC Program is not obligated to reimburse Vendor for benefits when substitutions have been made.
20. Vendor may not provide unauthorized food items or non-food items in exchange for eWIC benefits, nor permit any unauthorized product or service to be paid for with a eWIC benefit card.
21. Vendor shall not provide cash or credit (including rain-checks) for redemption of food benefits in addition to and/or in lieu of authorized food. Vendor shall not allow the eWIC benefit card to be used to pay on a charge account or due bill instead of providing the food listed on the WIC Approved Food List. Vendor understands that the WV WIC Program is not obligated to reimburse Vendor for benefits when such redemption is made.

22. Vendor shall not compel participants to buy store brands, to buy a lesser quantity than specified on the eWIC benefit card or compel participants to buy a lesser or more expensive brand, with the exception of milk which must be the least expensive brand due to State cost containment policies, as long as the selected food(s) is WV WIC approved and complies with the quantity and type of food(s) specified on the eWIC benefit card.
23. Vendor shall provide the supplemental food at the current shelf price or at less than the current shelf price charged to other customers. Vendor understands that any charge for an item of more than the shelf price made by any agent, representative, employee or equipment of the Vendor, whether intentional or unintentional, will be considered an overcharge. The purchase price and requested reimbursement for WIC purchases must include only the authorized supplemental food items actually provided to the WIC customer.
24. Vendor shall accept eWIC benefit cards only from participants, parents or caretakers of infant and child participants, or authorized proxies during their specified benefit time period. Vendor shall not require identification other than the eWIC card and Personal Identification Number (PIN).
25. Vendor shall offer the WV WIC Program and participants, parents or caretakers of infant and child participants, or authorized proxies the same courtesies as offered to other customers. Vendor shall offer a sales receipt, honor manufacturer coupons, store reward/loyalty cards, extend a sale or any other promotional or discount offers to the WV WIC Program and participants as offered or extended to other customers.
26. Vendor shall not collect sales tax on WV WIC food purchases. The only exception to this policy is overage of the fruit and vegetable benefit. The participant will be responsible for any dollar amount over the value of the fruit and vegetable benefit. The vendor must allow the participant, authorized representative or proxy to pay the difference when a fruit and vegetable purchase exceeds the value of eWIC benefits (also known as a split tender transaction).
27. Vendor shall not charge participants, parents or caretakers of infant and child participants, or authorized proxies' money for food purchased with the eWIC benefit card. Acceptance of eWIC for payment of purchase of WV WIC approved food constitutes payment in full to the Vendor. The only exception to this policy regards an overage of a fruit and vegetable benefit. The participant will be responsible for any dollar amount over the value of the fruit and vegetable benefit. The vendor must allow the participant, authorized representative or proxy to pay the difference when a fruit and vegetable purchase exceeds the value of eWIC benefits (also known as a split tender transaction).
28. Vendor shall not provide incentive items, vendor discounts, coupons or other promotions to WIC customers that are not offered to non-WIC customers. This includes any food, merchandise or service provided by a Vendor to attract WIC customers or encourage customer loyalty.
29. Cashiers can manually enter the payment card number (PAN) if they identify the eWIC benefit card cannot be read by their point of sale (POS) system. Under no circumstances can the 16 digit PAN be manually entered without the eWIC cardholder presenting the actual eWIC benefit card and entering a PIN. Cashiers should encourage the eWIC cardholder to contact the local agency so that the benefit card can be replaced. If further help is needed pertaining to this issue, ask for management assistance.

Food Delivery System

30. Vendor must comply with the Electronic Benefits Transfer (EBT) operating rules, standards and technical requirements of the WV WIC EBT system, and United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) regulations.
31. Vendor shall not charge the WV WIC Program any third-party commercial processing costs and fees incurred from Electronic Benefits Transfer (EBT) multi-function equipment. Commercial transaction processing costs and fees imposed by a third-party processor which the Vendor elects to use to connect to the EBT system of the WV WIC Program shall be the responsibility of the Vendor. The WV WIC Program shall not pay for ongoing maintenance, processing fees or operational costs for vendor integrated systems to support WIC EBT.
32. The WV WIC Program will not pay or reimburse the Vendor for interchange fees related to WIC EBT transactions.

33. Point of Sale (POS) terminals used to support the WIC Program and participant access will be deployed in accordance with the minimum lane coverage provisions of §246.12(z)(2). At its discretion, on a case-by-case basis, the WV WIC Program may pay the ongoing maintenance, processing fees or operational costs, as outlined in the WV WIC third party processor contract, of POS terminals utilized solely for WIC transactions, or, multi-function POS terminals at Vendor locations necessary for participant access. Any costs shared by the WV WIC Program will be proportional to the POS terminal usage for the WIC Program. The WV WIC Program may remove excess terminals if actual redemption activity warrants a reduction consistent with the redemption levels outlined in §246.12(z)(2)(i) and (z)(2)(ii):

- Class 1 and Class 2 stores (Superstores and Supermarkets)

One POS terminal for every \$11,000 in monthly WIC redemption up to a total of four POS terminals, or the number of lanes in the location; whichever is less. At a minimum, terminals shall be installed in monthly WIC redemption threshold increments as follows: one terminal for \$0 to \$11,000; two terminals for \$11,001 to \$22,000; three terminals for \$22,001 to \$33,000; and four terminals for \$33,001 and above.

- All other Vendors

One POS terminal for every \$8,000 in monthly redemption up to a total of four POS terminals, or the number of lanes in the location; whichever is less. At a minimum, terminals shall be installed in monthly WIC redemption thresholds as follows: one terminal for \$0 to \$8,000; two terminals for \$8,001 to \$16,000; three terminals for \$16,001 to \$24,000; and four terminals for \$24,001 and above.

The monthly redemption levels used for the installation formula shall be the average redemptions based on a period of up to 12 months of prior redemption.

34. Vendor must return state issued POS terminals within thirty (30) days when a WIC Vendor Agreement is terminated. The WV WIC Program will provide a pre-paid return shipping label.
35. Vendor shall apply the WV WIC Approved Product List (APL) to their integrated processing systems when retrieved, and no later than within 48 hours of the APL file create date and time as recorded in the APL file header record in accordance with provisions of Section 11.5 of the FNS Operating Rules.

Payment of Redeemed Food Benefits

36. The WV WIC Program may make price adjustments to the purchase price on benefits or redemption requests submitted by the Vendor to ensure compliance with the price limitations applicable to the Vendor's peer group and competitive price criteria.
37. The WV WIC Program may deny payment for improperly transacted eWIC purchases or may initiate a claim for payments already made on improperly redeemed eWIC purchases. When the WV WIC Program determines the Vendor has committed a violation which affects the payment to the Vendor, the WV WIC Program will delay payment or establish a claim. The WV WIC Program may delay payment or establish a claim in the amount of the full purchase price of each transaction that contained the Vendor overcharge or other error. The WV WIC Program will provide an opportunity for the Vendor to justify or correct an overcharge or error even though the Vendor must pay any claim assessed by the WV WIC Program. In collecting a claim, the WV WIC Program may offset the claim against current or subsequent amounts to be paid to the Vendor. In addition to denying payment or assessing a claim, the WV WIC Program may sanction the Vendor for overcharges or other errors in accordance with the WV WIC Sanction Policy and Listing.
38. Vendor shall notify the WV WIC Program of any out-of-balance discrepancy or transaction that is erroneously handled, or is believed to be erroneously handled, by the processing system within ten (10) business days from the original transaction date. Merchant shall supply the WV WIC Program with any supporting documentation upon request. Failure to notify the WV WIC Program within such ten (10) business day's period waives any right to an adjustment. In addition, the WV WIC Program may initiate adjustments where a WIC participant submits a substantiated claim within ninety (90) calendar days of the date of a transaction or where other system errors have been identified. Out of balance discrepancies are between the Vendor and WV WIC Program, and are not client or retailer adjustments that must comply with the timeframes as specified in the federal regulations.
39. Vendor shall notify the WV WIC Program promptly of any erroneously settled funds to Vendor's account, and repay such erroneously settled funds to the WV WIC Program within ten (10) days after its discovery of the erroneous settlement.

40. Vendor shall not seek any contribution from participant, parent or caretaker of infant and child participants, or authorized proxies on a valid purchase when the purchase amount exceeds the established maximum allowable reimbursement level. Nor may Vendor refuse acceptance of the eWIC benefit card or restrict quantity or type of food being purchased as long as the foods selected are WV WIC approved and meet with the specific food message on the eWIC benefit card.
41. Vendor may not seek restitution from participants, parents or caretakers of infant and child participants, or authorized proxies for eWIC purchases for which the WV WIC Program has denied payment or provided partial payment. WV WIC purchases are conditional payment instruments, which must meet specific requirements for payment. All payment issues are strictly between the Vendor and the WV WIC Program.
42. Vendor shall permit the WV WIC Program to transfer reimbursements by electronic funds transfer into Vendor's designated bank account.

Routine Monitoring

43. Vendor understands that it may be monitored by the WV WIC Program and/or the USDA/FNS for compliance with WV WIC Program requirements. That monitoring includes, but is not limited to, the Program's authority to conduct covert compliance purchases to determine improper Vendor practices.
44. The Vendor must maintain inventory records used for Federal tax reporting purposes and other records the State Agency may require throughout the course of the Vendor Agreement. Upon request, the Vendor must make available to representatives of the State Agency, USDA, and the Comptroller General of the United States, at any reasonable time and place for inspection and audit all Program related records.
45. During a monitoring visit or at any other time, Vendor shall provide the WV WIC Program with inventory reports. Reports must demonstrate correct shelf prices and stock varieties and amounts required for Program participation, shelf price records and wholesale purchase invoices throughout the existing Agreement period which details the list of WV WIC food items purchased by Vendor, and access to all of Vendor's WV WIC Program related records.
46. Vendor shall provide access to eWIC redemptions negotiated the day of the monitoring visit at the request of the reviewer.
47. The Vendor must maintain and make available purchasing records to the WV WIC Program within fourteen (14) days of a written request from the State Agency. The purchasing records must show the source and date of purchase of all WIC Approved formulas and foods.

Governing Regulations and Policies

48. Vendor shall comply with federal and state civil rights legislation and regulations.
49. A Vendor who commits fraud or abuse of the WV WIC Program is liable for prosecution under applicable federal, state or local laws. Vendors who have willfully misapplied, stolen or fraudulently obtained WV WIC Program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.
50. Vendor understands the WV WIC Program shall refer Vendors who abuse the Program to federal, state or local authorities for prosecution under applicable statutes, where appropriate.
51. Vendor understands the WV WIC Program will terminate the Agreement if the WV WIC Program identifies a conflict of interest, as defined by applicable State laws, regulations, and policies, between the Vendor and the WV WIC Program or its Local Agencies.
52. Vendor shall comply with the nondiscrimination provisions of the USDA's Regulations found at 7 C.F.R. parts 15, 15a and 15b.

53. Vendor shall comply with the Vendor Agreement, Federal and State statutes, regulations, policies, and procedures governing the Program, including any changes made during the Agreement period, and to the conditions specified in the WV WIC Vendor Handbook, incorporated herein by reference. Vendor agrees that it is subject to the sanctions mandated by USDA and the sanctions established by the WV WIC Program. Vendors shall be subject to the WV WIC Sanction Policy and Listing found in the WV WIC Vendor Handbook, incorporated herein by reference.

Vendor Agreement

54. Vendor understands that the WV WIC Program will immediately terminate the Agreement if it determines that the Vendor has provided false information in connection with its application for authorization.
55. Vendor understands that this Agreement shall not be modified by the Vendor in any manner and that any alterations made to the terms and conditions set forth herein shall be null and void and the terms, as originally set forth herein, shall remain in full force and effect.
56. Vendor understands that the Agreement does not constitute a license or a property interest. If the Vendor wishes to continue to be authorized beyond the period of its current Agreement, the Vendor must reapply. If the Vendor is disqualified, the WV WIC Program will terminate the Vendor's Agreement, and the Vendor will have to reapply for authorization after the disqualification period is over. The Vendor will be subject to the Vendor selection and limiting requirements in effect at the time of the reapplication.
57. Vendor shall notify the WV WIC Program of change in ownership or store location or cessation of operation. Vendor understands that authorization is non-transferable; if ownership changes, this Agreement shall be terminated. Vendor shall provide such notification in writing at least thirty (30) days in advance so that another Vendor may be authorized, if deemed appropriate by the WV WIC Program. Vendor understands that the WV WIC Program is not obligated to authorize the new ownership. The WV WIC Program may permit Vendors to move short distances without terminating the Agreement, but the WV WIC Program has discretion to determine whether a change in location qualifies as a short distance, and whether a change in business structure constitutes a change in ownership.
58. Vendor understands that it must return its original signed Agreement for approval and acceptance by the WV WIC Program. Vendor Agreements may be mailed to the WV WIC Program, Vendor Management Unit or returned at the time the Vendor's representatives, agents and/or employees attend Vendor authorization training. Vendor shall be approved to accept eWIC benefits on the same day as authorization.
59. Vendor understands that it must notify the WV WIC Program of any changes, i.e., a decrease or increase in number of cash registers, which may affect an authorized WIC Vendor's peer group classification. The WV WIC Program may change the Vendor's peer group classification due to changes in methodology being used to determine classification or updated Vendor information.
60. Vendor understands that it must comply with the vendor selection criteria throughout the Agreement period, including any changes to the criteria. Failure by Vendor to meet these criteria will result in sanction assessment and/or termination of the Agreement. Using the current vendor selection criteria, the WV WIC Program may reassess the Vendor at any time during the Agreement period.
61. Vendor understands that the use of any USDA service mark, including the WIC acronym may not be used in a manner which states or implies that the Vendor itself is affiliated with or sponsored by the State Agency, USDA or WIC Program.

Vendor Sanctions and Appeals Process

62. Vendor shall have the right to appeal the WV WIC Program's decision pertaining to denial of application to become an authorized Vendor, disqualification or any other adverse action which affects participation during the period of the Vendor Agreement. Exceptions are: 1) the expiration of a Vendor Agreement; 2) disqualification as a result of SNAP disqualification; and 3) the WV WIC Program's determination as to what constitutes inadequate participant access. All adverse actions which may or may not be subject to administrative appeal are listed in the WV WIC Program's Fair Hearing Policy for Vendors located in the Vendor Handbook.

63. Vendor understands the WV WIC Program may disqualify and/or sanction a Vendor for reasons of Program abuse as set forth in the WV WIC Vendor Handbook, WV WIC Sanction Policy and Listing, and this Agreement. Vendor further understands that the sanctions found in the WV WIC Sanction Policy and Listing have been structured in such a way as to take into account the relative severity and type of conduct listed. Vendor shall be familiar with those violations found in the WV WIC Vendor Handbook, Sanction Policy and Listing, and this Agreement to take appropriate measures in implementing safeguards to prevent their occurrence.
64. Vendor understands the sanctions found in WV WIC Sanction Policy and Listing **do not** take into account whether the violations represented Vendor policy, occurred with or without management knowledge, were the actions of an individual, agent, employee or representative who did not understand WV WIC Program rules, or if prior warning and an opportunity for correction was provided to the Vendor.
65. Payment of a Vendor claim does not absolve the Vendor for violations which give rise to sanctions whenever the Vendor violation meets the conditions set forth in the WV WIC Vendor Sanction Policy and Listing. Vendor further understands that the WV WIC Program considers certain violations, i.e. overcharge, trafficking, etc., to be of such serious nature to warrant disqualification at any level or degree of the violation.
66. Vendor understands that its disqualification from participating in the WV WIC Program may result in its disqualification from SNAP, and that this disqualification is not subject to administrative or judicial review under SNAP.
67. Vendor understands that its disqualification from participation in SNAP shall result in its disqualification from the WV WIC Program, unless, at its discretion, the WV WIC Program determines that such disqualification would result in inadequate participant access as defined by WV WIC Program policy. A Vendor's disqualification from the WV WIC Program as a result of disqualification from SNAP is not subject to administrative or judicial review under the WV WIC Program.
68. Vendor understands if SNAP imposes a civil money penalty in lieu of program disqualification, the WV WIC Program may impose a disqualification period equal to the length of SNAP's original proposed length of disqualification.
69. Vendor understands the provision of sanctions for WV WIC Program violations shall not be construed as excluding or replacing any additional penalties or sanctions available to WV WIC Program or any criminal or civil sanctions or other remedies that may be applicable under any federal or state statute or local ordinance.
70. Vendor understands a potentially hearable issue shall not be considered at a later hearing if this issue was: (a) not challenged at a previously offered opportunity; or, (b) challenged but then abandoned by the Vendor and/or representative; or, (c) challenged and a final decision was rendered.
71. In addition to claims collection, the Vendor may be sanctioned for Vendor violations in accordance with the WV WIC Program's sanction schedule. Sanctions may include administrative fines, disqualifications, and civil money penalties in lieu of disqualification. The WV WIC Program must notify a Vendor in writing when an investigation reveals an initial violation for which a pattern of occurrences must be established in order to impose a sanction, before another such incidence is documented, unless the WV WIC Program determines, in its discretion, on a case-by-case basis, that notifying the Vendor would compromise an investigation.
72. Vendor understands a Vendor resignation will not be accepted to avoid mandatory training, sanction point assessment, and/or disqualification. Vendor also understands that any sanctions assessed to the Vendor will remain with the Vendor throughout the period of the current Vendor Agreement and will be reinstated and be part of the Vendor's sanction record should Vendor resign and then regain authorization as a WV WIC Vendor within this aforementioned Agreement period.

General Conditions

73. Upon expiration of this Agreement, the Vendor may reapply for consideration for Vendor authorization. Vendor understands that renewal or reauthorization of Vendor status is not automatic.
74. Vendor understands neither the WV WIC Program nor the Vendor has an obligation to renew the Vendor Agreement.
75. This Agreement may be terminated by mutual agreement of all parties at any time.

- 76. The WV WIC Program shall provide the Vendor with not less than fifteen (15) days advance notice of the expiration date of the Vendor Agreement.
- 77. Except when a sanction action is pending, Vendor may terminate this Agreement at any time upon thirty (30) days written notice to the WV WIC Program. Failure to notify the WV WIC Program at least thirty (30) days prior to such termination could result in denial of any future application for participation by the Vendor.
- 78. Either the WV WIC Program or the Vendor may terminate the Agreement for cause after providing advance written notice of a period of not less than fifteen (15) days.
- 79. The WV WIC Program reserves the right to modify the terms and conditions of this Agreement at any time. When it desires to modify the terms and conditions of this Agreement, the WV WIC Program shall notify the Vendor, in writing, 60 days in advance of the effective date of the new Agreement. The term of the revised Agreement will be from the revised effective date through the revised expiration date of the original Agreement.
- 80. This Agreement shall be performed in accordance with the provisions of Title VII of the Civil Rights Act of 1964, current federal WIC Program regulations and/or WV WIC Program policies and regulations. No person under this Program shall discriminate on the basis of race, color, national origin, age, sex, or disability.
- 81. If any provision of this Vendor Agreement, WV WIC Vendor Handbook or Sanction Policy and Listing is adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of the Vendor Agreement, WV WIC Vendor Handbook, or Vendor Sanction Policy and Listing, but shall be confined in its operation to the provisions thereof directly involved in the controversy in which such judgment shall have been rendered, and the applicability of such provision to other persons or circumstances shall not be affected thereby.

The undersigned representative for the Vendor specified on this Agreement, do hereby acknowledge that I have read the WV WIC Vendor Agreement and agree to the requirements as set forth by the WV WIC Program and this Vendor Agreement. I acknowledge that I or my designated representative(s) has attended Vendor Authorization Training. I have had sufficient opportunity to review and consider this Agreement, consult with legal counsel, and ask questions of WV WIC Program representatives regarding such requirements. I acknowledge that I have reviewed the WV WIC Vendor Handbook, Vendor Sanction Policy, and Vendor Sanction Listing and that I fully understand that violations of WV WIC Policy by employees, representatives, or agents of the above-named Vendor will result in disqualification from the WV WIC Program.

Vendor Representative: _____
Signature of Vendor Representative

Date	Store Name	WV WIC Vendor Number
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WV WIC Representative: _____
Signature of WV WIC Program Representative
Date

VENDOR AGREEMENT ADDENDUM

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, or handicap, 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.

APPENDIX I

WIC APPROVED FOOD LIST

WV WIC Program Approved Food List

Effective July 1, 2015 Revised 11-11-2015

• **BREAKFAST CEREALS**

ALLOWED	NOT ALLOWED
Boxes or Bags	Single serving boxes or packets except Quaker Instant Oatmeal
Minimum package size is 12 ounce for cold cereal. Maximum package size is 36 ounce.	Organic cereals
Minimum package size is 11 ounce for hot cereal. Maximum package size is 36 ounce.	

➤ **Whole Grains**

B&G Cream of Wheat – Whole Grain 2 ½ Minute or Instant Whole Grain
Food Club Frosted Shredded Wheat Strawberry Cream
General Mills Cheerios – Original or Multi Grain
General Mills Chex – Corn
General Mills Dora the Explorer
General Mills Go Diego Go
General Mills Kix – Original, Berry Berry or Honey
Kellogg’s Frosted Mini-Wheats – Original Bite Size, Little Bites Original, Touch of Fruit Raisin, or Touch of Fruit Raspberry
Kroger Frosted Shredded Wheat - Blueberry ✓ or Strawberry Cream ✓
Malt O Meal Oat Blenders – with Honey or with Honey and Almond
Malt O Meal Mini Spooners – Blueberry ✓ or Strawberry Cream ✓
My Essentials (Food Lion) Strawberry Frosted Shredded Wheat
Our Family Strawberry Cream Frosted Shredded Wheat ✓
Quaker Life – Original only
Quaker Oatmeal Squares – Brown Sugar ✓, Cinnamon ✓, Golden Maple ✓ or Honey Nut ✓
Quaker Instant Oatmeal – Original only (individual packets)
Post Alphabits
Post Great Grains – Banana Nut Crunch
Post Honey Bunches of Oats –Vanilla Bunches, or Whole Grain Honey Crunch
Post Shredded Wheat – Honey Nut
Sunbelt Bakery Simple Granola

✓ Source of 100% Daily Value of Folic Acid

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➤ **Other Cereals**

General Mills Chex – Rice
Kellogg’s Corn Flakes
Kellogg’s Crispix
Kellogg’s Rice Krispies – Original or Gluten Free
Kellogg’s Special K ✓
Malt O Meal Chocolate Hot Wheat Cereal ✓
Malt O Meal CoCo Wheats ✓
Post Honey Bunches of Oats - Cinnamon Bunches, Honey Roasted, or with Almonds
✓ Source of 100% Daily Value of Folic Acid

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• **JUICE**

ALLOWED	NOT ALLOWED
Pasteurized 100% unsweetened fruit juice or vegetable juice, single strength or concentrate, containing at least 30 milligrams of vitamin C per 100 milliliters of juice	Juice with added sugar or sugar substitutes; Fruit and/or vegetable juice blends; <i>Juicy Juice; Welch's; Grapefruit juice</i> ; Juice drinks or cocktails; Juice with carbonation; Sports drinks; Ciders; Lemon or lime juice; Organic juices; Fresh juice; <i>Infant juice; V-8 Splash or Fusion varieties.</i>
12 ounce frozen, 64 ounce shelf stable or refrigerated cans, plastic bottles, jugs, or cartons, ONLY	Shelf-stable concentrate; Glass bottles; Packages of individual serving size.

➤ **Apple: With or Without Calcium**

64 ounces = ½ Gallon

12 oz. Frozen	64 oz. Shelf Stable or 64 oz. Refrigerated
Essential Everyday	Best Yet
Food Club	Essential Everyday
Food Lion	Food Club
Giant	Food Lion
Great Value	Giant
HyTop	Giant Eagle
Kroger	Great Value
My Essentials (Food Lion)	HyTop
Our Family	IGA
Tipton Grove	Kroger
Valutime	My Essentials
Weis From the Field	Our Family
	Shurfine
	Smart Sense
	Tipton Grove
	Weis 5 Star
	Weis Quality

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- **Grape:** White, purple or red; With or Without Calcium **64 ounces = ½ Gallon**

12oz. Frozen	64 oz. Shelf Stable or 64 oz. Refrigerated
Essential Everyday	Best Yet
Food Club	Essential Everyday
Giant	Food Club
Great Value	Food Lion
HyTop	Giant
Kroger	Giant Eagle
Sunrise Valley	Great Value
	HyTop
	IGA
	Kroger
	Our Family
	Shurfine
	Smart Sense
	Tipton Grove
	Valutime
	Weis Quality

- **Orange:** With or Without Calcium **64 ounces = ½ Gallon**

12 oz. Frozen	64 oz. Shelf-Stable or 64 oz. Refrigerated
Any Brand	Any Brand

- **Pineapple** **64 ounces = ½ Gallon**

12 oz. Frozen	64 oz. Shelf-Stable or 64 oz. Refrigerated
Any Brand	Any Brand

- **Tomato:** Regular or Low Sodium **64 ounces = ½ Gallon**

12 oz. Frozen	64 oz. Shelf-Stable or 64 oz. Refrigerated
	Essential Everyday
	Food Club
	Food Lion
	Giant
	Great Value
	HyTop
	IGA
	Our Family
	Shurfine

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➤ **Vegetable:** Regular or Low Sodium

64 ounces = ½ Gallon

12 oz. Frozen	64 oz. Shelf-Stable or 64 oz. Refrigerated
	Best Yet
	Diane's Garden
	Essential Everyday
	Food Club
	Giant
	Great Value
	HyTop
	Kroger – Original or Spicy
	Our Family
	Shurfine
	Smart Sense
	Weis Quality

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• **WHOLE GRAINS**

ALLOWED	NOT ALLOWED
Whole wheat and whole grain breads and buns that meet the labeling requirements for making the health claim as a “whole grain food with moderate fat content” in 16 ounce packages ONLY	Breads not specifically listed by name/brand; Breads that do not have whole grain as the primary ingredient; whole grain or multigrain breads from the bakery/deli counter; Organic bread
Whole wheat tortillas with whole grain as the primary ingredient by weight in 16 ounce packages ONLY.	Tortillas not specifically listed by name/brand; tortillas that do not have whole grain as the primary ingredient; flour or corn tortillas
Any brand brown rice without added sugars, fats, oils or salt. May be instant, quick, or regular cooking. 16 ounce packages ONLY	Basmati, wild, wehani, white or jasmine rice; Bulgar; Oatmeal; Barley; Granola; Flours; Pasta; Couscous

➤ **Bread**

Arnold – Stone Ground 100% Whole Wheat Bread
Bimbo – 100% Whole Wheat Bread
Essential Everyday – 100% Whole Wheat Bread
Food Lion – 100% Whole Wheat Bread
Giant – 100% Whole Wheat Bread
Giant Eagle – Whole Wheat Bread
Kern’s - 100% Whole Wheat Bread
Kroger - 100% Whole Wheat Bread
Nature’s Own - 100% Whole Grain Sugar Free Bread
Nature’s Own – 100% Whole Wheat Bread with Honey
Nickles - 100% Whole Wheat Bread
Pepperidge Farm - 100% Whole Wheat Cinnamon Swirl w/Raisins Bread
Pepperidge Farm – Whole Grain Jewish Rye Seeded Bread
Pepperidge Farm – Light Style 100% Whole Wheat Bread
Pepperidge Farms - Very Thin 100% Whole Wheat Bread
Roman Meal - SunGrain 100 % Whole Wheat Bread
Sara Lee - Classic 100% Whole Wheat Bread
Schmidt’s - Old Tyme 100% Whole Wheat Bread
Schwebel’s – 100% Whole Wheat Bread
Weight Watchers - 100% Whole Wheat Bread

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➤ **Buns**

Arnold Select - 100% Whole Wheat Hamburger Buns
Arnold Select – 100% Whole Wheat Hotdog Buns
Pepperidge Farm – Soft 7 Grain Hamburger Buns
Sara Lee – Soft & Smooth 100% Whole Wheat Hamburger Buns
Sara Lee – Soft & Smooth 100% Whole Wheat Hotdog Buns

➤ **Whole Wheat Tortillas**

Carlita 100% Whole Wheat Flour Tortillas
Celia's Whole Wheat Tortillas
Chi-Chi's Whole Wheat Fajita Style Tortillas
Don Pancho Whole Wheat Tortillas
Food Club Whole Wheat Tortillas
Giant Whole Wheat Tortillas
Giant Eagle Whole Wheat Tortillas
Kroger 100% Whole Wheat Tortillas
La Banderita Whole Wheat Tortillas
MiCasa 100% Whole Wheat Tortillas
Mission 100% Whole Wheat Flour Tortillas
Nature's Promise All Natural Whole Wheat Tortillas
Ortega Whole Wheat Tortillas
Our Family Whole Wheat Flour Tortillas
Pepito Whole Wheat Tortillas

➤ **Brown Rice**

Any Brand in 16 ounce boxes or bags

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- **CANNED FISH**

ALLOWED	NOT ALLOWED
Chunk light tuna Pink salmon	Sardines or Jack mackerel; Albacore, Yellow Fin, Chunk White, Solid White, Tongol or other specialty tuna; Blueback, Sockeye, Red, King, Wild or Coho salmon.
30 ounces total	Flaked or grated; Low sodium; Select, fancy and/or solid; Organic; Fish with added flavorings, spices or ingredients other than salt, oil or water; Gourmet, filet, fresh, dried, frozen or smoked fish.
Combination to add up to 30 ounces in 5 ounce cans ONLY	Pouches or foil packets; Packages of individual serving size; Fish and cracker combinations.

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- CHEESE**

ALLOWED	NOT ALLOWED
100% natural Monterey Jack, Colby, natural Cheddar, part-skim or whole Mozzarella, pasteurized processed American, or blends of any of these cheeses	Swiss, Muenster, Provolone, <i>Parmesan</i> or Brick cheese; Cheese food, cheese product, imitation cheese, cream cheese or cheese spread; Cheese with pepper, pimento, added herbs, spices, seasonings or flavorings (wine or smoked); Cheese with added probiotics, DHA or AHA (e.g., Liv Active, etc); Cheese made with raw milk
16 ounce packages ONLY	Deli or imported cheese; Kosher cheese
Sliced, shredded or block form	Individually wrapped slices, cubes, crumbles or string cheese; Packages of individual serving sizes
Low fat; Reduced fat; Fat free; Low cholesterol; Low sodium; Calcium fortified; Vitamin D fortified; and Lactose-reduced cheese	Organic; Lactose-free cheese

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- EGGS**

ALLOWED	NOT ALLOWED
Any grade of ANY SIZE white chicken eggs	Brown, cage free, naturally nested, free range or vegetarian fed hen eggs; Dried or liquid egg mixes; Egg substitutes
Packaged by the dozen ONLY	Antibiotic free or growth hormone eggs; Organic, reduced cholesterol, or reduced saturated fat eggs; Specialty eggs (including pasteurized or fortified/enriched with Vitamin E, DHA or Omega 3)

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- **FORMULA**

ALLOWED	NOT ALLOWED
Contract iron-fortified milk-based and standard iron-fortified soy-based infant formulas will be provided per the terms of the infant formula rebate agreement.	Non-contract standard milk-based or standard soy-based infant formulas
Issuance of any formulas or combination of formulas not listed in the West Virginia WIC Food Code Book must be approved by the State Agency.	Low-iron infant formula

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• **INFANT FOODS**

ALLOWED	NOT ALLOWED
All infant cereal and formula will be provided per the terms of the infant food rebate agreement. WIC Shopper to purchase size and amount specified on eWIC Benefit Balance.	
Any variety of single ingredient commercial infant food without added sugars, starches, or salt	

➤ **Cereal**

ALLOWED	NOT ALLOWED
Dry cereal containing a minimum of 45 mg of iron per 100 g; Single grain (barley, oatmeal, rice, whole wheat) or mixed/multigrain	Infant cereals containing infant formula, milk, fruit, sugar or other non-cereal ingredients (DHA or ARA); “Organically grown” infant cereals
8-ounce boxes or plastic containers ONLY	Infant cereal in jars or cans.

➤ **Fruits**

ALLOWED	NOT ALLOWED
Single ingredient or combinations of single ingredients, may have added fruit juice, (e.g., apples-pears; apples-mango-kiwi).	Mixtures with cereal; Infant food dinners, puddings, desserts (e.g., peach cobbler) or “delights”; Organic infant fruits; Varieties with DHA or ARA; infant fruits with added sugars, starches or sodium; infant fruits with yogurt.
Texture may range from strained through diced (i.e. Stage 1, Stage 2, Homestyle, etc.)	Fresh fruits; Gerber Graduates fruit dices, fruit puffs, yogurt melts, wagon wheels, fruit and cereal bars, mini fruits, fruit strips or fruit twists; Beech Nut Let’s Grow yogurt nibbles; Heinz toddler foods
4 ounce jars or plastic containers ONLY	Pouches

➤ **Vegetables**

ALLOWED	NOT ALLOWED
Single ingredient or combinations of single ingredients (e.g., peas and carrots) vegetables.	Organic infant vegetables; Infant food dinners; Infant vegetables with added sugars, starches or sodium; Varieties containing DHA or ARA.
Texture may range from strained through diced (i.e. Stage 1, Stage 2, Homestyle, etc.)	Fresh vegetables; Gerber Graduates vegetable dices, veggie puffs, or wagon wheels; Heinz toddler foods
4 ounce jars or plastic containers ONLY	Pouches

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➤ **Meat**

ALLOWED	NOT ALLOWED
Infant food meat or poultry, as a single major ingredient, with added broth or gravy.	Food combinations (e.g., meat and vegetables) or dinners (e.g., spaghetti and meatballs); Organic meats; Varieties containing DHA or ARA; infant meats with added sugars, starches or sodium
Texture may range from strained through diced (i.e. Stage 1, Stage 2, Homestyle, etc.)	Chicken sticks, turkey sticks or meat sticks; Gerber Graduates Lil' Meals, Lil' Sides, Lil' Entrees or Pasta Pick-ups; Beech Nut Tummy Trays or Mini-meals; Heinz toddler foods; Nature's Goodness Toddler Cuisine.
2.5 ounce jars or plastic containers ONLY	Pouches

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• **MATURE LEGUMES**

ALLOWED	NOT ALLOWED
Dried bean, lentil or pea in any variety, including any combination of varieties 16 ounce bag ONLY	Beans with added flavoring packets or additional flavorings; Soups or soup mixes; May not contain added sugars, fats, dyes, oils or meat; Organic; Boxes of beans; Bulk or loose beans; Raw or roasted nuts
Any brand of any type of mature canned bean, including fat free refried beans, without added sugars, fats, oils or meats. May be low sodium. Combination not to exceed 64 ounces in 15 - 16 oz. cans ONLY Canned beans may be chosen for dried beans as listed on eWIC Benefit Balance.	Baked beans or pork and beans; Canned chili; Gourmet style peas or beans; Hummus; Immature varieties of legumes, such as green beans, green peas, snap beans, orange beans, wax beans and edamame-style soy beans; Canned beans with added sugars, fats, oils or meats; Soups

• **PEANUT BUTTER***

ALLOWED	NOT ALLOWED
Any brand of commercially prepared, pre-packaged variety of plain, low sugar or low-sodium peanut butter, including smooth, crunchy or extra crunchy, and chunky styles	Whipped peanut butter; Combinations including those with jelly, honey, chocolate, marshmallow or flavors added; other nut butters (i.e. almond, soy, sesame sunflower, cashew, hazelnut, etc); Reduced fat, fat free, or peanut spreads; Organic; Honey roasted or honey nut peanut butter; Specialty or gourmet peanut butter; Peanut butter with added nutrients such as vitamin E, DHA or ARA
16 - 18 ounce package ONLY	Packages of individual serving size, including tubes, slices or "To Go" containers; Bulk or fresh ground peanut butter

*Not allowed for children under two years of age because of the risk of choking.

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• **MILK**

ALLOWED	NOT ALLOWED
<p>Whole, Low fat (1%), Fat free (Skim)</p> <p>Whole or 1% Chocolate</p> <p>Lactose free as specified for need</p>	<p><i>Reduced Fat (2%), Super Skim, Ultra Skim;</i> Cultured milk such as buttermilk; Shelf-stable milk; Goat's milk; Rice milk; Almond milk; Coconut milk; Milk with added soy protein, plant sterols, DHA, ARA and/or Omega 3; Tofu; Organic milk; Fruit flavored milk; Other non-dairy or raw milk</p>
<p>Least expensive brand only</p> <p>Gallons must be purchased unless remaining eWIC Benefit Balance is less than one (1) gallon. Quarts can ONLY be purchased when 0.25 gallons remain on eWIC Benefit Balance.</p>	<p>Packages of individual serving size; Glass containers; Pint size containers</p> <p>Two (2) – ½ gallons substituted for a gallon Two (2) quarts substituted for a ½ gallon or Four (4) quarts substituted for a gallon</p>
<p>Nonfat dry milk in 25.6 ounce or 9.6 ounce box ONLY</p> <p>Larger boxes must be purchased unless the remaining eWIC Benefit Balance is less than 0.75 gallons. 9.6 ounce boxes can only be purchased when specified on voucher or when 0.75 gallons remain on eWIC Benefit Balance.</p>	<p>Individual serving sizes packaged in a larger box</p> <p>9.6 ounce box substituted for 25.6 ounce box</p>
<p>Evaporated milk fortified with Vitamin D 12 ounce cans ONLY</p>	<p>Sweetened condensed milk; Evaporated filled milk; Evaporated fat free milk</p>
<p>8th Continent Regular Soymilk Original Pacific Ultra Original Soymilk Silk Original Soymilk</p>	<p>Light or fat free; Vanilla or chocolate flavored soymilk</p>

*Whole milk only allowed for children age 12-24 months.

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• **FRUITS**

ALLOWED	NOT ALLOWED
Any variety of fresh whole, pre-cut or pre-chopped fruit, including fruit trays, single serve options, bags, or boxes without added sugars, flavoring, fat, oil, dips, dressing, croutons, and nuts.	Any variety of canned, frozen or dried fruit; pre-packaged fruit in their own juice (i.e. Dole Naturals or Dole Fruit Bowls); Juice; Jams, jellies or fruit spreads; Fruits with added sugars, sodium, flavoring, dressing, fat or oil.
Participant may pay additional cost over the maximum amount of the eWIC Benefit Balance, including any tax with cash, check, SNAP (Food Stamp Card), credit or debit card. No cash or credit for any unused portion of the WIC benefit will be given.	Ornamental fruits such as painted pumpkins or edible blossoms; Fruit baskets or fruits from the deli/salad bar; Fruit trays with dips; Fruit muffins or baked goods; Fruit-nut mixtures

• **VEGETABLES**

ALLOWED	NOT ALLOWED
Any variety of fresh whole, pre-cut or pre-chopped vegetables, including vegetable trays or single serve options without dips, dressing, croutons, and nuts. This includes white, yellow, purple or red potatoes as well as sweet potatoes or yams.	Any variety of canned, frozen or dried vegetables; Vegetables with added sugars, sodium, flavoring, dressing, fat or oil; Juice; Pickled vegetables or olives (i.e. pickles, sauerkraut, etc.); Condiments (i.e. catsup, salsa, chutney; guacamole, pasta sauce, etc.); Herbs or spices; Soups
Participant may pay additional cost over the maximum amount of the eWIC Benefit Balance, including any tax with cash, check, SNAP (Food Stamp Card), credit or debit card. No cash or credit for any unused portion of the WIC benefit will be given.	Ornamental vegetables such as chilies on a string, gourds or edible blossoms; Vegetable trays with dip; Vegetable baskets or vegetables from the deli/salad bar; Vegetable muffins or baked goods; Creamed, sauced or breaded vegetables

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BRAND SPECIFIC WIC ITEMS UPC APPENDIX

• **BREAKFAST CEREAL**

	Prod Name	UPC PLU
B&G	B&G Cream of Wheat Whole Grain 18 oz	072400000256
	B&G Cream of Wheat Instant Whole Grain 12.7 oz	072400060182
Food Club	Food Club Frosted Shredded Wheat Strwbry Crm 18 oz	036800292086
General Mills	General Mills Cheerios	016000666108
	General Mills Cheerios	016000666603
	General Mills Cheerios 12 oz	016000487727
	General Mills Cheerios 14 oz	016000275645
	General Mills Cheerios 18 oz	016000275287
	General Mills Cheerios 21 oz	016000476080
	General Mills Cheerios 28 oz	016000160125
	General Mills Cheerios Multi Grain	016000275621
	General Mills Cheerios Multi Grain	016000687905
	General Mills Cheerios Value Pack 21.6 oz	016000433274
	General Mills Multi Grain Cheerios 16.2 oz	016000423442
	General Mills MultiGrain Cheerios 12 oz	016000487697
	General Mills MultiGrain Cheerios 18 oz	016000487710
	General Mills Multigrain Cheerios 18.75 oz	016000401051
	General Mills MultiGrain Cheerios 25.6 oz	016000160118
	General Mills Corn Chex	016000275584
	General Mills Corn Chex 12 oz	016000487963
	General Mills Corn Chex 16 oz	016000811607
	General Mills Corn Chex 18 oz	016000487970
	General Mills Rice Chex	016000275591
	General Mills Rice Chex	016000811706
	General Mills Rice Chex 12 oz	016000487949
	General Mills Rice Chex 18 oz	016000487956
	General Mills Diego Cereal 18 oz	016000488366
	General Mills Dora the Explorer Cereal 18 oz	016000176348
	General Mills Berry Berry Kix 12 oz	016000410770
	General Mills Honey Kix 12 oz	016000409453
	General Mills Kix	016000275676
	General Mills Kix	016000625709
	General Mills Kix	016000884908
	General Mills Kix Cereal	016000663701
Kellogg's	Kellogg's Corn Flakes 12 oz	038000001109
	Kellogg's Corn Flakes 18 oz	038000001208
	Kellogg's Corn Flakes 24 oz	038000001277

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Kellogg's	Kellogg's Corn Flakes 36 oz.	038000482809	
	Kellogg's Crispix 18 oz	038000924224	
	Crispix 12 oz	038000035302	
	Crispix Cereal 17.9 oz	038000035104	
	Kellogg's Bite Size Mini Wheats Unfrosted	038000359828	
	Kellogg's Frosted Mini Wheats Big Bite 16 oz	038000027208	
	Kellogg's Frosted Mini Wheats Big Bite 18 oz	038000576195	
	Kellogg's Frosted Mini Wheats Bite Size 18 oz	038000318290	
	Kelloggs Frosted Mini Wheats Bite Size 24 oz	038000318344	
	Kellogg's Frosted Mini Wheats Bite Size 24 oz	038000049200	
	Kellogg's Frosted Mini Wheats Little Bites 15.2 oz	038000596827	
	Kellogg's Frosted Mini Wheats Original 30 oz	038000469541	
	Kellogg's Frosted Mini Wheats Original 36 oz	038000937743	
	Kellogg's Frstd Mini Wheats Tch of Frt Raisin 15oz	038000102301	
	Kellogg's Frstd Mini Wheats Tch of Frt Rasp 15oz	038000597039	
	Kellogg's Rice Krispies Gluten Free 12 oz	038000550195	
	Kellogs Rice Krispies 24 oz	038000395000	
	Rice Krispies 12 oz	038000318467	
	Rice Krispies 18 oz	038000291210	
	Special K Cereal 12 oz	038000016110	
	Special K Original 18 oz	038000016219	
	Kroger	Kroger Frosted Shredded Wheat Blueberry 16 oz	011110787118
		Kroger Frosted Shredded Wheat Strwbrry Crm 16.3 oz	011110787088
	Malt-O-Meal	Malt-O-Meal Chocolate Hot Wheat Cereal 28 oz	042400001362
		Malt-O-Meal Chocolate Hot Wheat Cereal 36 oz	042400001065
		MOM Brands CoCo Wheats 14 oz	042400184706
		CoCo Wheats	042400184690
CoCo Wheats 28 oz		011126003288	
Malt-O-Meal Oat Blenders with Honey & Almonds 18oz		042400125341	
Malt-O-Meal Oat Blenders with Honey 12 oz		042400044215	
Malt-O-Meal Oat Blenders with Honey 13.5 oz		042400047452	
Malt-O-Meal Oat Blenders with Honey 18 oz		042400072058	
Malt-O-Meal Oat Blenders with Honey 18 oz		042400125334	
Malt-O-Meal Oat Blenders with Honey 36 oz		042400022886	
Malt-O-Meal Oat Blenders with Honey & Almond 18oz		042400022961	
Malt-O-Meal Oat Blenders with Honey & Almonds 36oz		042400022992	
Malt-O-Meal Blueberry Mini Spooners 18 oz		042400142997	
Malt-O-Meal Blueberry Mini Spooners 18 oz		042400146322	
Malt-O-Meal Blueberry Mini Spooners 36 oz		042400172659	
Malt-O-Meal Blueberry Mini Spooners 36 oz		042400181545	
Malt-O-Meal Strawberry Cream Mini Spooners 18 oz		042400070993	

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Malt-O-Meal	Malt-O-Meal Strawberry Cream Mini Spooners 18 oz	042400109037	
	Malt-O-Meal Strawberry Cream Mini Spooners 36 oz	042400062370	
	Malt-O-Meal Strawberry Cream Mini Spooners 36 oz	042400181538	
My Essentials	My Essentials Strwbrry Frosted Shredded Wheat 18oz	725439109956	
Our Family	Our Family Strwbrry Crm Frosted Shrd Wheat 16.3oz	070253298721	
Quaker	Quaker Life 15 oz	030000063408	
	Quaker Life 21 oz	030000061107	
	Quaker Life Cereal 13 oz	030000063545	
	Quaker Life Cereal 18 oz	030000061190	
	Quaker Life Cereal 21.6 oz	030000313466	
	Quaker Life Cereal 25.2 oz	030000310854	
	Quaker Oatmeal Squares Brown Square	030000317570	
	Quaker Oatmeal Squares Brown Sugar 21 oz	030000064030	
	Quaker Oatmeal Squares Cinnamon 16 oz	030000061503	
	Quaker Oatmeal Squares Cinnamon 21 oz	030000320730	
	Quaker Oatmeal Squares with Brown Sugar	030000064412	
	Quaker Oatmeal Squares with Cinnamon 14.5 oz	030000061534	
	Quaker Instant Oatmeal Original	030000012109	
	Quaker Instant Oatmeal Original 20.7 oz (21 pkts)	030000316238	
	Post	Post Alphabits 12 oz	884912003584
		Post Great Grains Banana Nut Crunch 15.5 oz	884912116505
		Honey Bunches of Oats with Almonds 14.5 oz	884912014252
		Honey Bunches of Oats with Almonds 18 oz.	884912014276
		Post Honey Bunches of Oats - Almonds	884912001863
		Post Honey Bunches of Oats - Honey Roasted	884912001870
		Post Honey Bunches of Oats 18 oz	884912014269
Post Honey Bunches of Oats Almonds 14.5 oz		043000014257	
Post Honey Bunches of Oats Cinnamon Bunches 18 oz		884912012784	
Post Honey Bunches of Oats Honey Crunch 18 oz.		884912005632	
Post Honey Bunches of Oats Honey Roasted 14.5		884912014245	
Post Honey Bunches of Oats Honey Roasted 14.5 oz		043000014240	
Post Honey Bunches of Oats Honey Roasted 19 oz		043000014264	
Post Honey Bunches of Oats Honey Roasted 21 oz		043000112243	
Post Honey Bunches of Oats Honey Roasted 24.5 oz		884912014290	
Post Honey Bunches of Oats Honey Roasted 27 oz		884912003928	
Post Honey Bunches of Oats Vanilla Bunches 18 oz		884912017864	
Post Honey Bunches of Oats with Almonds 24.5 oz		884912014306	
Post Honey Bunches of Oats with Almonds 27 oz		884912003911	
Post Honey Bunches of Oats with Cinnamon Bunches		884912012791	
Post Shredded Wheat Honey Nut 20 oz		884912181701	
Sunbelt	Sunbelt Bakery Simple Granola 16 oz	024300031625	

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• **FROZEN JUICE**

➤ **Apple 12 oz**

	Prod Name	UPC PLU
Essential Everyday	Essential Everyday 100% Apple Juice	041303026731
Food Club	Food Club Apple Juice	036800111813
Food Lion	Food Lion Apple Juice	035826002099
Giant	Giant Frozen Apple Juice	688267078026
Great Value	Great Value Frozen 100% Apple Juice	078742352282
HyTop	HyTop Apple Juice	050700242002
Kroger	Kroger 100% Apple Juice	011110877857
My Essentials	My Essentials Apple Juice	725439104104
	My Essentials Apple Juice	725439111164
Our Family	Our Family Apple Juice	070253101090
Tipton Grove	Tipton Grove 100% Apple Juice	051933314900
	Tipton Grove 100% Apple Juice	051933053670
Valutime	Valutime Apple Juice	011225415012
Weis From the Field	Weis From the Field Apple Juice	041497026302

➤ **Grape 12 oz**

	Prod Name	UPC PLU
Essential Everyday	Essential Everyday 100% Grape Juice	041303026779
Food Club	Food Club Grape Juice	036800171114
Giant	Giant Frozen Grape Juice	688267029783
Great Value	Great Value Frozen Grape Juice	078742229799
HyTop	HyTop Frozen 100% Grape Juice	050700051703
Kroger	Kroger Purple Grape Juice Frozen	011110879882
Sunrise Valley	Sunrise Valley (Giant) Frozen Grape Juice	688267029783

➤ **Orange 12 oz**

With or Without Calcium
Any Brand 100% Orange Juice 12 oz

➤ **Pineapple 12 oz**

Any Brand 100% Pineapple Juice 12 oz

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• **SHELF STABLE/REFRIGERATED JUICE**

➤ **Apple 64 oz**

	Prod Name	UPC PLU
Best Yet	Best Yet 100% Apple Juice	042187411637
Essential Everyday	Essential Everyday 100% Apple Juice	041303004401
	Essential Everyday 100% Apple Jce w/ Calc&Vit C	041303004432
	Essential Everyday 100% Apple Juice	041303004449
Food Club	Food Club Apple Juice	036800134607
	Food Club Apple Juice	036800149403
Food Lion	Food Lion Apple Juice	035826020581
Giant	Giant Apple Juice	688267075124
	Giant Apple Juice	688267152320
	Giant Apple Juice with Calcium	688267075278
Giant Eagle	Giant Eagle Apple Juice	030034016388
Great Value	Great Value 100% Apple Juice	078742026275
	Great Value 100% Apple Juice	078742088198
Hy Top	HyTop 100% Apple Juice	050700051895
IGA	IGA Apple Juice	041270882705
Kroger	Kroger Apple Juice Refrigerated	011110486370
	Kroger 100% Apple Juice	011110821140
My Essentials	My Essentials 100% Apple Juice	725439102230
Our Family	Our Family Apple Juice	070253220050
	Our Family Apple Juice	070253220234
Shurfine	Shurfine Apple Juice	011161112518
Smart Sense	Shur Fine 100% Juice Apple	015400835756
	Smart Sense Apple Juice	072000757949
Tipton Grove	Tipton Grove 100% Apple Juice	051933115828
	Tipton Grove 100% Apple Juice	051933115859
Weis 5 Star	Weis Premium 100% Apple Juice with Calcium	041497251438
	Weis Premium 100% Apple Juice	041497251445
Weis Quality	Weis Quality 100% Apple Juice w/ Vitamin C	041497251414
	Weis Quality 100% Apple Juice with Calcium	041497251421

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• **SHELF STABLE/REFRIGERATED JUICE**

➤ **Grape 64 oz**

	Prod Name	UPC PLU
Best Yet	Best Yet 100% Grape Juice	042187410418
	Best Yet 100% White Grape Juice	042187410432
Essential Everyday	Essential Everyday 100% Purple Grape Juice	041303004470
	Essential Everyday 100% White Grape Juice	041303004487
Food Club	Food Club Grape Juice	036800133549
	Food Club White Grape Juice	036800133617
Food Lion	Food Lion Purple Grape Juice	035826036148
	Food Lion White Grape Juice	035826036155
Giant	Giant Grape Juice with Calcium	688267063732
	Giant White Grape Juice	688267076596
	Giant Grape Juice	688267076602
Giant Eagle	Giant Eagle Grape Juice	030034016494
	Giant Eagle White Grape Juice	030034016500
Great Value	Great Value 100% White Grape Juice	078742226897
	Great Value 100% Grape Juice Purple	078742226903
Hy Top	HyTop 100% White Grape Juice	050700040776
	HyTop 100% Grape Juice	050700044866
IGA	IGA Purple Grape Juice	041270882750
	IGA White Grape Juice	041270882767
Kroger	Kroger Purple Grape Juice	011110821034
	Kroger 100% Grape Juice	011110018342
	Kroger 100% White Grape Juice	011110018359
	Kroger White Grape Juice	011110821454
Our Family	Our Family Grape Juice	070253220654
	Our Family White Grape Juice	070253220661
Shurfine	Shurfine Grape Juice	011161117148
	Shurfine White Grape Juice	011161117162
	Shur Fine 100% Juice Grape	015400835961
Smart Sense	Smart Sense Grape Juice	072000771679
Tipton Grove	Tipton Grove 100% Grape Juice	051933124523
Valutime	Valutime Grape Juice	011225020209
Weis Quality	Weis Quality White Grape 100% Juice	041497255689
	Weis Quality 100% Grape Juice	041497255696

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• **SHELF STABLE/REFRIGERATED JUICE**

➤ **Tomato 64 oz**

	Prod Name	UPC PLU
Essential Everyday	Essential Everyday 100% Tomato Juice	041303002599
	Essential Everyday Low Sodium Tomato Juice	041303002605
Food Club	Food Club Tomato Juice	036800188051
Food Lion	Food Lion Tomato Juice	035826076793
Giant	Giant Tomato Juice	688267122606
Great Value	Great Value 100% Tomato Juice	078742062099
Hy Top	HyTop 100% Tomato Juice	050700554006
IGA	IGA 100% Tomato Juice	041270882910
Our Family	Our Family 100% Tomato Juice	070253220814
Shurfine	Shur Fine 100% Juice Tomato	015400860895
		011161016786

➤ **Vegetable 64 oz**

	Prod Name	UPC PLU
Best Yet	Best Yet Vegetable Juice	042187211879
Diane's Garden	Diane's Garden Vegetable Juice	051933117525
Essential Everyday	Essential Everyday 100% Vegetable Juice	041303002636
	Essential Everyday 100% Vegetable Juice Low Sodium	041303002643
Food Club	Food Club Vegetable Juice	036800188068
Giant	Giant Vegetable Juice	688267122613
Great Value	Great Value 100% Vegetable Juice	078742062037
Hy Top	HyTop 100% Vegetable	050700553689
Kroger	Kroger Vegetable Juice Low Sodium	011110811592
	Kroger Spicy Vegetable Juice	011110811608
	Kroger Vegetable Juice	011110821126
Our Family	Our Family 100% Vegetable Juice	070253220852
Shurfine	Shur Fine 100% Juice Vegetable Juice	015400860888
		011161016793
Smart Sense	Smart Sense Vegetable Juice	072000746189
Weis Quality	Weis Quality 100% Vegetable Juice	041497259014

➤ **Orange 64 oz**

With or Without Calcium

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- Any Brand 100% Orange Juice 64 oz
- **SHELF STABLE/REFRIGERATED JUICE**

- **Pineapple 64 oz**

Any Brand 100% Pineapple Juice 64 oz

- **WHOLE GRAINS**

- **Bread 16 oz**

	Prod Name	UPC PLU
Arnold	Arnold Stoneground 100% Whole Wheat Bread	073410022504
Bimbo	Bimbo 100% Whole Wheat Bread	074323092301
Essential Everyday	Essential Everyday 100% Whole Wheat Bread	041303027806
Food Lion	Food Lion 100% Whole Wheat Bread	035826074645
	Food Lion 100% Whole Wheat Bread	035826085252
Giant	Giant 100% Whole Wheat Bread	688267097133
Giant Eagle	Giant Eagle Whole Wheat Bread	030034081737
Kern's	Kern's 100% Whole Wheat Bread	087848230639
Kroger	Kroger 100% Whole Wheat Bread	011110001320
Nature's Own	Nature's Own 100% Whole Grain Sugar Free Bread	072250017671
	Nature's Own 100% Whole Wheat with Honey Bread	072250043199
Nickles	Nickels 100% Whole Wheat Bread	078821300081
	Pepperidge Farm Swirl 100% Whole Wheat	
Pepperidge Farm	Cinnamon w/ Raisins Bread	014100085430
	Pepperidge Farm Whole Grain Jewish Rye Bread	014100091400
	Pepperidge Farms Light Style 100% Whole Wheat	014100041931
	Pepperidge Farm Very Thin 100% Whole Wheat	014100071327
Roman Meal	Roman Meal Sungrain 100% Whole Wheat Bread	024126352164
	Roman Meal Sungrain 100% Whole Wheat Bread	041511352165
	Roman Meal Sungrain 100% Whole Wheat Bread	071319000289
	Roman Meal Sungrain 100% Whole Wheat Bread	077633700300
Sara Lee	Sara Lee Classic 100% Whole Wheat Bread	072945611030
	Sara Lee Classic 100% Whole Wheat Bread	077633750497
Schmidt's	Schmidt's Old Tyme 100% Whole Wheat Bread	071010120040
Schwebel's	Schwebel's 100% Whole Wheat Bread	071319000296
Weight Watchers	Weight Watchers 100% Whole Wheat Bread	183791000012

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• **WHOLE GRAINS**

➤ **Buns 16 oz**

	Prod Name	UPC PLU
Arnold	Arnold Select 100% Whole Wheat Hamburger Buns	073410161456
	Arnold Select 100% Whole Wheat Hamburger Buns	073410135549
	Arnold Select 100% Whole Wheat Hot Dog Buns	073410161463
	Arnold Select 100% Whole Wheat Hot Dog Buns	073410135587
Brownberry	Brownberry Select 100% Whole Wheat Sandwich Buns	073410135549
	Brownberry Select 100% Whole Wheat Hot Dog Buns	073410135587
Pepperidge Farm	Pepperidge Farm Soft 7 Grain Hamburger Buns	014100097730
Sara Lee	Sara Lee Soft & Smooth 100% Whole Wheat Hot Dog Buns	072945611306
	Sara Lee Soft & Smooth 100% Whole Wheat Hamburger Buns	072945611474

➤ **Tortillas 16 oz**

	Prod Name	UPC PLU
Carlita	Carlita 100% Whole Wheat Flour Tortillas	041130271014
Celia's	Celia's Whole Wheat Tortillas	890971002208
Chi Chi's	Chi-Chi's Whole Wheat Fajita Style Tortillas	043354007905
Don Pancho	Don Pancho Whole Wheat Tortilla	079341026284
Food Club	Food Club Whole Wheat Tortillas	036800220829
Giant	Giant Whole Wheat Tortillas	688267129704
	Giant Whole Wheat Tortillas	688267129759
Giant Eagle	Giant Eagle Whole Wheat Tortillas	030034069513
Kroger	Kroger 100% Whole Wheat Tortillas	011110015747
La Banderita	La Banderita Whole Wheat Tortillas	027331000486
MiCasa	MiCasa 100% Whole Wheat Tortillas	072250007603
Mission	Mission 100% Whole Wheat Flour Tortillas	073731071076
	Mission 100% Whole Wheat Flour Tortillas	073731072097
	Mission 100% Whole Wheat Flour Tortillas	073731071298
Nature's Promise	Nature's Promise All Nat Whl Wheat Tortillas	688267123153
Ortega	Ortega Whole Wheat Tortillas	041501009222
Our Family	Our Family Whole Wheat Flour Tortillas	070253180118
Pepito	Pepito Whole Wheat Tortillas	080062010179

APPENDIX H

TRAINING ROSTER



Training Roster

This form **MUST** be returned to the West Virginia WIC Vendor Management Unit after store employees have fulfilled training requirements. Please complete all sections of the form on page 1 including the store information, the date(s) the training occurred, and each employee whom completed the training.

After reviewing the training, you may submit any questions to the Vendor Management Unit by completing the corresponding sections on the reverse side of this form. If there are no questions, please check the box below indicating so. Please note that page 2 is not a requirement unless you have any questions.

Store Name		Vendor Number	
Employee Name	Training Date	Employee Name	Training Date

We have no questions to submit:

Questions are included on page 2 of this form:

*Feel free to attach additional pages if necessary

Section One:	Purpose of the Program
Section Two:	Vendor Eligibility
Section Three:	Authorized Foods
Section Four:	Minimum Stock
Section Five:	Formula Sources
Section Six:	E-WIC Transactions
Section Seven:	Cashier Guidelines
Section Eight:	Claims Process
Section Nine:	Complaints
Section Ten:	Sanctions
Section Eleven	Incentive Items
Section Twelve	Program Changes

APPENDIX J

SANCTION LISTING

West Virginia Violations and Sanctions

Action	State/Federal **Sanction	Violation Type	Violation Description
WL and/or MRT	None	State Agency	Vendor fails to provide WIC customers a printed eWIC balance inquiry upon request.
WL and/or MRT	None	State Agency	Vendor with integrated point of sale system fails to provide WIC customers with a mid-transaction receipt.
WL and/or MRT	None	State Agency	Vendor fails to provide WIC customers a printed receipt at the end of each eWIC transaction.
WL and/or MRT	None	State Agency	Vendor fails to maintain and keep an up to date Approved Product List (APL) file within their point of sale system/device.
WL and/or MRT	None	State Agency	Vendor with integrated point of sale system inappropriately maps or fails to map items to WIC cash value benefits. This includes allowed or not allowed items as well as store packaged or pre-packaged products.
WL and/or MRT	None	State Agency	Vendor maintains a separate check-out line or separate check-out procedures for WIC customers (excluding stores with stand beside Point of Sale device).
WL and/or MRT	None	State Agency	Vendor fails to post the WIC door decal conspicuously facing the outside parking lot at each entrance to the store.
WL and/or MRT	None	State Agency	Vendor fails to make available for use the WIC Program Authorized Shopping Guide at each cashier checkout station.
WL and/or MRT	None	State Agency	Vendor requires WIC customers to provide identification.
WL and/or MRT	None	State Agency	Vendor does not display a "WIC Authorized" or similar shelf label on less than 25 approved WIC products.
WL and/or MRT	None	State Agency	Vendor displays a "WIC Authorized" or similar shelf label on an unauthorized WIC food item.
WL and/or MRT	None	State Agency	Vendor does not display shelf prices.
WL and/or MRT	None	State Agency	Vendor misuses the WIC acronym or facsimiles in the name of the vendor or in advertising or other promotional materials.
WL and/or MRT	None	State Agency	Vendor provides incentive items or other free merchandise to only WIC customers which is not offered to any other customers.
WL and/or MRT	None	State Agency	Vendor fails to be open for business at 10 hours a day, 6 days a week, unless otherwise exempted by the State Agency.
WL and/or MRT	None	State Agency	Vendor violates WIC customers' confidentiality.
State Agency Sanction	10 points	State Agency	Vendor issues "rain checks" or due bills in exchange or in lieu of eWIC benefits.

Action	State/Federal **Sanction	Violation Type	Violation Description
State Agency Sanction	10 points	State Agency	Vendor scans (or manually enters) UPC's that are not affixed to authorized food items being purchased by the WIC customer.
State Agency Sanction	10 points	State Agency	Vendor refuses to allow WIC customers 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.
State Agency Sanction	10 points	State Agency	Vendor requires other cash purchases or a minimum purchase as a condition to use eWIC benefits.
State Agency Sanction	10 points	State Agency	Vendor contacting WIC customers to recoup funds for eWIC benefits not paid by WIC.
State Agency Sanction	10 points	State Agency	Vendor requires a WIC customer to contribute cash or provide copayment on any portion of the total purchase amount of an eWIC transaction excluding overage of cash value benefits.
State Agency Sanction	10 points	State Agency	Vendor does not display a "WIC Authorized" or similar shelf label for WIC approved products within a section of the store, an entire food category, and/or on more than 25 items.
State Agency Sanction	10 points	State Agency	A pattern of 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).
State Agency Sanction	10 points	State Agency	Failure to properly process eWIC transactions including, but not limited to, accepting eWIC benefits for unauthorized food brand, incorrect quantities, form, packaging size, or variety of food.
State Agency Sanction	10 points	State Agency	Vendor knowingly provides cash or credit for the return of items purchased with eWIC benefits.
State Agency Sanction	10 points	State Agency	Vendor knowingly allows the exchange of authorized WIC foods for other authorized foods or unauthorized foods.
State Agency Sanction	10 points	State Agency	Vendor fails to stock the mandatory required level of authorized foods or provides out of date food items.
State Agency Sanction	10 points	State Agency	Vendor fails to have a valid Public Health permit and maintain the store in clean and sanitary condition per the State of West Virginia Food Code.
State Agency Sanction	10 points	State Agency	Vendor previously assessed WL or MRT for a State Agency violation receives the same violation during the contract period.
State Agency Sanction	Termination of agreement	State Agency	Vendor fails to notify the WIC Program with change of ownership or location or cessation of operations***.
State Agency Sanction	Termination of agreement	State Agency	Vendor has conflict of interest with the WIC Program.

Action	State/Federal **Sanction	Violation Type	Violation Description
State Agency Sanction	Termination of agreement	State Agency	Vendor fails to meet the most current WIC vendor selection criteria, is unable to process split tender for cash value benefits or fails to submit competitive prices on the vendor price survey.
State Agency Sanction	Termination of agreement	State Agency	Vendor knowingly provides false information to the WIC Program.
State Agency Sanction	Termination of agreement	State Agency	Vendor threatens and/or verbally abuses State/Federal staff.
State Agency Sanction	Termination of agreement	State Agency	Vendor refuses to permit State/Federal personnel to perform onsite compliance monitoring.
State Agency Sanction	Termination of agreement	State Agency	Vendor does not have a valid State of West Virginia business license to operate as a food retailer in West Virginia.
State Agency Sanction	Termination of agreement	State Agency	Vendor or authorized vendor representative fails to attend mandatory WIC training sessions as scheduled by the State Agency.
State Agency Sanction	Termination of agreement	State Agency	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.
State Agency Sanction	Termination of agreement	State Agency	Vendor does not maintain or has a lapse in SNAP authorization.
State Agency Sanction	*1-year disqualification	State Agency	Vendor refuses to allow WIC State Agency Representatives 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.
State Agency Sanction	*1-year disqualification	State Agency	Vendor fails to remit payment for overcharges as requested by the Program. This includes return of reimbursement check issued for payment by the bank for insufficient funds.
State Agency Sanction	*1-year disqualification	State Agency	Vendor fails to immediately notify the WV WIC Program when total WIC sales exceeds more than 50% of total store food sales.
State Agency Sanction	*1-year disqualification	State Agency	Vendor fails to have an adequate history of compliance during previous agreement periods, fails to successfully complete a probationary period, or significantly fails a reauthorization inventory survey.
State Agency Sanction	*1-year disqualification	State Agency	Vendor provides alcohol, tobacco, or lottery to WIC customers as an incentive to redeem WIC benefits.
State Agency Sanction	*1 Year disqualification	State Agency	Failure 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.

Action	State/Federal **Sanction	Violation Type	Violation Description
State Agency Sanction	*1-year disqualification	State Agency	Vendor violates WIC customers' civil rights.
State Agency Sanction	*1-year disqualification	State Agency	Vendor fails to have an adequate history of compliance during previous agreement periods, fails to successfully complete a probationary period, or significantly fails a reauthorization inventory survey.
State Agency Sanction	*1-year disqualification	State Agency	Vendor accumulates 30 or more violation points during a contract period.
State Agency Sanction	*Equal to length of SNAP disqualification had SNAP not elected to impose CMP	State Agency	Vendor assessed a civil money penalty (CMP) by SNAP in lieu of disqualification.
Federal Sanction	*1 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(iv)	A pattern of providing unauthorized food items in exchange for eWIC benefits or cash value benefits, including charging for supplemental food provided in excess of those listed on the eWIC food benefits or cash value benefits.
Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(A)	One incident of the sale of alcohol or alcoholic beverages or tobacco products in exchange for eWIC food benefits or cash value benefits.
Federal Sanction	*3 Year Disqualification	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.
Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(C)	A pattern of charging participants more for supplemental food than non-WIC customers or charging participants more than the current shelf and/or sale price. This includes system programming inaccuracies.
Federal Sanction	*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 unauthorized vendor and/or an unauthorized person. This also includes an unauthorized vendor passing eWIC cards to an authorized vendor for redemption.
Federal Sanction	*3 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(iii)(E)	A pattern for charging for supplemental food not received by the participant.
Federal Sanction	*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 defined in 21 U.S.C. 802, in exchange for eWIC food benefits or cash value benefits.
Federal Sanction	*6 Year Disqualification	Federal/USDA 246.12(l)(i)(ii)(A)	One incident of buying or selling eWIC benefits or cash value benefits for cash (trafficking).

Action	State/Federal **Sanction	Violation Type	Violation Description
Federal Sanction	*6 Year Disqualification	Federal/USDA 246.12(l)(i)(ii) (B)	Vendor selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for eWIC food benefits or cash value benefits.
Federal Sanction	*Permanent Disqualification	Federal/USDA 246.12(l)(1)(i)	Vendor convicted of trafficking of eWIC benefits or 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.
Federal Sanction	*Double the Corresponding Federal Sanction	Federal/USDA 246.12(l)(i)(ii) (iii)(iv)(v)	Vendor previously assessed sanction for any violation listed in (l)(1)(ii) through (l)(1)(iv) receiving another sanction for any of violation listed in (l)(1)(ii) through (l)(1)(iv) – State shall double second sanction. Civil money penalties may be double up to the limits allowed under (l)(1)(x)(C).
Federal Sanction	*Double the Corresponding Federal Sanction	Federal/USDA 246.12(l)(i)(ii) (iii)(iv)(v)(vi)	Vendor previously assessed 2 or more sanctions for any violation listed in (l)(1)(ii) through (l)(1)(iv) receiving another sanction for any of violation listed in (l)(1)(ii) through (l)(1)(iv) – State must double third and subsequent sanctions, civil money penalty not permitted, disqualification is only option.
Federal Sanction	*Disqualification for same length as SNAP	Federal/USDA 246.12(l)(i)(ii) (iii)(iv)(v)(vi) (vii)	Vendor is disqualified from Supplemental Nutrition Assistance Program (SNAP).

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 Contract does not include period of disqualification.

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.

APPENDIX K

PARTICIPANT/VENDOR COMPLAINT FORM

COMPLAINT FORM

SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN

**ALL COMPLAINTS (EXCEPT DISCRIMINATION COMPLAINTS) SHOULD BE SENT TO:
THE BUREAU FOR PUBLIC HEALTH,
OFFICE OF NUTRITION SERVICES/WIC PROGRAM
ROOM 519, 350 CAPITOL STREET
CHARLESTON, WEST VIRGINIA 25301**

COMPLAINT AGAINST VENDOR:

VENDOR NAME AND ADDRESS:

COMPLAINT AGAINST PARTICIPANT:

PARTICIPANT NAME:
LOCAL AGENCY NAME:

COMPLAINT AGAINST LOCAL AGENCY:

LOCAL AGENCY NAME:
CLINIC SITE:

NARRATIVE (PLEASE GIVE DETAILS OF COMPLAINT SUCH AS WHO, WHAT, WHEN, WHERE AND WHY – CONTINUE ON BACK IF NECESSARY):

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE INFORMATION GIVEN ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF COMPLAINANT

DATE

COMPLAINT RECEIVED BY:

ACTION TAKEN (CONTINUE ON BACK IF NECESSARY):

This institution is an equal opportunity provider.

APPENDIX L

VENDOR RESIGNATION FORM

VENDOR RESIGNATION FORM

VENDOR NUMBER: _____
STORE NAME: _____
STREET: _____
CITY: _____ STATE: _____
ZIP CODE: _____ COUNTY: _____
PHONE: () _____

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 eWIC benefits as of _____. The reason for termination is:

Vendor will not be able to accept eWIC after the above date. Vendor must return vendor stamp and all eWIC equipment to appropriate provider immediately after last date of WIC business - failure to return equipment before ten (10) days after resignation could result in payment delays.

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

MAIL TO:

**BUREAU FOR PUBLIC HEALTH
OFFICE OF NUTRITIONAL SERVICES
WEST VIRGINIA WIC PROGRAM
VENDOR MANAGEMENT UNIT
ROOM 519
350 CAPITOL STREET CHARLESTON,
WEST VIRGINIA 25301-3717**

APPENDIX M

REQUEST FOR SANCTION POINTS

REQUEST FOR STATE WIC AGENCY SANCTION POINT STATUS

Store Name _____ **Vendor #** _____

Mailing Address: _____

Email Address: _____

County _____

Please provide the WV WIC sanction point status for this store. The vendor's sanction point status will be sent to the attention of the person indicated below. Person requesting sanction point status

(Please print or type)
Signature _____

Title _____

10 points to 19 points – warning letter sent to vendor and vendor will be required to accept mandatory training

20 points to 29 points – warning letter sent to vendor and vendor will be required to accept mandatory training

30 points or above 30 points – vendor will be disqualified from participation in the WV WIC Program for a period of one (1) year and the vendor agreement will be terminated

DO NOT WRITE BELOW THIS LINE – STATE AGENCY USE ONLY

Store Name _____ **Vendor #** _____

As of _____ **the above-named store has accrued** _____ **WV WIC Sanction Points.**

Vendors should familiarize themselves and their staff with the WV WIC Sanction Policy to avert possible sanction assessment and/or disqualification as an authorized WIC vendor. This sanction total may not reflect pending sanction action due to violations committed during an ongoing investigation or discovered during a recent on-site monitoring visit.

Signature of Monitor _____

APPENDIX N

APPEALS REQUEST FORM

APPEALS REQUEST

THIS REQUEST MUST BE RECEIVED DURING THE TIME PERIOD NOTED IN THE DISQUALIFICATION/SANCTION LETTER WHICH SPECIFIES THE PROPOSED ACTION BEING TAKEN BY THE WV WIC PROGRAM. ANY PREVIOUSLY ASSESSED SANCTIONS WHICH THE VENDOR ELECTED NOT TO CHALLENGE, OR CHALLENGED BUT THEN ABANDONED OR THE AGENCY ACTION WAS UPHELD VIA THE APPEALS PROCESS WILL NOT BE CONSIDERED AT THIS OR ANY FURTHER ADMINISTRATIVE APPEALS PROCEDURE. DISQUALIFICATION FROM THE WV WIC PROGRAM WHICH IS A RESULT OF DISQUALIFICATION FROM SNAP IS NOT SUBJECT TO ADMINISTRATIVE OR JUDICIAL APPEAL UNDER THE WIC PROGRAM. STATE AGENCY DETERMINATION AS TO WHAT CONSTITUTES INADEQUATE PARTICIPANT ACCESS IS NOT SUBJECT TO ADMINISTRATIVE APPEAL.

On behalf of _____
(Store Name)

I wish to appeal the action outlined in the letter dated _____
(Date of Letter)

(Signature of Vendor or Representative) (Date)

Please check one:

- I request a pre-hearing conference to discuss this issue.
- I do not request a pre-hearing conference.

Please check one:

- I wish to continue to redeem WV eWIC during the hearing process. I understand that should the sanction proposed by the WV WIC Program be upheld that my disqualification/sanction period will be imposed, in full, at the end of the appeal.
- I do not wish to continue to redeem WV eWIC during the hearing process. I understand That should the sanction proposed by the WV WIC Program be upheld that my disqualification/ sanction period will be considered to have begun on the date outlined in my notification letter.

Mail all appeal requests to: WV WIC Program
Attention: Vendor Unit
350 Capitol Street , Room 519
Charleston, WV 25301-3717

APPENDIX O

WEST VIRGINIA WIC PROGRAM UPC APPLICATION FORM

**PROCEDURES FOR ADDING
UNIVERSAL PRODUCT CODES (UPCs) TO THE WEST VIRGINIA WIC
APPROVED PRODUCT LISTING (APL)**

1. Submitting requests to add UPC(s):
 - A. Authorized vendors, manufacturers, and wholesale suppliers must mail or fax to the address below a completed "West Virginia WIC Program UPC Application Form" (see Attachment):

West Virginia WIC Program
Attn: eWIC Coordinator
350 Capitol Street, Room 519
Charleston WV 25301
Fax number – (304) 558-1541

The product label must also be submitted with the "West Virginia WIC Program UPC Approval Request Form."

- 1) The product label must include the product name, size, manufacturer, UPC barcode, and nutritional facts.
 - 2) If the request is mailed, the actual product label must be included. No copies please.
 - B. With exception of fresh fruits and vegetables (Cash Value Benefit items), food products without a UPC code denoted on the container will not be added to the APL.
2. The State WIC Agency will review the food item and determine if the product will be added to the APL.

ATTACHMENT

West Virginia WIC Program UPC APPROVAL Request Form

To add a product to the WIC Program's APL, vendors, manufacturers, and wholesale suppliers must:

1. Complete this form for each product requested to be added to the APL database.
2. Mail (original, not a copy) or fax along with the product label, to the eWIC Coordinator. The product label must include the product name, size, manufacturer, nutritional facts, and UPC barcode.

Product name: _____
Price of Product: _____
Name of store, manufacturer, or wholesaler requesting a UPC addition to the APL: _____
UPC Code (please print): _____
Contact name: _____ EMAIL: _____
WIC vendor number (if applicable): _____
Daytime Phone: _____
Address: _____
City, state, zip code: _____
Signature: _____ Date: _____
PLEASE PRINT LEGIBLY

Send to: **West Virginia WIC Program**
 Attn: eWIC Coordinator
 350 Capitol Street, Room 519
 Charleston WV 25301
 Fax number – (304) 558-1541

If you have any questions, call the West Virginia WIC Program at (304) 558-0030

For State WIC Agency Use Only

CheckBox1 **APPROVED**

CheckBox2 **DENIED (REASON FOR DENIAL) _____**

SIGNATURE OF eWIC COORDINATOR

DATE