



# UTAH WIC PROGRAM



# VENDOR MANUAL

A guidebook to WIC for grocery store management and supervisory staff

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UTAH DEPARTMENT OF  
**HEALTH**

Revised January 1, 2015

# UTAH WIC PROGRAM VENDOR MANUAL

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## Introduction

This manual is for the training, guidance, and assistance of Utah WIC vendors on matters concerning Utah WIC Program requirements. Many vendor questions and concerns can be answered by reviewing the contents of this manual. It is not intended as a substitute for the Utah WIC Vendor Agreement or applicable laws and/or regulations.

As part of the annual WIC training requirement, all store management and supervisory staff who oversee WIC transactions and bookkeeping processes should review this manual. There are separate training manuals available specifically for cashiers and for bookkeeping staff.

The SNAP (Food Stamp Program) and the WIC Program have no legal obligation to provide vendor training materials in multiple languages. The WIC Program holds the retailer responsible for providing or bringing an interpreter for on-site visits, communication or questions with the State WIC office or Local WIC Agency, initial or renewal of agreement applications; required training sessions, or other meetings, as necessary.

The local health department vendor management staff person, who is a member of the WIC staff in your area, may be contacted in the event you have questions or problems. Each local WIC agency/clinic is responsible for maintaining effective communication with all authorized WIC vendors within its jurisdiction.

This manual is effective January 1, 2015 (Previous editions are obsolete)

## Contacts:

The name of my local vendor management staff person is: \_\_\_\_\_

Phone # \_\_\_\_\_

The State Vendor Coordinator may be contacted if you cannot reach your Local WIC Agency Vendor Management Staff Person by calling: 801-538-6960 or toll free at 1-877-942-5437

FAX # 801-538-6729

[www.health.utah.gov/WIC](http://www.health.utah.gov/WIC)

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## Definitions

**Above-50% Vendors:** Vendors and new vendor applicants that derive more than 50 percent of their annual food sales revenue from WIC sales. (Utah WIC does not authorize 50 percent vendors.)

**Authorized supplemental foods:** WIC food items authorized by the State Agency for issuance to a particular participant.

**Cash-value vouchers (CVV):** A fixed-dollar amount check, voucher, electronic benefit transfer (EBT) card or other document with a maximum value that is used by a participant to obtain authorized fruits and vegetables.

**Check:** This term refers to both types of WIC Checks (regular checks) and Cash-Value Vouchers.

**Compliance buy:** A covert, on-site investigation, in which a representative of the Program poses as a participant, endorser, or proxy, and transacts one or more WIC checks and does not reveal during the visit that he or she is a program representative.

**EBT (Electronic Benefits Transfer) also known as “e-WIC”:** A smart card system where the card is loaded with WIC benefits. The Utah WIC program will use EBT cards in the future for WIC redemptions rather than paper checks.

**Farmer:** An individual authorized by the State agency to sell eligible fruits and vegetables to participants at a farmers’ market or roadside stands; individuals that exclusively sell produce grown by someone else, such as wholesale distributors. (Farmers are not authorized for Utah WIC.)

**FNS:** Food and Nutrition Service, a department of the United States Department of Agriculture (USDA) which administers the WIC program.

**Food Delivery System:** The method used by State and local agencies to provide supplemental foods to participants.

**Food Instrument:** A voucher, check, electronic benefits transfer card (EBT), coupon or other document which is used by a participant to obtain supplemental foods. The term ‘food instrument’ is often used to refer to the regular type of Utah WIC check that contains a list of WIC foods to be purchased including sizes and quantities.

**Food Sales:** The total dollars of all foods that are eligible items under the Supplemental Nutrition Assistance Program (SNAP/Food Stamps). These foods are intended for home preparation and consumption and include meat, fish and poultry; bread and cereal products; dairy products; and fruits and vegetables. Items such as condiments and spices, coffee, tea, cocoa, and carbonated and noncarbonated beverages are included in food sales only when offered for sale along with foods in the four primary categories. Food sales do not include any items that are not approved for purchase with Supplemental Nutrition Assistance Program (SNAP/Food Stamp) benefits, such as non-food items, alcoholic beverages, hot foods, or food that will be eaten on the store premises.

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**Inadequate Participant Access:** No other WIC authorized vendor is located within twenty (20) miles causing an undue hardship on participants.

**Inventory Audit:** The examination of food invoices or other proofs of purchase to determine whether a vendor has purchased sufficient quantities of WIC food items to provide participants the quantities specified on checks redeemed by the vendor during a given period of time.

**Investigation:** A method used by the State Agency to determine if violations are occurring.

**Pattern:** Repeated incidences of a violation based on the number and severity of the violations.  
**Redemption period:** The date by which the vendor must submit the check for redemption. This date must be no more than 60 days from the first date on which the check may be used. (7 CFR 246.12 (a) (2) (iv))

**Sanction:** An administrative action taken as a result of a violation.

**Store brand/Private labels:** A brand owned not by a manufacturer or producer but by a retailer or supplier who has its goods made by a contract manufacturer under its own label. Utah WIC term usage:

*A store brand (also called a private label) must be purchased when indicated in the Utah Authorized WIC Foods booklet. Some examples of store brands/private labels include: Western Family, Kroger, Great Value, Albertsons/Essential Everyday, Market Pantry, WinCo, (Malt-O-Meal cereals are authorized under this definition). Other store brands/private labels may be available. If a store carries more than one store brand/private label then either product may be purchased regardless of price. If the store does not carry a store brand/private label for the WIC food item, then the cheapest brand can be purchased.*

*When certain brands are specified in the Authorized WIC Foods booklet, only those brands listed may be purchased.*

**Utah WIC Vendor:** A sole proprietorship, partnership, cooperative association, corporation, or other business entity operating one or more stores, transacting WIC and non-WIC food commodities, having at least one cash register, reporting Utah state sales tax, providing food sales on a year-round basis, and being authorized by the State agency to provide approved supplemental foods to participants under a retail food delivery system. Each store operated by a business entity constitutes a separate vendor and must be authorized separately from other stores operated by the same business entity. New applicants and currently authorized vendors must stock and provide a variety of foods in each of the following staple food groups on a continual basis: a minimum of 10 lbs. of meat, poultry or fish; bread and cereal; fresh fruits/vegetables, dairy, and baby foods (fruits/vegetables and meats); operate from a fixed, retail location; have a valid license to operate a business in the State of Utah; and have, as a minimum, at least fifty percent (50%) of their shelf space designated to the sale of non-WIC food items and non-WIC food transactions must be at least fifty percent (50%) of total food sales (including infant formula).

**Vendor:** This term is used to refer to the retailer and is sometimes used in the place of the terms: store, store manager and store owner, etc.

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**Vendor Overcharge:** Intentionally or unintentionally charging the State agency more for authorized WIC food items than is permitted under the vendor agreement. For mandatory sanctions to be assessed against a vendor, overcharging must be established by a pattern of redemptions.

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

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## Overview

### **The Women, Infants, and Children (WIC) Program**

WIC is a special supplemental food program for pregnant, postpartum, and breastfeeding women, infants, and children up to five years of age who live in an area served by a local WIC agency, meet income criteria, and who are determined by qualified health professionals to be at nutritional risk. In order to prevent the occurrence of health problems, WIC program participants are provided with foods high in iron, protein, calcium, and vitamins A, C and D. In addition to receiving food supplements, participants in the WIC program receive nutrition education, and when appropriate, referral to other health and social service programs. The WIC Program supports breastfeeding and provides breastfeeding education and guidance.

WIC has shown to lower medical costs for infants in the first 60 days of life. Because of the supplemental foods and nutrition counseling provided by WIC, Medicaid program costs are reduced.

The WIC program is funded and administered at the national level by the United States Department of Agriculture. The WIC program in Utah is administered by the Utah Department of Health, Division of Family Health & Preparedness.

### **The Retail System**

The State Agency contracts with local county health departments to operate the Utah WIC program at the local level. The Utah WIC State Agency contracts with local retailers to provide the WIC program participants with specific food products. WIC foods are issued by the local WIC agencies within the State of Utah and are redeemed by authorized retail grocery stores.

The grocery vendor wishing to participate in the Utah WIC Program must make an application to participate. Unlike the Supplemental Nutrition Assistance Program (SNAP/Food Stamps), the WIC Program does not authorize every vendor that applies. Authorization is based on the need of a vendor within a participant location (limitation criteria) and specific qualification requirements (authorization criteria) as outlined in the Utah WIC Vendor Agreement. These criteria are applied to make sure that WIC food funds are being spent in the most efficient and cost effective manner.

The WIC program in Utah currently operates on a check based food benefit issuance system. The WIC participant is issued checks at the local WIC agency. The participant exchanges the check at an authorized participating retailer for the food items prescribed on the face of the WIC check. The retailer's role in the program is to provide only those WIC foods indicated on the check in the quantities specified.

The Utah WIC program is a major purchaser in the retail grocery system. Each year approximately 40 million dollars of food is purchased with Utah WIC checks. On average, each WIC participant receives about \$50 per month in WIC food benefits.

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## Vendor Authorization

Vendor authorization is the process by which the State Agency assesses, selects, and enters into agreements with stores that apply or subsequently reapply to be authorized as WIC vendors.

The State Agency will maintain an open enrollment period to accept applications throughout the agreement period with the exception of the last three (3) months (July, August, and September) of the current three (3) year period.

In determining if a vendor is expected to meet the more than fifty percent (50%) criterion (see definitions in Food Delivery: Utah WIC Vendor), the State Agency shall ask each vendor applicant whether it is expected that more than fifty percent (50%) of its monthly revenue from the sale of food items will be derived from WIC checks (see Utah WIC Vendor Agreement, page 1). If the answer is “yes,” no further assessment is necessary; the vendor will not be authorized. If the answer is “no,” the State Agency shall conduct an assessment to determine whether the vendor applicant may be authorized. The State Agency shall assess the vendor using additional vendor agreement questions, on-site pre-authorization visits, data sources, and other methodologies to make the determination. Failure of a vendor applicant to provide documentation requested by the State Agency shall result in denial of the application.

If the State Agency determines that the vendor may be authorized, the on-site preauthorization visit shall be used to confirm that the new store is not expected to meet the more than fifty percent (50%) criterion.

The State Agency will terminate newly authorized vendors and any currently authorized vendors that are subsequently determined to have greater than 50% of their total food sales (including infant formula) in WIC redemption. The State Agency will terminate the agreement with a thirty (30) day notification if it determines that a vendor has greater than 50% of their total food sales (including infant formula) for any month in WIC check redemption unless the vendor is needed for participant access. Vendors terminated for greater than 50% of their total food sales (including infant formula) in WIC redemption cannot reapply for authorization for 90 days after the termination date.

The Utah WIC Program will authorize an adequate number of vendors in order to provide access to acquire WIC food items and provide a vendor population that is cost-effective and can be efficiently managed by the State and local WIC agencies. Any vendor that is rejected cannot reapply for application of Limiting or Selection Criteria for thirty (30) days. Application documentation and records are valid for thirty (30) days from the on-site preauthorization visit. Vendor limiting criteria is established by the State agency to determine the maximum number and distribution of vendors it authorizes. Vendor selection criteria mean the criteria established by the State agency to select individual vendors for authorization. Having completed the Vendor Limiting Criteria, the vendor is in a position to be evaluated for selection to the Utah WIC Program. The vendor must meet or exceed the minimum Selection Criteria in order to be accepted as a Utah authorized WIC vendor.

The vendor must agree to an on-site preauthorization evaluation and training by a State and/or local agency WIC staff person. The WIC vendor coordinator staff person has up to thirty (30) working days from the initial contact by the vendor to conduct the pre-authorization evaluation



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and training on-site visit. There may be up to twenty (20) working days from the date of the evaluation visit is received by the State Agency until the notification of authorization or rejection. It cannot be guaranteed and is often not possible for new stores to be WIC authorized by the day of store opening.

If the vendor is authorized, the State Agency issues a vendor number, assigns a vendor peer group, and mails the Utah WIC authorized vendor identification number stamp, an approval letter with the peer group assignment and a copy of the WIC Vendor Agreement directly to the approved WIC vendor. A copy of the approval letter and agreement is sent to the local WIC agency. Any vendor who attempts to redeem Utah WIC checks prior to receiving the authorization letter and the Utah WIC authorized vendor identification number stamp will be subject to rejection of the checks and loss of payment plus an additional thirty (30) day waiting period before authorization.

If the vendor is not authorized, the State Agency mails a disapproval letter via certified mail stating the reasons for disapproval to the vendor. State Agency retains a copy of the disapproval letter, and all evaluation documentation on a file. The disapproved vendor cannot reapply for another evaluation for at least thirty (30) days from the date of the disapproval.

Authorized vendors must have redemption activity within a ninety (90) day period to continue on the WIC Program unless the vendor is needed for participant access. To determine whether a currently authorized vendor meets the above-50-percent criterion, the State agency must calculate WIC redemptions as a percentage of the vendor's total foods sales revenue. WIC redemption data used in the State agency's calculations will cover the same period covered by the vendor's food sales amount.

## **Vendor Agreement Renewal (Reauthorization) and Amendments**

At the end of the agreement period as assigned by the State Agency, the vendor is requested to apply for renewal of the agreement. The vendor reads and signs the new agreement, completes all applicable required information, and returns the renewal forms and agreement to the Utah WIC Program by the due date. Renewal of the agreement will be based upon both the Vendor Limiting Criteria and Vendor Selection Criteria.

Expiration of a contract or agreement with a food vendor is not subject to appeal. Neither the State Agency, nor the food vendor has an obligation to renew the contract or agreement.

The vendor agreement may be amended at any time at the sole discretion of the State WIC Agency. Vendors who do not accept and sign amendments to the agreement are subject to expiration of the current vendor agreement after thirty (30) days notice.

The vendor must provide the State agency advance written notification of any change in vendor ownership, store location (change of physical address of the vendor), or cessation of operations. In such instances, the State agency will terminate the vendor agreement and the vendor will need to reapply as a new applicant.

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## Vendor Peer Groups

Vendors are classified into peer groups. The vendor will be assigned the most compatible peer grouping based on the criteria outlined below as a result of the group cluster analysis: When classifying a vendor initially into a peer group, the criteria will include: 1) Square Footage; 2) number of Cash Registers; 3) Structure (Type Store Structure- Sole Proprietor/Partnership/ Corporation; 4) Supplemental Nutrition Assistance Program (SNAP/Food Stamp Program) sales volume for stores on the Supplemental Nutrition Assistance Program (SNAP/Food Stamp Program); and 5) Geography (Remote Rural/Rural/Slightly Urban/Urban/Metro Market Edge/ Metro Market Center).

Peer group assignment for authorized vendors without initial sales data will be re-evaluated at six (6) months after the initial assignment but will now include: 1) Food sales (Supplemental Nutrition Assistance Program (Food Stamp Program) eligible foods including infant formula. All authorized vendors will receive peer group review on a yearly basis.

Vendors in outlying zip code locations, which incur documented excessive shipping or fuel costs by the distributor or other objective means, may be exempted from other criteria and may be adjusted to a higher peer group.

Vendors found to have greater than 50% of their total food sales (including infant formula) for any month in WIC check redemption will be terminated with a thirty (30) day notification and cannot reapply for authorization for ninety (90) days after the termination date.

## Vendor Sales/Inventory Data

The vendor must maintain inventory records used for Federal tax reporting purposes and other records the State Agency may require for the period of time specified by the State Agency in the vendor agreement. Upon request, the vendor must make available to the State Agency all program-related records. The vendor agrees to provide the following documentation through IRS forms, financial records or other objective means upon State Agency request: monthly or annual food sales (Supplemental Nutrition Assistance Program/Food Stamp) eligible food items including infant formula sales; records of WIC foods purchased for a set period of time, such as invoices, receipts, and bank deposits; inventory/ shelf price records of WIC food items; and Supplemental Nutrition Assistance Program (SNAP/Food Stamp) sales volume. The State or local WIC agency may request specific records to validate this information at any time during the agreement period. The vendor is responsible for the validity of this information and failure to provide any required sales data or providing false information will result in denial of or termination of the agreement.

The vendor must maintain invoices or receipts documenting the purchase of WIC food items from manufacturers, wholesalers, distributors, retailers or any other point of purchase, and any additional inventory records used by the vendor, including sales or tax records used for Federal or State tax purposes, and other business related records the State agency may require, for the current agreement period or a minimum of three (3) years.

Upon request, the vendor must make available to representatives of the State agency, the Department and the Comptroller General of the United States, at any reasonable time and place for inspection and audit, all checks in the vendor's possession and all program related records.

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## Food Requirements and Pricing

### Food Price Reporting List

The Utah Food Price Reporting List is used to obtain WIC food item prices directly from the vendor. These prices are used to update the vendor peer group's maximum allowable reimbursement amount for each WIC food item. Prices are also collected at times to determine the availability and cost of items being considered for future authorization.

Prices for supplemental foods are submitted by the vendor on a quarterly basis. In addition, prices are acquired through routine monitoring, initial evaluations, compliance purchases, and as requested by the State Agency.

Prices for supplemental foods are collected manually. Prices reported should be regular prices, not sale prices.

Price increases sometimes occur after the quarterly Utah Food Price Reporting List has been submitted to the Utah WIC program. When significant increases occur (about 5% or greater increase), the vendor needs to resubmit the prices only on those food commodities that are affected by the increase within five (5) working days of the actual shelf price change. Prices can be resubmitted utilizing the Food Price Reporting List or may be resubmitted by email directly to the Utah Vendor Management Coordinator.

### Food Inventory Requirements

The vendor agrees to have on the shelf for purchase a reasonable choice of authorized WIC foods as listed under the peer group of vendor.

#### Peer Groups 1 and 2

WIC stores agree to have on the shelf and stock the following minimum varieties and quantities of WIC food items:

Infant formula: Similac Advance (Abbott Nutrition) and Enfamil ProSobee (Mead Johnson); Quantity on shelf—twelve (12) cans of powder of each brand on the shelf; and thirteen (13) cans of concentrate of each brand on the shelf. Quantity in inventory: a minimum of two (2) cases of Similac Advance powder; one (1) case of Similac Advance concentrate; one (1) case of Enfamil ProSobee powder and (1) case of Enfamil ProSobee concentrate; the vendor agrees to acquire sufficient quantities of Similac Advance and Enfamil ProSobee infant formula, or other infant formulas that can be obtained through grocery wholesalers above the minimum inventory requirements, in order to redeem WIC checks being presented at the vendor site within 72 hours of notification of the need. The vendor agrees to acquire other brands of infant formula, when required to redeem WIC checks, without causing participant inconvenience or hardship.

Infant cereal: stock at least two (2) different varieties (i.e. Rice and Oatmeal) without fruit in 8-oz. size; quantity in stock—eight (8) 8-oz. containers.

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Milk: Whole, 2%, 1%, or skim milk in gallons, half-gallons, and quart sizes; quantity in stock—ten (10) gallons, six (6) half-gallons, and six (6) quarts.

Evaporated milk: stock at least one (1) variety in 12-oz. cans; quantity in stock—ten (10) cans.

Authorized cheese: stock at least two (2) different varieties in 1 lb. packages (packages less than 1 lb. can combine to total 1 lb.); quantity in stock—ten (10) packages of varying sizes of authorized varieties. No sliced cheese, cheese foods, deli items, cheese products or spreads.

Authorized WIC cereals: stock at least six (6) different authorized varieties; quantity in stock—four (4) containers of each variety. At least three (3) of the authorized varieties must be whole grain cereals.

Authorized WIC juice: stock at least two (2) different varieties of 12-oz. frozen juice; quantity in stock—six (6) cans of each variety and size. At least two (2) different authorized varieties of 64-oz. full strength juice; quantity in stock—eight (8) cans of each variety and size.

Eggs: authorized size; one (1) dozen; quantity in stock—ten (10) dozen.

Authorized peanut butter: stock at least two (2) different varieties in 18-oz. size; quantity in stock—eight (8) jars of each variety.

Authorized dry peas/beans/lentils: in 16-oz. packages; stock at least four (4) different varieties; quantity in stock—four (4) packages of each variety.

Authorized canned fish: stock at least two (2) different varieties (light tuna and pink salmon) in 5-oz. containers; quantity in stock – ten (10) cans of each variety.

Stock at least six (6) different varieties of authorized fresh fruits and four (4) different varieties of authorized fresh vegetables; quantity in stock for each variety: twelve (12) authorized fruit and vegetable commodities per variety.

Stock at least three (3) different varieties of authorized 4-oz. jars of infant single variety fruits and single variety vegetables; total quantity in stock for all varieties maintained by the store: 40 - 4 oz. jars in any combination (includes shelf stock and storage inventory).

Stock at least three (3) different varieties of authorized 2.5-oz. jars infant meats; total quantity in stock for all varieties maintained by the store: 20 – 2.5-oz. jars (including shelf stock and storage inventory).

Stock at least one (1) variety of 16-oz. size of authorized whole wheat bread, quantity in stock: eight (8) loafs.

Stock at least two (2) different varieties of 15 to 16-oz. authorized canned beans/lentils, quantity in stock: eight (8) cans per variety.

Stock at least one (1) variety of 14 to 16-oz. authorized brown rice (instant or regular); one (1) variety of 14 to 16-oz. authorized soft corn or whole wheat tortillas; quantity in stock: eight (8) food commodities per variety.

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## Peer Groups 3 and 4

Stores agree to have on the shelf and stock the following minimum varieties and quantities of WIC food items:

Infant formula: Similac Advance (Abbott Nutrition) and Enfamil ProSobee (Mead Johnson); Quantity on shelf—twelve (12) cans of powder of each brand on the shelf; and thirteen (13) cans of concentrate of each brand on the shelf. Quantity in inventory: a minimum of one (1) case of Similac Advance powder; one (1) case of Similac Advance concentrate; the vendor agrees to acquire sufficient quantities of Similac Advance and Enfamil ProSobee infant formula, or other infant formulas that can be obtained through grocery wholesalers above the minimum inventory requirements, in order to redeem WIC checks being presented at the vendor site within 72 hours of notification of the need. The vendor agrees to acquire other brands of infant formula, when required to redeem WIC checks, without causing participant inconvenience or hardship.

Infant cereal: stock at least two (2) different varieties (i.e. Rice and Oatmeal) without fruit in 8-oz. size; quantity in stock—six (6) 8-oz. containers.

Milk: Whole, 2%, 1%, or skim milk in gallons, half-gallons, and quart sizes; quantity in stock—four (4) gallons, four (4) half-gallons, and four (4) quarts.

Evaporated milk: stock at least one (1) variety in 12-oz. cans; quantity in stock—five (5) cans.

Authorized cheese: stock at least two (2) different varieties in 1 lb. packages (packages less than 1 lb. can combine to total 1 lb.); quantity in stock—five (5) packages of varying sizes of authorized varieties. No sliced cheese, cheese foods, deli items, cheese products or spreads.

Authorized WIC cereals: stock at least four (4) different authorized varieties; quantity in stock—four (4) containers of each variety. At least two (2) of the authorized varieties must be whole grain cereals

Authorized WIC juice: stock at least two (2) different authorized varieties of 12-oz. frozen juice; quantity in stock—six (6) cans of each variety and size. At least two (2) authorized varieties of 64-oz. full strength juice; quantity in stock—six (6) cans of each variety and size.

Eggs: authorized size; one (1) dozen; quantity in stock—six (6) dozen.

Authorized peanut butter: stock at least two (2) different varieties in 18-oz. size; quantity in stock—four (4) jars.

Authorized dried peas/beans/lentils: in 16-oz. packages; stock at least three (3) different varieties; quantity in stock—three (3) packages of each variety.

Authorized canned fish: stock at least two (2) different varieties (light tuna and salmon) in 5-oz. containers; quantity in stock – six (6) cans for each variety.

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Stock at least four (4) different varieties of authorized fresh fruits and two (2) different varieties of authorized fresh vegetables; quantity in stock for each variety: eight (8) authorized fruit and vegetable commodities per variety.

Stock at least two (2) different varieties of authorized 4-oz. jars of infant single variety fruits and single variety vegetables; total quantity in stock for all varieties maintained by the store: 30 - 4 oz. jars in any combination (includes shelf stock and storage inventory).

Stock at least two (2) different varieties of authorized 2.5-oz. jars infant meats; total quantity in stock for all varieties maintained by the store: 15 – 2.5-oz. jars (including shelf stock and storage inventory).

Stock at least one (1) variety of 16-oz. size of authorized whole wheat bread; quantity in stock: six (6).

Stock at least two (2) different varieties of 15 to 16-oz. authorized canned beans/lentils, quantity in stock: six (6) cans per variety.

Stock at least one (1) variety of 14 to 16-oz. authorized brown rice (instant or regular); one (1) variety of 14 to 16-oz. authorized soft corn or whole wheat tortillas; quantity in stock: six (6) food commodities per variety.

## **Peer Group 5**

Stores agree to have on the shelf and stock the following minimum varieties and quantities of WIC food items:

Infant formula: Similac Advance (Abbott Nutrition) and Enfamil ProSobee (Mead Johnson); Quantity on shelf—six (6) cans of powder of Similac Advance on the shelf; the vendor agrees to acquire sufficient quantities of Similac Advance and Enfamil ProSobee infant formula, or other infant formulas that can be obtained through grocery wholesalers above the minimum inventory requirements, in order to redeem WIC checks being presented at the vendor site within 72 hours of notification of the need. The vendor agrees to acquire other brands of infant formula, when required to redeem WIC checks, without causing participant inconvenience or hardship.

Infant cereal: stock at least two (2) different varieties (i.e. Rice and Oatmeal) without fruit in 8-oz. size; quantity in stock—four (4) 8-oz. containers.

Milk: Whole, 2%, 1%, or skim milk in gallons, half-gallons, and quart sizes; quantity in stock—two (2) gallons, two (2) half-gallons, and two (2) quarts.

Evaporated milk: stock at least one (1) variety in 12-oz. cans; quantity in stock—two (2) cans.

Authorized cheese: stock at least two (2) different varieties in 1 lb. package (packages less than 1 lb. can combine to total 1 lb.); quantity in stock: two (2) packages of varying sizes of authorized varieties. No sliced cheese, cheese foods, deli items, cheese products or spreads.

Authorized WIC cereals: stock at least two (2) different authorized varieties; quantity in stock: two (2) containers of each variety. At least one (2) of the authorized varieties must be whole grain cereals.

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Authorized WIC juice: stock at least two (2) different varieties of 12-oz. frozen juice; quantity in stock: four (4) cans of each variety and size. At least two (2) different authorized varieties of 64-oz. full strength juice; quantity in stock—four (4) cans of each variety and size.

Eggs: authorized size; one (1) dozen; quantity in stock—two (2) dozen.

Authorized Peanut butter: stock at least two (2) different varieties in 18-oz. size; quantity in stock—two (2) jars.

Authorized dried peas/beans/lentils: in 16-oz. packages; stock at least two (2) different varieties; quantity in stock: two (2) packages of each variety.

Authorized canned fish: stock at least two (2) different authorized varieties (light tuna and salmon) in 5-oz. containers; quantity in stock: four (4) cans of each variety.

Stock at least two (2) different varieties of authorized fresh fruits and two (2) different varieties of authorized fresh vegetables; quantity in stock for each variety: four (4) authorized fruit and vegetable commodities per variety.

Stock at least two (2) different varieties of authorized 4-oz jars of infant single variety fruits and single variety vegetables; total quantity in stock for all varieties maintained by the store: 20 - 4 oz. jars in any combination (includes shelf stock and storage inventory).

Stock at least two (2) different varieties of authorized 2.5-oz. jars infant meats; total quantity in stock for all varieties maintained by the store: 10 – 2.5-oz. jars (including shelf stock and storage inventory).

Stock at least one (1) variety of 16-oz. size of authorized whole wheat bread; quantity in stock: four (4) loafs.

Stock at least two (2) different varieties of 15 to 16-oz. authorized canned beans/lentils, quantity in stock: four (4) cans per variety.

Stock at least one (1) variety of 14 to 16-oz. authorized brown rice (instant or regular); one (1) variety of 14 to 16-oz. authorized soft corn or whole wheat tortillas; quantity in stock: four (4) food commodities per variety.

## Authorized WIC Foods

The Utah WIC Program publishes an authorized food booklet that includes foods that are approved by United States Department of Agriculture (USDA) and the Utah WIC Program. This booklet is normally issued annually at the beginning of the Federal Fiscal Year on October 1st. There is typically a three month transition period during which time the booklet is distributed to WIC participants. During the transition period the foods from both the new booklet and the old booklet should be honored at the vendor.

# UTAH WIC PROGRAM VENDOR MANUAL

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UPC Databases at the store must be updated with all newly approved foods on the effective date of the new booklet and foods no longer approved must be removed at the end of the three month transition period.

All store managers and cashiers are required to become familiar with the current Authorized WIC Food Booklet. Vendors must read through the booklet to learn which foods are approved and what items should not be purchased. Review of the booklet must be part of the cashier training process. Contact the State WIC Office if you have any questions about WIC approved foods. The Utah WIC Authorized Food booklet should be accessible at each check stand for cashier review.

If there is an exception for a WIC client to purchase a product not listed in the Utah WIC Authorized Food booklet, the WIC client must present a Special Food Letter printed on State Agency or Local Health Department letterhead stating what specific food item(s) can be purchased in lieu of the items in the booklet.

Food manufacturers and distributors may submit products to be considered for inclusion in the Utah WIC Authorized Food booklet to the State WIC Office for review. Please see the Utah WIC website for instructions at: [www.health.utah.gov/wic/foodManufacture.html](http://www.health.utah.gov/wic/foodManufacture.html).

## **Store Brands/Private Labels**

A store brand or a private label is defined as a brand owned not by a manufacturer or producer; but by a retailer or supplier who gets its goods made by a contract manufacturer under its own label. The policy of requiring the WIC client to purchase the store brand/private labels of Utah authorized WIC foods is utilized to maximize food dollars in order to serve our WIC population. In order for our WIC clients and vendors to better understand the concept of store brand/private labels, please review the following guidelines:

*A store brand (also called a private label) must be purchased when indicated in the Utah Authorized WIC Foods booklet. Some examples of store brands/private labels include: Western Family, Kroger, Great Value, Albertsons/Essential Everyday, Market Pantry, WinCo, (Malt-O-Meal cereals are authorized under this definition). Other store brands/private labels may be available. If a store carries more than one store brand/private label then either product may be purchased regardless of price. If the store does not carry a store brand/private label for the WIC food item, then the cheapest brand can be purchased.*

*When certain brands are specified in the Authorized WIC Foods booklet, only those brands listed may be purchased.*

Please review and train store staff on these policies and procedures:

- If a food item requires the purchase of a Store Brand/Private Label, any Store Brand/Private Label may be sold. Exceptions are cereal and juice; only the specific Store Brands/Private Labels listed in the booklet may be purchased.
- According to the definition of “Store Brand/Private Label”, the WIC customer cannot substitute a manufacturer’s brand name item for a Store Brand/Private Label item even if the name brand item is on sale for less than or equal to the cost of the Store Brand/Private Label item. Nor can the WIC customer purchase a name brand item if the



# UTAH WIC PROGRAM VENDOR MANUAL

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Store Brand/Private Label item is temporarily out of stock. The national brand cannot be purchased.

- If a food item is specifically listed by brand name on the check (for example, infant formula), then that specific brand item must be purchased. A Store Brand/Private Label brand CANNOT be substituted.
- If there is an exception for a WIC client to purchase a name brand item instead of the required Store Brand/Private Label item, the WIC client must present a Special Food Letter printed on State Agency or Local Health Department letterhead stating what specific food item(s) can be purchased in lieu of the Store Brand/Private Label.
- If a WIC retailer obtains food commodities from a corporate or independent supplier, wholesaler or manufacturer that offers a Store Brand/Private Label cold cereal and juice, then the store needs to obtain sufficient inventory of that Store Brand/Private Label product to meet the inventory requirements in the Utah WIC Vendor Agreement. Substitutions of national brand name cold cereals or juices will not be permitted even if the store is temporarily out of stock.
- There may not be a Store Brand/Private Label cold cereal equivalent to the national brand. For example, the retailer is able to obtain several different Store Brand/Private Label cold cereals and juices. The customer wants a specific national brand name or type of cereal, but there is not an exact equivalent available in the Store Brand/Private Label. The WIC customer must choose from the Store Brand/Private Label variety that is available on the shelf at the store.
- If the retailer cannot obtain any store brands or private labels from their supplier, the store must contact the State WIC Office at 801-538-6960. The WIC vendor cannot sell brand name juices or cold cereal to WIC customers without written authorization from the State WIC Office. If the retailer has been authorized by the State WIC office to accept authorized national brand cold cereal and juices, the vendor will be given a separate food booklet insert identifying those national brands that are authorized. If the WIC customer has informed the clinic staff that they will be shopping at a WIC retailer that has been authorized to redeem national brand cereals and juices, the WIC customer will be given a similar insert identifying those national brands that are approved.
- If the retailer has not been approved to redeem WIC checks for national brand cereals and juices and subsequently allows these items to be purchased, this will constitute a violation of the Utah WIC Vendor Agreement and appropriate corrective action will be taken against the vendor.

## What the Vendor Provides

The vendor may provide only the authorized supplemental foods listed on the check. The vendor may not provide unauthorized food items, nonfood items, cash, or credit (including rain checks) in exchange for checks. The vendor may not provide refunds or permit exchanges for authorized supplemental foods obtained with checks, except for exchanges of an identical authorized supplemental food item when the original authorized food item is defective, spoiled, or has exceeded its “sell by,” “best used by,” or other date limiting the sale or use of the food item. An identical authorized food item means the exact brand and size as the original

# UTAH WIC PROGRAM VENDOR MANUAL

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authorized supplemental food item. The vendor may provide only the authorized infant formula to participants in exchange for checks specifying infant formula.

## Infant Formula

The State of Utah, along with other WIC State Agencies, is required to maximize cost savings regarding the purchase of infant formula with WIC funds. The State of Utah was involved in a bid process which determined the specific brand(s) of infant formula(s) that would be required to be purchased with Utah WIC checks by our participants. This requirement is known as **primary contract infant formula**. All WIC infants who are not totally breast-fed will receive one of these infant formulas unless otherwise prescribed by a physician. The current primary contract infant formulas (milk and soy based) for the State of Utah are:

Milk-based infant formula:

Similac Advance [Abbott Nutrition] (concentrate, powder, ready-to-feed)

Soy-based infant formula:

Enfamil ProSobee [Mead Johnson] (concentrate, powder, ready-to-feed)

The Utah WIC check will specify the size and quantity of the specific infant formula that is to be purchased. There is NO substitution or alteration of the size or quantity of the infant formula being issued on the Utah WIC checks.

## Purchase of Infant Formula

A vendor authorized to participate in the WIC Program shall only purchase infant formula from wholesalers, distributors, and retailers licensed in the State of Utah or any other State and in accordance with appropriate State law and infant formula manufacturers registered with the Food and Drug Administration that provide infant formula. A current list of licensed and State Agency approved wholesalers, distributors, retailers, and FNS-approved infant formula manufacturers are available from the WIC State Agency website:

<http://health.utah.gov/wic/vendors.html>

The vendor must maintain invoices or receipts documenting the purchase of WIC food items and the source of the vendor's infant formula purchases from manufacturers, wholesalers, distributors, retailers or any other point of purchase; and any additional inventory records used by the vendor, including sales or tax records used for Federal or State tax purposes, and other business related records the State agency may require, for the current agreement period or a minimum of three (3) years.

## Infant Formula Attempted to be Returned to the Vendor

The vendor is not allowed to knowingly allow WIC formula to be returned for cash or store credit. Vendors cannot exchange returned infant formula for a different brand if it can be established that the formula was purchased with WIC checks. If the vendor can identify that the infant formula was originally purchased with WIC checks (receipt, or other means), then the vendor should politely instruct the participant to return the unused cans of infant formula back to the clinic of issuance. They will discuss the problem with the participant. The vendor cannot knowingly exchange a WIC infant formula for a different brand of infant formula even if the price is similar.

# UTAH WIC PROGRAM VENDOR MANUAL

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## The WIC Check Transaction

Health professionals at the WIC clinic designate which WIC foods and the quantities of those foods the WIC participant(s) are allowed to receive. When the check is presented for payment, the clerk must verify the purchased items against those foods prescribed on the check. No substitutions are allowable except when accompanied by a 'Special Food Letter' Participants can purchase their WIC food commodities from any Utah WIC authorized vendor. The vendor must sell authorized WIC foods to WIC participants at or below the price charged to non-WIC customers.

Utah WIC checks are issued by each local WIC clinic who serves WIC clients. The check tells WIC clients what foods they can purchase. Remember, the WIC client does not have to purchase all of the foods listed on the check.

The cash-value vouchers are for a fixed amount as stated on the front of the check. The participant may choose to pay the difference above the maximum amount stated on the cash-value voucher if the total cost of the fresh fruits and vegetables that were selected for purchase exceeds the fixed maximum amount on the cash-value voucher. Please remember that the WIC customer has the option to remove an item if they do not wish to pay for the excess produce. The customer must be given the option pay the difference or remove an item. Cashiers should not write an amount higher than the maximum value on the check. Any amount that is paid by the customer with another form of tender should not be included in the price that is written on the CVV. Write only the amount of the transaction that is being charged to WIC. DO NOT give cash back to the WIC customer if the total is less than the maximum amount.

The WIC participant cannot utilize "self-checkout" lanes as a store associate must verify the correct foods, quantity of the foods, place the total amount on the front and compare the signatures.

## Steps for Processing WIC Transactions

- Check to see that the customer has a WIC ID Packet
- Examine the check for alterations. DO NOT accept a check that has been altered in any way. WIC checks have a microprint border and a watermark. Absences of these indicate the document is a copy. Ensure none of the numbers or descriptions have been changed. Check to make sure the dates to use have not been changed.
- Do not accept any WIC checks from other states.
- Examine the "First Date to Use" and the "Last Date to Use." DO NOT accept any WIC checks prior to the "First Date to Use" or after the "Last Date to Use."

### Regular Checks:

- Verify the selected items. Using the check like a list, scan ONLY those foods on the check in the quantities selected. The amounts listed are maximums (the WIC client does not have to purchase all of the food items). No substitutions are allowed.

# UTAH WIC PROGRAM VENDOR MANUAL

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- If the store does not have all the food items listed on the check, the vendor should NOT accept the WIC check. Offer the participant the option of returning at a later time or shopping at another store. No "rain checks" are allowed with WIC checks.
- Enter the total amount for the check in the "Pay Exactly" box. Using only black ink, write in the numerical total of all items purchased on that specific check. DO NOT write a "\$". Ensure the numbers you write are legible. NO sales tax can be charged on Utah WIC food items.

## Cash-Value Vouchers:

- Are used to purchase any fresh fruits and vegetables. Each check has a fixed maximum amount printed on the front: \$8.00, \$10.00 or \$15.00.
- If the total cost of the fruit and vegetables selected is more than the maximum amount stated on the front, the participant can remove some of the items or they may choose to pay the difference.
- Do not write an amount higher than the maximum value on the check. Any amount that is paid by the customer with another form of tender should not be included in the price that is written on the CVV. Write only the amount of the transaction that is being charged to WIC. DO NOT give cash back to the WIC customer if the total is less than the maximum amount.

## Completing the transaction:

- After writing the amount of the check, present the check to the customer for signature. Each check is treated as a separate transaction. Each check should be signed in the presence of the cashier after the purchase price for that check has been written in. Use a black ink pen to avoid any potential issues during bank processing including problems with electronic scans that are made of the check.
- Witness the endorser's or proxy's signature on the WIC check, comparing it to any of the signatures on the WIC ID Packet. The signature on the check must match one of the authorized signatures on the WIC ID Packet. DO NOT accept any WIC checks where the signatures do not match or the WIC participant fails to place their signature on the check. When comparing signatures, the purpose is to ensure the same person is signing the check at the store who signed the ID packet at the clinic. Signatures do not need to be exact, but the cashier should be confident that it is an authorized endorser or proxy. Do not accept any check with a signature that resembles an "x" "+" or "t". If the vendor fails to obtain the authorized signature or allows the signature to be written in a different location, the check will not be accepted.
- The Utah WIC ID Packet is used to verify the signature of the endorser or proxy. DO NOT ACCEPT any check without a Utah WIC ID Packet. The cashier CANNOT ask to see any other form of identification, such as a Driver's License, to redeem WIC checks. If the client did not bring the Utah WIC ID Packet, then the cashier must politely refuse the transaction.

# UTAH WIC PROGRAM VENDOR MANUAL

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## Vendor Stamp:

- The cashier should not handwrite anything in the vendor stamp/date of transaction box.
- The retailer will place the combined vendor identification number and date of transaction stamp in the designated box on the front of the check before submitting the check to the bank for processing. Do not redeem a Utah WIC check if a vendor stamp imprint or transaction date already appears on the "PAY TO THE ORDER OF" or "DATE USED" line.
- The placement of the Utah WIC authorized identification number and date of transaction on the check will validate the check for redemption by the vendor. Remember to stamp the check prior to sending it to the bank. The bank will screen for the vendor identification number and the transaction date, if no identification number or transaction date is found, or if an unauthorized, lost or stolen stamp is used, the bank will reject the check, and return it to the vendor unpaid.
- If the vendor identification number or transaction date is blurred in any way, or imprinted several times, or over any other writing that would make the numbers or date difficult to read, the check will not be accepted by the bank.
- Ensure the imprint of the identification number and the date of transaction is within the appropriate box.
- The date of transaction stamped on the front of the check cannot be altered in any way and must match the actual date of transaction.
- Unauthorized duplication or using an unauthorized identification or date stamp, unauthorized number, lost, or stolen stamp, (including failure to surrender any stamps) is an act of noncompliance and can result in State Agency violation points, sanctions or disqualification from the Utah WIC program.
- Do not handwrite the vendor ID or the date used. Do not complete an unreadable stamp or change/correct a date with handwriting. Handwriting cannot appear in the box.

# UTAH WIC PROGRAM VENDOR MANUAL

## Check Data Fields

- (1) The WIC Check is valid within the First Date to Use and the Last Date to Use.
- (2) These are the WIC foods that may be purchased with this check. The amounts listed are maximums. (Remember, the WIC client does not have to purchase all of the food items.) No substitutions are allowed unless accompanied by a Special Food Letter on State Agency or Local Agency letterhead.
- (3) The store cashier **MUST** write the total purchase price using a black ink pen only. Do not place a "\$" in the price. Place the total purchase price on the check prior to obtaining the authorized signature. The participant cannot sign before or after all WIC transactions have been completed. **Each WIC check transaction is completed separately.** (Do not combine any checks)
- (4) Have the WIC client sign here after placing the total amount on the front of the check. Use a black ink pen. This signature must match one of the authorized signatures that appear on the WIC ID packet. If the signature does not match any of the authorized signatures on the WIC ID packet, the check cannot be accepted.
- (5) Place the combination WIC vendor identification number and date of transaction stamp in the "VENDOR NUMBER DATE USED STAMP" box. Do not handwrite the vendor number or date.

## REGULAR UTAH WIC CHECK

<p>(2) Description of food items that can be purchased</p> <p>Quantity of the item that can be purchased</p> <p>-----</p> <p>(5) Place the combination WIC vendor identification number date of transaction stamp here</p>		<p>(1) First Date to Use and Last Date to Use</p> <p>-----</p> <p>(3) Write total purchase price here (NO "\$" sign)</p> <p>-----</p> <p>(4) Have WIC client sign here, ensuring this signature matches one of the signatures on the ID Packet</p>
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# UTAH WIC PROGRAM VENDOR MANUAL

## Cash-Value Voucher Data Fields

- (1) The WIC Cash-Value Voucher is valid within the First Date to Use and the Last Date to Use
- (2) Fresh fruits and vegetables only may be purchased with the cash-value voucher. **The cash-value voucher may be redeemed up to the maximum amount printed in the description line.** (The cash-value maximum amounts will vary from \$8.00, \$10.00, or \$15.00)
- (3) The store cashier must write the total purchase price of the actual transaction amount (*The actual cost of the fruits and vegetables*) using a black ink pen only. The WIC customer is permitted to pay any difference above the maximum cash-value amount. If the customer pays the difference of any overage, **DO NOT** include the overage in the price written. Do not give cash back to the WIC customer if the difference is less than the maximum cash-value amount. Do not place a "\$" in the price. Place the total purchase price on the check prior to obtaining the authorized signature.
- (4) **DO NOT EXCEED THE MAXIMUM CASH-VALUE AMOUNT.**
- (5) Have the WIC client sign here after placing the total amount on the front of the cash-value voucher. This signature must match any of the authorized signatures that appear on the WIC ID packet. If this signature does not match any of the authorized signatures on the WIC ID packet, the cash-value voucher cannot be accepted. Use a black ink pen. The participant cannot sign before or after all WIC transactions have been completed. **Each cash-value voucher transaction is completed separately.** (Do not combine any cash-value vouchers).
- (6) Place the combination WIC vendor identification number and date stamp on the "VENDOR NUMBER DATE USED STAMP" box. Do not handwrite the vendor number or date.

## UTAH WIC PROGRAM CASH VALUE VOUCHER

(4) **DO NOT exceed the maximum cash-value voucher amount**

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(2) **ONLY fresh fruit & vegetables that can be purchased**

**WIC**  
UTAH WOMEN, INFANTS & CHILDREN

**UTAH WIC PROGRAM**  
UTAH DEPARTMENT OF HEALTH  
DIVISION OF FAMILY HEALTH & PREPAREDNESS  
BOX 141013 • SALT LAKE CITY, UTAH 84114-1013

VOID IF VENDOR DOES NOT HAVE A VALID UTAH WIC VENDOR AGREEMENT  
THIS DOCUMENT HAS A MICROPRINTY BORDER AND A WATERMARK. ABSENCE OF THESE WILL INDICATE A COPY.

Clinic ID: 33-23251 Name: Sally Sample  
\*\*\*\* MAXIMUM VALUE \$10.00 \*\*\*\*

FRESH FRUITS & VEGETABLES ONLY - INVALID FOR MORE THAN MAXIMUM VALUE

This participant's certification ends on 02/28/2023.

RETAILER: NOT VALID MORE THAN 60 DAYS FROM FIRST DAY TO USE. Payable through Solutran, Citizens Mutual Bank, Howard Lusk, MPH BBAF

75-1248  
919

Acct #: 805319

**68688457**  
First Date to Use: 4/1/2014  
Last Date to Use: 4/30/2014

**9900088**

FID: 542081

PAY TO

PAY EXACTLY

VENDOR NUMBER / DATE USED STAMP

**X**

ENDORSEE / PROXY SIGNATURE

⑈ 68688457⑈ ⑆ 091912482⑆ 805319⑈

(1) First Date to Use and Last Date to Use

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(3) Write total purchase price here (NO "\$" sign)


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(6) Place the combination WIC vendor identification number date of transaction stamp here

(5) Have WIC client sign here, ensuring this signature matches one of the signatures on the ID Packet

# UTAH WIC PROGRAM VENDOR MANUAL

## Utah WIC Program ID Packet



UTAH | WOMEN, INFANTS & CHILDREN

**THIS ID PACKET MUST BE PRESENTED TO  
RECEIVE AND REDEEM WIC CHECKS**

Endorser Name(s):  
\_\_\_\_\_  
\_\_\_\_\_

Family ID # \_\_\_\_\_

Participant Names:

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

**SIGNATURE ON WIC CHECKS MUST  
MATCH ONE OF THE SIGNATURES BELOW:**

X \_\_\_\_\_  
Endorser Signature

X \_\_\_\_\_  
Alternate Endorser Signature

X \_\_\_\_\_  
Proxy #1 Signature

X \_\_\_\_\_  
Proxy #2 Signature

**TREAT YOUR WIC CHECKS LIKE CASH**  
Protect them from being lost, stolen or destroyed

The WIC ID Packet is provided to the participant at the time of certification at their local clinic. The clinic goes through all the steps of verifying identification upon certification; therefore, you do not have to request additional identification from the participant. The endorser name(s) are the names of the people who are authorized to sign the check. The Family ID# is unique to the family holding the packet. Each participant on the program in that family is listed. These are the names of the people that should be using the food being purchased. Below that are the signature(s) cashiers need to verify against the check.

If any ID Packets or checks are left at your store, please return them to the clinic address which is stamped on the back of the WIC ID Packet as soon as possible.



# UTAH WIC PROGRAM VENDOR MANUAL

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## Common Transaction Problems

There are many problems that could occur during a WIC transaction at the check stand. The most common problem encountered with participants is that they may attempt to purchase unauthorized WIC food items.

Vendor Procedure –

- Politely compare the Utah WIC Authorized Food booklet with the item the participant is attempting to buy.
- Calmly instruct the participant regarding the proper item(s) that can be purchased.
- Follow store policy regarding replacement of that food item for the participant (WIC participants must be treated like any other store customer).
- If the participant refuses or becomes upset, arguing with them will not resolve the issue. Call a manager to assist. When appropriate, contact the local WIC clinic or State Agency to receive guidance. Do not be taken in by statements like "I can get this at another store" or "I got this item here before". Continue to be polite and refer them to the local WIC clinic for clarification. If, however, the participant becomes abusive, they should be reported to the State WIC agency on a business reply card and/or by calling 1-877-942-5437. Try to remember as many details about the incident as possible, this greatly aids in dealing with the WIC participant later at the clinic.

On occasion a WIC customer does not understand that their signature must appear on the WIC ID packet in order to sign a check.

Vendor Procedure –

- Instruct the unauthorized person politely that their signature must appear on the WIC ID packet in order for them to sign the check at the vendor.
- They need to return to the clinic of issuance and talk with them about being an authorized proxy.

Another common problem occurs when the WIC client attempts to redeem a WIC check before the "First Date to Use" printed on the check.

Vendor Procedure –

- The cashier must always examine the "First Date to Use" date prior to redeeming any WIC check.
- If the WIC client is trying to redeem a check before the "First Date to Use" date, the cashier should politely return the check back to the WIC client and tell them this check is not valid until the "First Date to Use Date".

On rare occasions, the cashier may make a mistake and place an inappropriate total amount on the front of the check.

# UTAH WIC PROGRAM VENDOR MANUAL

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## Vendor Procedure –

- The cashier only needs to draw a line through the incorrect amount (do not use white-out), and write in the corrected amount in the “Pay Exactly” box. No initials are necessary.
- Make sure the new amount is READABLE.
- If there is not room to make a correction, cover the incorrect amount with a white label or sticker and write the correct amount on the sticker.

## Coupons and Discounts

### Coupons

WIC customers may choose to use manufacturer and store coupons. The WIC vendor is not permitted to deny the use of in-store or manufacturer’s coupons when using WIC checks.

In accordance to the Utah State Tax Commission administrative rule R865-19S-68(D), qualifying WIC purchases are exempt, whether or not a manufacturer's coupon is used and no sales tax is due on the purchase or on the subsequent receipt by the retailer of reimbursement from the manufacturer coupon.

Coupons can be accepted that offer a few free ounces of a WIC-eligible food in a larger container for the same price; or coupons that allow the client can get a free item when purchasing one item at regular price. Please note the additional quantity is not counted against the total quantity listed on the check.

WIC clients may also benefit from “cents off” coupons for WIC foods and coupons that offer free additional non-WIC items with the purchase of a specific WIC food. In accordance with the WIC redemption policy, the credit from the "cents-off" coupons must be deducted from the total amount on the WIC check and not be given to the WIC participant.

### Loyalty Cards

Grocery loyalty cards can be utilized with WIC transactions as long as the amount of discount is subtracted from the total purchase price and no money is given to the WIC customer.

### WIC Food Commodities on Sale

If a WIC eligible food commodity is on sale, the vendor must allow the purchase of that food commodity at the sale price.

### Promotions and Incentives

Vendors may not offer incentive items solely to WIC participants in an effort to encourage participants to redeem their WIC checks at their stores. Federal WIC regulations require vendors to offer Program participants the same courtesies that are offered to non-WIC customers. Therefore, a WIC-authorized vendor may not treat WIC customers differently by offering incentive items that are not offered to non-WIC customers.

# UTAH WIC PROGRAM VENDOR MANUAL

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## Bank Redemption

### Screening of Checks

The bank screens for the following criteria and rejects the check if any of the following are determined:

- Was redeemed prior the First Date To Use or over sixty (60) days after the “First Date To Use”
- Is missing an authorized signature
- Has a missing purchase price
- Is missing a vendor identification number/date used stamp
- Unauthorized vendor stamp or an unauthorized vendor
- Has any amount of handwriting as part of the vendor ID or date redeemed stamp
- Has a purchase price that exceeds the maximum estimated cost of the check or the fixed cost on the cash-value voucher. (The amount requested is greater than three standard deviations (3 SD) above the average cost of the food items on the check in accordance to the vendor’s peer group.)
- Has an altered transaction date
- Has altered food item quantities

### Missing or Unreadable Vendor Number/Date Stamp ONLY

The most common vendor error is that the vendor forgets to imprint the front of the check with the Utah WIC authorized vendor identification number/date of transaction (used) stamp and the check is returned by the bank.

If the check was rejected because of a missing or unreadable vendor identification number or date stamp only, the vendor may stamp the front with the vendor identification number/date of transaction stamp, and resubmit the check to the bank without submitting it to the State Agency for validation. No other exceptions are allowed. Cover any unreadable stamps with a white sticker or label prior to re-stamping.

The State WIC Agency does keep track of the number of WIC checks initially rejected by the bank because of missing vendor stamps. An excessive number of rejected WIC checks because of missing a vendor stamp may result in the vendor being warned or assigned State Agency violation points.

# UTAH WIC PROGRAM VENDOR MANUAL

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## Non-payable Checks

Checks cannot be paid by the bank nor validated by the state for payment with the following errors:

- Checks missing the authorized signature,
- the authorized signature is placed out of the signature box,
- redeemed prior to the First Date to Use,
- redeemed after the Last Date to Use,
- missing the total amount,
- double stamped (two vendor ID numbers or two dates)
- Altered checks
- Incorrect items were sold
- Deposited to the bank after 60 days from the first date to use

## Procedure for Validation of Rejected Checks

Checks redeemed for an amount higher than the maximum estimated cost can be reviewed by the state for possible validation.

The maximum allowable amount a vendor can be reimbursed for any check is based on their peer group and the maximum estimated cost of the check sent to the bank as a pay/no pay limit. The maximum allowable reimbursement amount of any check will not exceed three standard deviations of the average cost of any specific food item in accordance to the assigned peer group of the vendor. The bank will reject all checks redeemed by a vendor that exceed the calculated maximum reimbursable amount for their associated peer group.

The vendor may mail legal copies of checks to the State WIC Agency that are rejected by the bank in which the vendor wishes consideration for payment (validation).

When the vendor submits a check for validation, the check MUST have the Vendor Identification/Date Redeemed Stamp imprinted on the front. The vendor must submit a copy of the transaction along with the legal copy of the check to the Utah WIC program. A copy of the transaction receipt may include: a printed copy of the original transaction receipt (from the electronic file); a photocopy of the original receipt; or other information from the original transaction that actually identifies what food items were purchased. Submitting just a list of the food items on the check with prices does not identify what was actually purchased and cannot be accepted as appropriate documentation. Mail the LEGAL COPY of the check and copy of the transaction to:

# UTAH WIC PROGRAM VENDOR MANUAL

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**Utah WIC Program  
WIC Vendor Management Coordinator  
PO Box 141013  
Salt Lake City, Utah 84114-1013**

The State Agency will evaluate the check for all valid redemption criteria. The Utah WIC program cannot reimburse a WIC vendor for any part of a redemption for any unauthorized foods (including brand names where a store brand/private label is required), and/or an unidentifiable food item, and/or for a different food item, and/or for a different size of a food item than that was printed on the face of the check or authorized for a cash-value voucher. If the vendor does not produce acceptable documentation of the actual items that were purchased, the State Agency will not validate the check.

The vendor is encouraged to keep a photocopy of the check sent to the State Agency in case it becomes lost in the mail.

Submission of checks received by the State Agency after sixty (60) days from the "First Date to Use" cannot be validated or paid, and the check is considered void.

Unauthorized vendors attempting to redeem Utah WIC checks will not be paid.

It is the State Agency's responsibility to resolve any check problem(s) and/or validate for payment any check for the prescribed WIC foods. The local WIC agency is not allowed to handle validation of a rejected WIC check.

If the check can be validated, the State Agency will place an official stamp over the signature line and mail the check back to the vendor for redeposit.

The State Agency may adjust the total purchase price on checks submitted by the vendor for payment to ensure compliance with the price limitations applicable to that vendor.

The vendor cannot amend, adjust, correct, blot out, or make any markings over or conceal any validations or adjustment documentation (written or stamped) made by the State Agency on the original WIC check or on any electronic copies of the WIC check. Reimbursements may be requested and/or State Agency violation points or sanctions may be given if the vendor is found to have altered any State Agency validations, adjustments, or documentations.

## **Redemption of Validated Checks**

Although the Utah WIC Program does allow rejected WIC checks to be validated, the federal funds needed to allow the rejected checks to clear at a later date must be paid within sixty (60) days from the "First Date to Use." Federal Regulations and State Policy do not allow payment of WIC checks in a different Federal Fiscal year budget from what the checks were issued.

Make Inquires within sixty (60) days of the "First Date to Use". Submission of checks or inquiries of checks not received by the State Agency after sixty (60) days from the "First Date to Use" date cannot be paid or validated and the check is considered void. The check may have been initially presented to the bank in an appropriate timeframe, however, the vendor must have the

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check validated by the State WIC Agency (or vendor stamp corrected) within the 60 days from the first date to use. There is sufficient time to resolve inquires, correct any problems, or submit the check within the sixty (60) day timeframe.

If the vendor feels that there have been banking errors/delays beyond their control that did not allow the check to be sent to the State WIC office within the timeframes for validation, then the vendor needs to provide a written statement to the State WIC Office outlining the details of the problem. Other than banking errors/delay, all WIC checks submitted greater than sixty (60) days from the “First Date to Use” cannot be validated for payment.

## **Delay of Payment or Establishment of a Claim**

When the State agency determines the vendor has committed a vendor violation that affects the payment to the vendor, the State agency may delay payment or establish a claim in the amount of the full purchase price of each check that contained the vendor overcharge or other error.

Intentionally or unintentionally charging the State agency more for authorized WIC food items than is permitted under the vendor agreement is not allowed. For sanctions to be assessed against a vendor, overcharging must be established by a pattern of redemptions.

## **Banking Charges**

The WIC Program is not responsible for bank charges on returned checks unless there is evidence that the State Agency provided incorrect information to the bank.

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## Vendor Monitoring

### High Risk Vendors

A vendor who is identified as having a higher probability of committing a vendor violation through application of the criteria established in Federal regulation 7 CFR 246.12 and any additional criteria established by the State agency is considered a high risk vendor. Vendor monitoring is conducted frequently on high-risk vendors.

### Routine Monitoring

The State Agency selects a representative sample of WIC Vendors to be monitored each year. A routine monitoring visit does not mean that the vendor is considered high risk. All vendors are monitored occasionally.

State or local health department vendor coordinators will set up vendor monitoring visits with store management when required. During the monitoring visit WIC staff will check pricing on WIC authorized food items and ensure that adequate stock is available according to the food inventory stocking requirements in the Vendor Agreement. WIC staff may have a few questions to discuss with management. Oftentimes the vendor monitoring visit is also a good time to provide training to store staff.

### Compliance Purchase System

The Utah State Agency's compliance purchase system is designed for covert verification and documentation of WIC Program abuses committed by authorized WIC vendors in order that appropriate State Agency violation points or sanctions may be imposed. A compliance purchase is defined as two negative or three positive purchases with WIC checks using an investigative individual posing as a WIC participant in order to verify and document WIC Program abuse or fraud. The investigative agent (posing as a WIC participant) will attempt to obtain evidence that the vendor will allow a WIC Program violation or fraud to be committed at that specific vendor location.

The Utah WIC Program will conduct compliance purchases on a minimum of five percent (5%) of the total WIC vendors authorized at the beginning of the Federal Fiscal Year.

If the number of vendors identified through high risk does not meet the required five percent (5%), then vendors may be selected at random.

All food items obtained during compliance purchases will be photographed by the investigative agency and then donated to a non-profit agency.

At the completion of each compliance purchase, the investigative agency will complete the Report of Utah WIC Investigation five (5) form documents. These forms will document date, description of cashier, varieties and quantities of items, current prices and price actually charged for each item.

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## **Educational Purchase System**

The Utah State Agency's educational purchase system is designed for the determination of WIC Program abuse committed by authorized WIC vendors in order that appropriate training can be conducted to correct the discrepancies found. An educational purchase is defined as one or more purchases with WIC checks using an individual posing as a WIC participant in order to determine any WIC Program abuse. The investigative agent (posing as a WIC participant) will attempt to obtain evidence that the vendor will allow a WIC Program violation committed at that specific vendor location. Vendors are selected for educational purchases investigation based on requests by store managers or directors who wish to verify compliance of WIC redemption procedures or recommendations by the State or local WIC agency to a specific vendor for training purposes.

Unlike the compliance purchase system, the vendor is informed that the purchase will take place in their store and may have requested the educational purchase for training purposes.

A State or local agency vendor coordinator will be present in the store or in the parking lot (if the representative feels their presence will distract from the purchase) while the educational purchase is being conducted. Immediately after the purchase is completed the vendor coordinator will discuss the results with the investigator. The vendor coordinator will contact the store manager or director and discuss the results and provide training as appropriate

The State agency will require training in any of the discrepancy areas found.

## **Inventory Audits**

An inventory audit is a comparison of the quantity of WIC food items from the beginning of a month with the quantity of WIC food items at the end of the month, minus sales receipts to non-WIC customers and redeemed WIC checks during that same period. If the comparison demonstrates that a vendor's redemptions exceeded the amount of WIC food items available for sale, the vendor may have committed WIC program fraud.



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## Vendor Training

Vendor training is provided to vendors through training modules and manuals; videos; web based applications and on-site visits by State or local health department WIC vendor coordinators.

The vendor/corporate offices should use Utah WIC training materials supplied by the Utah State Agency. The vendor or corporate offices are not permitted to edit or change any WIC training material supplied by the State Agency.

Vendor training is directed to prevent errors and violations and to improve program service. Vendor training is also designed to be consistent statewide. Required vendor education is to be conducted for the following reasons:

- Annual training requirement
- Interactive (face to face) training at least every three (3) years
- New hire cashier training
- Vendor is newly authorized (initial training)
- Vendor has accumulated ten (10) or more State Agency violation points
- Any non-compliance with the Utah WIC Vendor Agreement
- Vendor requests additional training

The SNAP (Food Stamp Program) and the WIC Program have no legal obligation to provide vendor training materials in multiple languages. The WIC Program holds the retailer responsible for providing or bringing an interpreter for required training sessions as necessary.

## Required Annual Training

Near the beginning of each calendar year, annual vendor training will be provided by the State Agency through a self-paced Training Module for Cashiers with a post-test for all employees involved in WIC transactions and those who supervise them. Store management and supervisory personnel should review the Vendor Manual (this manual) as part of the annual training and take the cashier post-test. In addition, there is a brief Manual for Bookkeeping and Cash Office Staff for them to review.

Reviewing the current Utah WIC Authorized Food booklet should always be a part of WIC training. Watching the WIC Vendor Training Video annually is also a helpful tool to refresh staff on WIC policy and procedures.

The vendor is accountable to ensure all employees who handle WIC transactions are trained on WIC redemption procedures.

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Printed training materials are provided to stores at initial authorization and when there are significant updates made. Additional copies of printed materials can be obtained by contacting the State WIC Office. Current training materials are always available online on the Utah WIC website at: <http://www.health.utah.gov/wic/vendors.php>

Upon completion of the annual required training at the store, the post-tests must be submitted to the State WIC Office for scoring. Those employees who do not meet a minimum passing score of 75% must repeat the training.

The State agency will ensure that the Annual Training Requirement is completed for all Utah WIC authorized vendors. Stores that fail to complete this training within the deadline specified in the memo may be subject to State Agency violation points and any related sanctions.

## Required Interactive Training

Interactive training is provided by WIC staff at least once every three (3) years during the vendor agreement period. It must be in a format that includes a contemporaneous opportunity for questions and answers.

The State or local agency WIC staff will coordinate the date, time, and location of the interactive training with the vendor. This training is required for all employees who handle WIC transactions. The State or local agency will accommodate the vendor's schedule when setting up this training. The State or local agency cannot require the store to have employees attend a single session. WIC staff can arrange with the vendor to have the training be repeated over two sessions. The State or local agency must provide vendors with at least one alternative date on which to attend interactive training at a mutually agreeable time between the vendor and representative. In addition, the vendor will be allowed to train those employees that were ill, on vacation or could not be available for the on-site training.

At the sole discretion of the State, corporate "train-the-trainer" style interactive training may be provided.

WIC interactive training sessions should take approximately 90 minutes and typically involve watching the WIC video and WIC staff making a presentation with an opportunity for questions and answers. Providing a meeting room where the presentation can be projected on a wall or screen is most helpful.

At a minimum, training will be provided in the following areas:

1. The purpose of the Program;
2. The supplemental foods authorized by the State agency;
3. The minimum varieties and quantities of authorized supplemental foods that must be stocked by the vendors;
4. The requirement that vendors obtain infant formula only from sources included on a list provided by the State Agency
5. The procedures for transacting and redeeming checks;

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6. The State Agency vendor violation points and sanctions system;
7. The vendor complaint process;
8. The claims procedures;
9. The State Agency's policies and procedures regarding the use of incentive items;
10. Any changes to program requirements since the last training.

## **New Hire Cashier Training**

All newly hired cashiers should be trained prior to attempting to conduct WIC transactions. It is often found that newly hired cashiers and bookkeepers make the majority of mistakes. It is recommended that vendors incorporate the WIC Vendor Training Video and the Training Module for Cashiers into the training process for new hires. The Cashier Training Test can be given to trainees after completing WIC training. This test does not need to be submitted to the State Office for scoring for new hire training only.

Bookkeepers should be trained not only on the cashier procedures but should also read the Manual for Bookkeeping and Cash Office Staff.

Management and supervisory staff should read this Vendor Manual.

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## Dealing with Customers

### Vendor Complaints

#### Reporting WIC Participant Violations

On occasion, a WIC participant might violate WIC Program requirements. All of the following actions that could occur at the store are considered participant violations:

- Redeemed a WIC check outside authorized dates
- Altered the check(s) in any way
- Intentionally utilizing false or unauthorized signatures
- Purchased unauthorized foods (foods not listed on the WIC checks) including supplemental foods in excess of those listed on the participant's check
- Verbally or physically abused or threatened abuse of vendor staff
- Exchanged a check or supplemental foods for cash, credit, or non-food items

If the vendor cannot resolve the problem by just informing the participant of the proper WIC procedures, then the vendor needs to report the incident on a Participant Complaint Business Reply Card. The Business Reply Card is provided free of charge to the vendor. Please complete the card with all relevant information. Provide as many details of the incident as possible as this will aid in the discussion with the participant at the clinic. Please include dates, times, store staff names, and products involved.

A copy of the completed Participant Complaint Business Reply Card will be sent to the applicable local WIC clinic. The local agency will discuss the alleged violation with the participant. No names of those initiating the complaint will be given to the participant. The only time this information is released is during a Fair Hearing.

Many vendors do not like reporting WIC participants because they feel they will lose a customer. However, once the vendor allows the inappropriate behavior, that behavior will likely continue at other WIC vendors as well. When in doubt, complete the Business Reply Card and return it to the State WIC Agency. Postage is not required.

### Civil Rights

The civil rights of WIC customers must be protected. Discrimination is prohibited on the basis of race, color, national origin, sex, age or disability.

Discrimination of a WIC client is a serious violation of the Utah WIC Vendor Agreement and may result in State Agency violation points, sanctions, or disqualification.

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All Civil Rights complaints are handled by the U.S. Department of Agriculture, not the Utah State WIC Office. If the vendor is found in violation of Federal Civil Rights discrimination, the vendor will be disqualified.

## **USDA Nondiscrimination Statement:**

*The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)*

*If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).*

*Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).*

*USDA is an equal opportunity provider and employer.*

## **Discourteous Treatment**

Problems with discourteous treatment of a WIC client can occur in several areas. Some of these include:

- Inappropriate verbal communication regarding the correction of a wrong food item being purchased or error in check transaction;
- Using inappropriate or foul language in front of the WIC participant; and
- Belittling or intimidating the WIC client.

Other types of discourteous treatment and/or discrimination include:

- Requiring the WIC clients to go to one specific check stand.
- Telling a WIC client, "I wish I could get free food for not working like you".
- Posting a returned WIC check in public or with a "bad check list".
- Referring to WIC clients as "welfare" people.

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- Announcing over a loud speaker system that a WIC transaction needs approval.
- Making any unwanted or un-welcomed advances to a WIC client.

In accordance with the Utah WIC Vendor Agreement, the vendor must treat the WIC customer with the same respect and offer WIC participants the same courtesies as offered to other (non-WIC) customers. If the WIC client has made a mistake, be polite in your explanation of the correct food item or policy. Contact the store manager if that is your store policy, and allow management to handle the problem.

## **Confidentiality**

The Utah WIC Program, whether it is the State WIC Office or Local WIC Clinic CANNOT give out WIC participant status or identity to a vendor. The vendor is only allowed to see the WIC ID Packet upon presentation of WIC checks for transaction. Any further requirement by the vendor during transaction is a breach of confidentiality and may be either discourteous treatment or a civil rights violation of the WIC client.

The vendor CANNOT contact the WIC participant to correct a WIC check problem or require payment from the WIC client because a WIC check has been rejected and not paid.

## **Participation Complaints**

The vendor must investigate any complaints lodged against the retailer by the participant if requested by the State Agency. This investigation will include statements of employees and/or witnesses directly or indirectly involved the incident. The retailer will provide the State Agency copies of these statements and details of the incident/investigation within thirty (30) days of the request.

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## Use of the WIC Acronym and Logo

WIC vendors are not permitted to use the WIC Acronym, logo or close facsimiles, in the name of the vendor or signage. Vendors are only allowed to display WIC signage provided by the State Agency. The vendor cannot produce their own WIC signage. Vendors cannot use the WIC Acronym or Logo or close facsimiles in any store advertising, incentives, and other promotional material. Use of the WIC acronym or logo prior to authorization in the name of the vendor, for advertising, promotional material, or incentives will cause a non-authorization status for the next ninety (90) days from the notification of the inappropriate usage.

The vendor cannot use or apply any stickers, tags, or labels that have the WIC acronym or logo onto WIC-approved products.

The State Agency restricts the use of channel strips or shelf-talkers with the WIC acronym or logo to only those preapproved by the State Agency. The State does not provide channel strips/shelf talkers, but approved versions are often available from grocery wholesalers. If the store chooses to use channel strips/shelf talkers that identify WIC items, these should be used consistently throughout the store and care should be taken to ensure they are placed on the correct product shelves. The state does not approve WIC shelf talkers/channel strips that contain any brand or company names or logos.

The State Agency has established State Agency violation points and sanctions for service mark violations.

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## Vendor Violation Points and Sanctions

The State Agency shall determine the type and level of sanctions to be applied against food vendors based upon the severity, nature and pattern of the Program violations observed, and such other factors as appropriate; for example, whether the offenses represented vendor policy or whether they represent the actions of an individual employee who did not understand the Program rules.

The State Agency does not have to provide the vendor with a warning that violations were occurring before conducting compliance purchases or imposing any State Agency violation points and sanctions described.

If a State Agency finds that a vendor has committed a violation that requires a pattern of occurrences in order to impose a sanction, the State Agency will notify the vendor of the initial violation in writing prior to documentation of another violation, unless the State Agency determines, in its discretion, on a case-by-case basis, that notifying the vendor would compromise an investigation. The State Agency may conduct another compliance buy visit after the notification of violation is received by the vendor. A notice may not be given if the investigation is covert, such as a compliance buy investigation, which involves an investigative agent posing as a WIC participant and transacting WIC checks. In such circumstances, the notice would reveal the existence of an investigation which had been previously unknown to the vendor. Notification is also not required for violations involving a vendor's redemptions exceeding its inventories, since there are no initial violations in such instances. Notification is not required for WIC vendor disqualifications or civil money penalties based on Supplemental Nutrition Assistance Program (SNAP/Food Stamp) sanctions. Neither is notification required for violations that only require one incidence before a sanction is imposed). Notification is not required if such notice could compromise covert investigations of the vendor being conducted by the Supplemental Nutrition Assistance Program (SNAP/Food Stamp), the USDA Office of the Inspector General, the police, or other authorities, as well as the WIC investigation being conducted by the State agency.

Those Mandatory Federal Sanctions identified as requiring a pattern are assigned a disqualification based on at least three (3) independent documented repeated violations during any investigation.

All State Agency sanctions require documentation of a pattern of the same violation. A pattern of violations can be based on at least three (3) independent documented violations during any compliance investigation, or at least three (3) documented independent violations obtained through objective data or other non-compliance purchase investigations. The vendor will be provided a warning letter after each of the first two violations and given a fifteen (15) day period in which to take corrective action after each warning letter.

The State agency may assign violation points based on the first finding of a State agency-established violation as long as such points do not result in a State agency sanction, i.e., a disqualification or civil monetary penalty.

When conducting inventory audits, a pattern can be established during a single review of the vendor's redemption records and depends on the magnitude of shortfalls and the period of time



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over which they occur. A pattern of violations does not need to be present when applying a permanent disqualification as outlined.

When more than one violation is detected during a single investigation, the disqualification period will be based on the most serious violation.

The State Agency may not accept voluntary withdrawal of a vendor from the WIC Program as an alternative to disqualification.

Any vendor who commits fraud or abuse of 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 (Public Law 105-336) or imprisonment for not more than five (5) 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 (1) year or both.

## **Federal Mandatory Disqualifications and Sanctions**

Mandatory disqualification periods are assigned for the following WIC violations:

### **Permanent Disqualification from the WIC Program**

- A vendor convicted of trafficking in checks 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 checks;
- Permanent Disqualification from Supplemental Nutrition Assistance Program (SNAP/Food Stamps).

### **Six (6) Year Disqualification from the WIC Program**

- One incidence of buying or selling checks for cash (trafficking); or
- One incidence of selling firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for checks.

### **Three (3) Year Disqualification from the WIC Program**

- One incidence of the sale of alcohol or alcoholic beverages or tobacco products in exchange for checks;
- A pattern of claiming reimbursement for the sale of an amount of a specific supplemental food item which exceeds the store's documented inventory of that supplemental food item for a specific period of time;
- A pattern of vendor overcharges;
- A pattern of receiving, transacting, and/or redeeming checks outside of authorized channels, including the use of an unauthorized vendor and/or an unauthorized person;

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- A pattern of charging for supplemental food not received by the participant; or
- A pattern of providing credit or non-food items, other than alcohol, alcoholic beverages, tobacco products, cash, firearms, ammunition, explosives, or controlled substances as defined in 21 U.S.C. 802, in exchange for checks.

## **One (1) Year Disqualification from the WIC Program**

- A pattern of providing unauthorized food items in exchange for checks , including charging for supplemental foods provided in excess of those listed on the check.

## **Second Mandatory Sanction**

When a vendor, who previously has been assessed a sanction for any of the mandatory sanctions listed above receives another sanction for any of these violations, the State agency must double the second sanction. Civil money penalties may only be doubled up to the limits allowed as defined by this agreement.

## **Third or Subsequent Mandatory Sanction**

When a vendor, who previously has been assessed two or more sanctions for any of the mandatory sanctions listed above receives another sanction for any of these violations, the State agency must double the third sanction and all subsequent sanctions. The State agency may not impose civil money penalties in lieu of disqualification for third or subsequent mandatory sanctions.

## **Disqualification from the Food Stamp Program**

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

## **Civil Money Penalties in Lieu of Disqualification**

The State agency may impose a civil money penalty in lieu of a permanent disqualification when it determines, in its sole discretion and documents that:

- Such action would result in inadequate participant access;
- The vendor had, at the time of the violation, an effective policy and training program in effect to prevent trafficking; and the ownership of the vendor was not aware of, did not approve of, and was not involved in the conduct of the violation. Any documented policies must have been dated in written form and the training documented prior to the violation.

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The State agency may impose a civil money penalty in lieu of a six (6) to one (1) year mandatory disqualification when it determines in its sole discretion and documents that such action would result in inadequate participant access.

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

- The amount of civil penalty shall not exceed \$10,000 for each violation
- The amount of civil penalties imposed for violations investigated as part of a single investigation may not exceed \$44,000
- If more than one violation is detected during a single investigation, a civil money penalty must be imposed for each violation (up to the \$11,000/\$44,000 limits)
- If a vendor does not pay, only partially pays, or fails to timely pay (includes failure to pay with an installment plan) a civil money penalty within thirty (30) days of receipt of a notification letter, the State Agency will disqualify the vendor for the length of the disqualification corresponding to the violation for which the civil money penalty was assessed.

Formula for calculation of civil money penalties: multiply average monthly redemptions by 10%; multiply result by the number of months for which the vendor would be disqualified. Civil money penalties in lieu of permanent disqualification are for \$10,000 per violation.

The State Agency may allow an installment plan to be utilized for the payment of civil money penalties provided that the installment plan is in compliance with Federal and State laws concerning the collection of interest on such debts.

## State Agency Violations and Points for Violations

State Agency violation points can be assigned for each single occurrence or a pattern of that violation as noted in the description of the violation, which is documented during any redemption analysis, monitoring visit(s), other formal visit(s) or follow-up of previous problems, inventory audits, or any other objective means.

State Agency violations will be assigned based upon at least three (3) independent documented repeated violations during any compliance investigation or objectively documented during the Vendor Agreement period. If a pattern of violations is indicated, the vendor will be provided a notification and/or warnings (or as indicated) that a violation has occurred before the assignment of violation points or sanctions. Additional investigative procedures, warnings, training and/or monitoring may be performed before the assignment of State Agency violation points or sanctions.

All State Agency warnings and violation points are cumulative and will be kept current for a period of two (2) years as long as the vendor is authorized on the Program. Warnings and violation points accrued for each violation will be dropped two (2) years after the date of the violation regardless of a renewal of a vendor agreement. The Utah WIC program will not remove

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any State agency violation points or sanctions unless it is determined by any objective means, fair hearings, and/or judiciary declarations that these points need to be removed.

Food vendors may be subject to violation points or sanctions in addition to claims for improper redemption, overcharged checks, or reimbursement for overcharges.

The State agency may impose a civil money penalty (CMP) in lieu of a State Agency disqualification. The Civil Money calculation and collection will be the same as stated under the mandatory disqualifications and sanctions.

If the vendor is assigned or accumulates greater than five (5) violation points in any two-year period, the vendor will be required to submit a corrective action plan outlining the steps that will be taken to address the violations that were documented.

## **The following violations are assigned the specific State Agency violation points listed after the violation:**

1. Failure to attend or complete mandatory training sessions as outlined in the WIC Vendor Agreement after one mutual opportunity to reschedule- **15**
2. A finding of Civil Rights discrimination against a WIC participant as determined by the Office of Adjudication and Compliance and/or failure to serve a WIC Client without a justified judicial or legal basis- **15**
3. Failure to provide purchase invoices from the wholesaler and/or other points of purchase, and/or inventory records and/or documentation of sales data during monitoring visits or when requested to do so by the State Agency- **10**
4. Providing infant formula that was not purchased from the State Agency approved wholesalers, distributors, and/or retailers or through infant formula manufacturers registered with the Food and Drug Administration that provide infant formula- **10**
5. Failure to maintain adequate inventory of WIC foods in accordance to the peer group of Vendor identified during three compliance purchases or per finding during any monitoring or any store on-site visits after being given one opportunity to correct the inadequacy- **8**
6. Knowingly requesting or providing cash, credit, or non-food items in the exchange of WIC checks or knowingly providing cash, credit, or non-food items in substitution of WIC food items in lieu of or exchange of WIC food items returned to the store purchased with WIC checks- **8**
7. Failure to reimburse/refund the State Agency for an overcharge after a thirty day notification- **8**
8. Failure to provide and document training to all employees who handle WIC transactions or failure to allow monitoring or training of the vendor by WIC representatives or failure to submit a corrective action plan- **8**
9. Failure to provide checks for review when requested during monitoring of the vendor- **8**

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10. Charging a price for any WIC eligible food item which has exceeded the average cost plus three standard deviations of the same WIC eligible food item in other WIC authorized vendors in the same peer group- **8**
11. Requiring cash to be paid in whole or part to redeem checks- **8**
12. Charging sales tax on WIC food items- **8**
13. Using the WIC acronym or logo, service mark, or close facsimiles in the name of the vendor, for any advertising, promotional material, and incentives. Using tags or labels with the WIC acronym or logo, service mark, or close facsimiles on WIC-approved products. Using channel strips or shelf-talkers with the WIC acronym or logo, service mark, or close facsimiles without State Agency approval- **8**
14. The vendor intentionally amended, adjusted, corrected, blotted out, or made markings over or concealed any validations or adjustment documentation (written or stamped) made by the State Agency on the original WIC check or on any electronic copies of the WIC check- **8**
15. The vendor provided incentives or promotions inconsistent with the provisions in the Utah WIC Vendor Agreement- **8**
16. Knowingly entering false information or altering information on the WIC check- **8**
17. Verifiable discourteous treatment of a WIC participant or a pattern of allegations of such treatment- **5**
18. Limiting the number of checks that could be redeemed at the authorized vendor- **5**
19. Contacting WIC participants to correct discrepancies as a result of non-payment or in an attempt to recover funds for checks not paid by the State Agency or those checks where refunds were requested for overcharge- **5**
20. Failure to ask for the Utah WIC ID Packet at the time of transaction to verify signatures on the face of the check with the Utah WIC ID Packet verified through objective evidence such as compliance purchases- **5**
21. The vendor provided unauthorized food items, food items not described on the check, non-food items, cash, or credit (including rain checks) in exchange for checks- **5**
22. The vendor attempted to redeem a WIC check in which the dates or the quantities/sizes of WIC prescribed foods or signatures have been altered and/or additional items have been typed or written on the front- **3**
23. Prices not clearly marked on food items or shelf- **3**
24. Failure to provide current prices on WIC food commodities during monitoring visits or when requested to do so by the State Agency- **3**

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25. Stocking or selling out of date and/or inconsumable WIC food commodities to WIC participants. This will include any WIC product that has a specific expiration date, sell by, best if sold by or similar wording with a date printed on the container- **3**
26. Duplication or using an unauthorized, lost, or stolen stamp- **3**
27. Redemption of brand name food items when a store brand/private label is identified on the Utah WIC Authorized Food booklet- **3**
28. Non-matching date used stamp against actual date transacted if imprinted on the back of the check or verified by another method- **3**
29. A pattern of three or more attempted redemptions of a WIC checks not in accordance with the redemption procedures within any calendar month and greater than or equal to 1% of all WIC checks redeemed or attempted to be redeemed by the vendor being rejected for any reason within the calendar month. (inappropriate redemption: accepted outside of authorized dates; date on check does not match redemption date on back; missing authorized signature; missing total amount; accepted above the maximum allowable reimbursement amount or above the fixed maximum value [cash-value vouchers]) as outlined in the WIC vendor agreement and WIC vendor training materials within any calendar month- **2**
30. Submitting WIC checks for redemption missing the vendor identification stamp equal to or greater than ten (10) WIC checks within any calendar month and greater than or equal to 1% of all WIC checks redeemed by the vendor being rejected for any reason within the calendar month- **2**
31. Failure to accept a certified letter or leave a certified letter unclaimed from the State WIC Agency- **2**
32. Asking the WIC participant to place the authorized signature on the front of the check(s) before or after all WIC transactions have been completed- **2**
33. Requesting a WIC participant to produce any additional forms of ID other than the WIC ID packet when redeeming WIC checks- **2**
34. Failure to report a lost or stolen stamp within two (2) working days- **2**
35. Failure to allow an authorized Utah WIC food item to be purchased- **2**
36. Any failure to comply with the Utah WIC Vendor Agreement as stated in the Vendor Responsibilities or any failure to comply with the redemption procedures not otherwise noted- **2**

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## Sanctions for Violations

State Agency violation points and sanctions are commensurate with the number of points accumulated for one or more of these violations in any combination:

**5 - 9 points** = Initial or follow-up warning letter with required corrective action plan.

**10 - 14 points** = Follow-up warning letter with required training.

**15 - 17 points** = State Agency Sanctions - 3 month disqualification or CMP

**18 - 19 points** = State Agency Sanctions - 6 month disqualification or CMP

**20 or > points** = State Agency Sanctions - 1 year disqualification or CMP

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

All vendors with 10-14 points will be required to receive training by the State or Local Agency on the violation(s) in question within thirty (30) days of the notice of awarding the State Agency violation points.

The Utah WIC Program shall provide the appropriate FNS (Food and Nutrition Service) Supplemental Nutrition Assistance Program (SNAP/Food Stamp) office with a copy of the notice of administrative action and information on vendors it has either imposed a civil money penalty in lieu of disqualification or disqualified from the WIC Program based in whole or in part of any act which constitutes a violation of that program's regulation.

All vendors participating in the Utah WIC Program have the right to a Fair Hearing when any adverse action (i.e. sanctions, denial of payment, disqualification or denial of application) could affect the vendor's participation in the WIC Program. Expiration of a contract or agreement with a food vendor is not subject to appeal. Requests for a Fair Hearing must be made within thirty (30) days from the date of the notice of adverse action. Direct all requests for a Fair Hearing to the State WIC Office.

Referral to law enforcement authorities: When appropriate, the State must refer vendors who violate program requirements to Federal, State, or local authorities for prosecution under applicable statutes.

## WIC Vendor Administrative Review

If the State Agency takes any adverse action against you, you have the right to ask for an Administrative Review.

You may wish to contact a legal service office or obtain legal assistance. They can help you decide if you should ask for a meeting or a hearing. You may bring an attorney or any other person with you to the Administrative Review.

If you want an Administrative Review, please contact:

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Utah WIC Program  
Vendor Management Coordinator  
PO Box 141013  
Salt Lake City, Utah 84114-1013  
801-538-6960

If you do ask for an Administrative Review, be aware that you have certain rights. These are:

1. The right to appeal the State's decision to sanction your store. You may make this request verbally or in writing. You must make this request within thirty (30) calendar days from the effective date of the sanction.
2. The Administrative Review will be held within three (3) weeks from the date of receipt of the request. At least ten (10) days advance notice will be given to the individual/vendor, specifying the time and place of the hearing. Appealing adverse action and its process does not relieve the vendor from responsibility of continuing compliance with their terms of the agreement with the Utah WIC Program.
3. The right to receive advance notice of the time and place of the Hearing.
4. The right to present your case. This includes the right to one opportunity to reschedule your hearing upon making a written request. This request must be received by the Hearing Officer before the originally scheduled Hearing.
5. The right to confront and cross-examine any witnesses. Where WIC vendors are disqualified based on a Supplemental Nutrition Assistance Program (SNAP/Food Stamps) disqualification, the Supplemental Nutrition Assistance Program (SNAP/Food Stamps) investigator will not appear at a State level hearing unless subpoenaed.
6. The right to be represented by a lawyer, yourself, or anyone else that you choose.
7. The right to review any case record prior to the Hearing.
8. The right to an impartial decision maker.
9. The right to receive written notification of the decision on the appeal. You have the right to receive this decision within sixty (60) calendar days from the day you filed for the appeal.

## **Administrative Review of State Agency Actions**

Except as provided elsewhere in this section, the State agency must provide **full administrative reviews** to vendors that appeal the following adverse actions:

- denial of authorization based on the vendor selection criteria for competitive price or for minimum variety and quantity of authorized supplemental foods or on a determination that the vendor is attempting to circumvent a sanction;
- termination of an agreement for cause;



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- disqualification; and
- Imposition of a fine or a civil money penalty in lieu of disqualification.

The State agency must provide **abbreviated administrative reviews** to vendors that appeal the following adverse actions, unless the State agency decides to provide full administrative reviews for any of these types of adverse actions:

- Denial of authorization based on the vendor selection criteria for business integrity or for a current Supplemental Nutrition Assistance Program/Food Stamp Program disqualification or civil money penalty for hardship
- Denial of authorization based on the application of the vendor selection criteria for competitive price
- The application of the State agency's vendor peer group criteria and above-50-percent status determinations are subject to administrative review when the application for these criteria is the basis for adverse action (denial of authorization or termination of agreement for cause). However, the peer group and above-50-percent criteria are not subject to review, only the application of the criteria;
- 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 agency
- Termination of an agreement because of a change of ownership or location or cessation of operations
- Disqualification based on a trafficking conviction
- Disqualification based on the imposition of a Supplemental Nutrition Assistance Program/Food Stamp Program civil money penalty for hardship
- Disqualification or a civil money penalty imposed in lieu of disqualification based on a mandatory sanction imposed by another WIC State agency
- A civil money penalty imposed in lieu of disqualification based on a Supplemental Nutrition Assistance Program/Food Stamp Program disqualification
- Denial of an application based on a determination of whether an applicant vendor is currently authorized by the Supplemental Nutrition Assistance Program/Food Stamp Program; or
- Vendors who are denied authorization because the State Agency determines that they are expected to be above-50-percent vendors. State Agency shall monitor all newly-authorized vendors subsequent to authorization to assure that they have been properly designated as being or not being above-50-percent vendors. Such monitoring shall include a comparison of WIC and Supplemental Nutrition Assistance Program (SNAP/Food Stamps) redemption data and/or a review of WIC redemptions to total food sales with six (6) months from the date of authorization. At authorization, the State

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Agency shall notify vendors in writing of this assessment and the requirement to provide proper written documentation of their total food sales.

## **Actions Not Subject To Administrative Reviews**

The State agency may not provide administrative reviews to vendors that appeal the following actions:

- The validity or appropriateness of the State agency's vendor limiting or selection criteria;
- The validity or appropriateness of the State agency's vendor peer group criteria and the criteria that are used to identify vendors that are above 50% vendors;
- The validity or appropriateness of the State agency's participant access criteria and the State agency's participant access determinations;
- The State agency's determination whether a vendor had an effective policy and program in effect to prevent trafficking and that the ownership of the vendor was not aware of, did not approve of, or was not involved in the conduct of the violation;
- Denial of authorization if the State agency's vendor authorization is subject to the procurement procedures applicable to the State agency;
- The expiration of a vendor's agreement;
- Disputes regarding check payments and vendor claims
- Disqualification of a vendor as a result of disqualification from the Supplemental Nutrition Assistance Program (SNAP/Food Stamps);
- Vendors who are denied authorization because the State Agency determines that they are expected to meet the more than the 50% criterion;
- The State agency's determination to include or exclude an infant formula manufacturer, wholesaler, distributor, or retailer from the list
- 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

## **Effective Date of Adverse Actions Against Vendors**

The State agency must make denials of authorization and disqualifications imposed effective on the date of receipt of the notice of adverse action. The State agency must make all other adverse actions effective 30 days after the date of the notice of the adverse action or, in the case of an adverse action that is subject to administrative review, no later than the date the vendor receives the review decision.

## **Full Administrative Review Procedures**

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The vendor will be provided:

- Written notification of the adverse action.
- The procedures to follow to obtain a full administrative review, and the cause(s) for and the effective date of the action.
- The opportunity to appeal the adverse action within a time period specified by the State agency in its notification of adverse action.
- Adequate advance notice of the time and place of the administrative review to provide all parties involved sufficient time to prepare for the review.
- The opportunity to present its case.
- At least one opportunity to reschedule the administrative review date upon specific request. (The State agency may determine how many review dates can be scheduled, provided that a minimum of two review dates is allowed).
- The opportunity to cross-examine adverse witnesses. When necessary to protect the identity of WIC Program investigators, such examination may be conducted behind a protective screen or other device (also referred to as an "in camera" examination).
- The opportunity to be represented by counsel.
- The opportunity to examine, prior to the review, the evidence upon which the State agency's action is based.
- An impartial decision-maker, whose determination is based solely on whether the State agency has correctly applied Federal and State statutes, regulations, policies, and procedures governing the Program, according to the evidence presented at the review. The State agency may appoint a reviewing official, such as a chief hearing officer or judicial officer, to review appeal decisions to ensure that they conform to approved policies and procedures.
- Written notification of the review decision, including the basis for the decision, within 90 days from the date of receipt of a vendor's request for an administrative review, and within 60 days from the date of receipt of a local agency's request for an administrative review. (These timeframes are only administrative requirements for the State agency and do not provide a basis for overturning the State agency's adverse action if a decision is not made within the specified timeframe.)

## **Abbreviated Administrative Review Procedures**

Except when the State agency decides to provide full administrative reviews for adverse actions the State agency will provide an abbreviated administrative review of the adverse actions. The vendor will be provided with the following:

- Written notification of the adverse action.

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- The procedures to follow to obtain an abbreviated administrative review.
- The cause(s) for and the effective date of the action.
- An opportunity to provide a written response.
- A decision-maker who is someone other than the person who rendered the initial decision on the action and whose determination is based solely on whether the State agency has correctly applied Federal and State statutes, regulations, policies, and procedures governing the Program, according to the information provided to the vendor concerning the cause(s) for the adverse action and the vendor's response.
- Written notification of the review decision, including the basis for the decision, within 90 days of the date of receipt of the request for an administrative review. (This timeframe is only an administrative requirement for the State agency and does not provide a basis for overturning the State agency's adverse action if a decision is not made within the specified timeframe.)

## **Continuing Responsibilities**

Appealing an action does not relieve a local agency or a vendor that is permitted to continue program operations while its appeal is in process from the responsibility of continue compliance with the terms of any written agreement with the State agency.

## **Finality and Effective Date of Decisions**

The State agency procedures must provide that review decisions rendered under both the full and abbreviated review procedures are the final State agency action. If the adverse action under review has not already taken effect, the State agency must make the action effective on the date of receipt of the review decision by the vendor.

## **Judicial Review**

If the review decision upholds the adverse action against the vendor or local agency, the State agency must inform the vendor or local agency that it may be able to pursue judicial review of the decision.

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## e-WIC

The Utah WIC Program is in the planning phase of electronic benefits transfer (EBT) also known as “e-WIC.” When this system is ready for roll-out, the familiar WIC check will be replaced by a smart card system.

Benefits will be loaded onto a card similar to a debit card at the WIC clinic. The card will contain the WIC shopping list for the WIC client. The customer will go to the store and select her WIC items in addition to her personal purchases. At check-out, the card will be inserted into the card reader. The store’s point of sale system will be able to see what items the client is allowed to purchase with her WIC benefits. The cashier will be able to scan all of the customer’s items and those that are WIC items will automatically be charged to the smart card and the remaining items can be paid with another form of tender. The cashier will then be able to give the customer a receipt showing the remaining WIC items the customer can purchase later in the month.

Though this change will require significant planning and cooperation between the state and the grocery vendors, it will result in a system that is much easier to use and with fewer possibilities to make mistakes. We look forward to this new technology!