

**ANNUAL TRAINING FOR
CURRENTLY AUTHORIZED WIC
FREE-STANDING PHARMACIES
2022**



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Training Overview and Goals

After completing this training, pharmacy vendors will have a clear understanding of the following topics:

- Maintaining vendor status
- Vendor selection criteria
- Classification of free-standing pharmacies
- WIC-eligible nutritionals and exempt infant formula
- eWIC procedures
- Program compliance and preventing fraud
 - ✓ Monitoring, compliance investigations, violations & patterns of occurrences, claims & handling customer service issues (complaints)
- Completing required forms

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What is WIC?

- The Special Supplemental Nutrition Program for **Women, Infants and Children**
- Federally funded by the United States Department of Agriculture (USDA)
- State-administered by the NC Department of Health and Human Services
 - ✓ Community Nutrition Services Section
- WIC clinical services provided by contracted public health agencies
- NC WIC authorized vendors are contracted with the NC Department of Health and Human Services and Local WIC Agencies

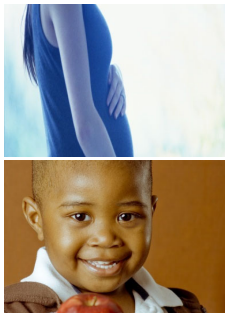
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What is eWIC?

- eWIC is the term used for EBT (Electronic Benefit Transfer) by the North Carolina WIC Program
- EBT is a method that permits access to WIC food benefits using a plastic card

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WIC Works!



- In NC, every WIC dollar spent on a pregnant woman saves multiple dollars in newborn health care costs
- Children on WIC have better diets, particularly for Vitamin C, Thiamin, Protein, Niacin and Vitamin B₆

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WIC Works!

- WIC serves over 6 million participants nationwide
- WIC also improves other health outcomes
 - ✓ Reduced likelihood of adverse birth outcomes
 - ✓ Increased breastfeeding initiation and duration

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Review: Free-standing Pharmacy Vendors

- A Free-standing Pharmacy:
 - ✓ Pharmacy that does not operate within a retail store
 - ✓ May have an individual or corporate agreement
- Definition can be found in the WIC Vendor Manual

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Free-standing Pharmacy Transactions

- May only accept eWIC benefits for exempt infant formula and WIC-eligible nutritionals
- May NOT accept eWIC benefits for other food categories including Cash-Value Benefits for fruits and vegetables

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Maintaining Vendor Status

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Annual Vendor Renewal Process

- All pharmacies must:
- Comply with program policies:
 - ✓ Meet all current selection criteria related to pharmacies
 - ✓ Follow the remainder of the vendor policies and procedures for pharmacies that are listed in the WIC Vendor Manual
 - eWIC Requirements

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Annual Vendor Renewal Process continued

- Attend annual vendor training:
 - ✓ Train all staff to properly transact eWIC only for exempt infant formula and WIC-eligible nutritionals
- Complete vendor-related forms:
 - ✓ NC WIC Information Update - (Non-Corporate contract vendors) – Pre-populated
 - ✓ eWIC Update for Non-Corporate contract vendors
 - ✓ Verification of Attendance – All vendors

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Selection Criteria

- Established by U.S. Department of Agriculture and NC WIC Program
 - 20 items:
 - Must continue to meet 18 of the 20 criteria (do not need to be SNAP authorized and do not have to maintain current shelf prices)
 - ✓ Selection criteria is listed in the vendor manual
 - ✓ SNAP is the Supplemental Nutrition Assistance Program in NC formerly known as Food Stamps

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Annual Vendor Training

- Vendors, their store manager or another authorized pharmacy representative are required to complete annual vendor training each year
- Failure to complete training by September 30th of each year will result in termination of the WIC Vendor Agreement

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Competitive Pricing and Price Limitations

- Competitive Pricing:
 - ✓ The price a vendor charges for supplemental foods compared to other vendors
- Price Limitations:
 - ✓ Ensures an applicant has and maintains competitive prices as an authorized vendor
- Peer groups:
 - ✓ Not-to-exceed (NTE) prices for each universal product code (UPC) for each WIC supplemental food and contract formula
 - ✓ Free-standing pharmacies are **not** subject to NTE guidelines

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NC Peer Group System

VENDOR PEER GROUPS			
#	STORE TYPE	LOCATION	DESCRIPTION
5	Pharmacy Convenience Store	Statewide	Free-standing pharmacy that sells a limited variety of foods
6	Mass Merchandiser and Commissary	Statewide	Retailer with a limited assortment of grocery items
7	Independent Grocery	Statewide	Retailer that sells a wide variety of merchandise but also carries groceries and has store locations in most or all states
8	Independent Grocery	Urban	Grocery store operated by US Defense Commissary on a military base
9	Independent Grocery	Non-urban	Retailer that primarily sells groceries with fewer than 11 store locations
10	Regional Grocery Chain	Urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states
11	Regional Grocery Chain	Non-urban	Retailer that primarily sells groceries with at least 11 store locations and operates in 2 or more states

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Exempt Infant Formulas & WIC-eligible Nutritionals

- Modified to meet special nutritional needs
 - ✓ Nutramigen and Pregestimil are examples of exempt formula
 - ✓ Ensure and Boost are examples of WIC-eligible nutritionals
- Shelf price can be charged for these items
 - NTEs do not apply – termed “exempt” for this reason
- Exempt infant formulas and WIC-eligible nutritionals are listed at <https://www.nutritionnc.com/wic/vendor.htm>
- Does not include contract milk-based or soy-based formulas

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Purchasing and Providing Infant Formula From a State-Approved Source

- Vendors must purchase and provide exempt infant formula and WIC-eligible nutritionals directly from a State-approved source
- Authorized pharmacies will have their WIC Vendor Agreement terminated for failure to comply with these requirements
- A list of State-approved sources can be obtained from your Local WIC Agency or found at www.nutritionnc.com/wic/vendor.htm

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Purchasing and Providing Infant Formula From a State-Approved Source continued

- Vendors **MUST** keep invoices and receipts showing dates purchased and sources of exempt infant formula and WIC-eligible nutritionals
 - ✓ Must detail the name of the seller and be prepared entirely by the seller or on the seller's business letterhead; the date of purchase and the date the authorized vendor received the WIC supplemental food at the store if different from the date of purchase; and a description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity.
- Authorized pharmacies may only accept eWIC benefits for exempt infant formula and WIC-eligible nutritionals

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Contract Formulas

These formulas **CANNOT** be provided to WIC customers by Free-standing Pharmacies:

- Milk-based and soy-based formulas
- **Gerber Good Start Gentle®**
 - 12.7 oz. Powder
 - 8.1 oz. Concentrate (GentlePro)
 - 33.8 oz. Ready To Feed (4 pack of 8.45 oz containers) (GentlePro)
- **Gerber Good Start Soy®**
 - 12.9 oz. Powder
 - 8.1 oz. Concentrate
 - 33.8 oz. Ready To Feed (4 pack of 8.45 oz containers)
- **Gerber Good Start SoothePro®**
 - 12.4 oz cans Powder

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Only Provide Item(s) Issued to Customer

- Free-standing pharmacy vendors must provide only the brand, size, quantity and type of exempt infant formula or WIC-eligible nutritional issued to the WIC customer
- Can run a balance inquiry using participant's eWIC card to verify the type of exempt infant formula or WIC-eligible nutritional issued to the customer

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What about exchanges?



- Identical items only when:
 - Defective
 - Spoiled or
 - Has exceeded its "best if used by" or "sell by" date on the date of purchase

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eWIC Requirements

- Process eWIC transactions accurately, in a timely manner, and in accordance with the terms of the North Carolina WIC Vendor Agreement. Maintain compliance with the eWIC Processor Vendor Agreement, the FNS EBT operating rules, standards and technical requirements, WIC Program Rules, State and Federal regulations and statutes
- Maintain a certified eWIC system that is available for WIC redemption processing during all hours the store is open

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eWIC Requirements continued

- Should a vendor that uses stand-beside device(s) to transact eWIC decide to upgrade to an integrated system, the vendor must:
 - ✓ Inform the eWIC processor before making **any** change, so that it can be determined if the system needs to be certified and testing can be performed to establish connectivity
 - ✓ Inform the State WIC Agency so that Level III certification testing can be performed prior to use of the system in the store
- Testing performed with the eWIC processor for a new system that a vendor chooses to use does not supersede the Level III certification testing that must be performed by the State WIC Agency
- These procedures also apply to vendors who alter the integrated system that they currently use or decide to use a different integrated system altogether

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eWIC Requirements continued

- **The State WIC Agency, not the eWIC processor, must grant final approval before a new system or system that has been altered is used by a vendor**
- Vendors must inform the State WIC Agency if their integrated cash register system will be altered or revised in any manner that impacts eWIC redemption. This is a requirement detailed in the Terms of Vendor Agreement. Failure to do so may result in the termination of their WIC Vendor Agreement

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eWIC Requirements continued

Integrated Vendors:

There is no longer a need for WIC customers to separate their items when transacting WIC benefits. Do not make them separate their WIC items from non-WIC items. All items can be rung up together; however, the WIC customer must swipe their eWIC card **first** before any other tender type is applied to ensure that the proper items are deducted from the WIC customer's benefit balance before another tender type is used for purchase.

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EWIC PAYMENTS THROUGH THE BANKING SYSTEM

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Automated Clearing House (ACH)

Vendors will receive payment for all eWIC transactions processed in their store through an Automated Clearinghouse (ACH) system in which payments are directly deposited into their bank account

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Changes in Vendor Bank Accounts



- Vendors (with stand-beside devices because Solutran pays them directly) must submit their most current banking information to the eWIC contractor, Solutran, (or third-party processor) to ensure payment for eWIC transactions.
- Current vendors (with stand-beside devices because Solutran pays them directly) must contact the eWIC contractor with any changes in a vendor's bank account.

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Questions?

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Program Compliance and Fraud Prevention



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Vendor Compliance

- It is important to continue to follow policies and procedures to maintain authorization
- Federal regulations provide process to support program integrity
- Review your Vendor Manual for more detailed information regarding federally and state mandated WIC Vendor policies and procedures

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Business Integrity Standards

- May not have any owners, officers or managers who have been convicted of or had a civil judgment entered against them in the last six years for any activity indicating a lack of business integrity
- Includes, but is not limited to fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, making false claims, and obstruction of justice

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Violations and Sanctions



- A violation is an infraction of WIC Program regulations or other requirements
- A sanction is an administrative action taken as a result of a pattern of violations and may include:
 - ✓ Disqualification or civil money penalty in lieu of disqualification

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Violations

Any intentional or unintentional action of a vendor's owners, officers, managers, agents or employees, **with or without knowledge of management**, that violates the WIC Vendor Agreement or federal or state statutes, regulations, policies or procedures governing the program

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Types of Violations

- Federal violations for which vendors are subject to disqualification:
 - ✓ Federal violations; carry longest disqualification periods
 - ✓ Found through compliance buys and inventory audits
- State violations for which vendors are subject to disqualification:
 - ✓ Usually found during compliance buys and Local WIC Agency monitoring

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Pattern of Occurrences

- The nature of the violation and the number of violations determine the sanction imposed
- Sanctions remain on a vendor's record for 12 months or until a vendor is disqualified
- A pattern of occurrences for the same violation may result in disqualification
- The number of occurrences needed to establish a pattern depends on the violation

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Patterns of Violations that Lead to Disqualification

- Three occurrences within a 12-month period of stocking exempt infant formula or WIC-eligible nutritionals outside of the manufacturer's expiration date
- Three occurrences within a 12-month period of failure to make EBT point of sale equipment accessible to WIC customers

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Preventing Fraud and Ensuring Compliance

- State WIC Agency must investigate at least 5% of vendors annually using:
 1. Compliance (undercover) buys
 2. Inventory audits
- Must also ensure that vendors are monitored by Local WIC Agency staff



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Compliance Investigations

- State WIC Agency is required to identify and investigate high-risk vendors
- NC sometimes works with the U.S. Office of Inspector General to conduct investigations

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Compliance Buys



- Undercover purchases by a compliance investigator
- May make multiple visits over one year
- Vendors receive a letter from the State WIC Agency if problems are noted

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Vendor Overcharging

- Intentionally or unintentionally charging more for exempt infant formula or WIC-eligible nutritionals to a WIC customer than a non-WIC customer;
- Charging more than the current shelf price for exempt infant formula or WIC-eligible nutritionals provided to a WIC customer
- Overcharging is a serious federal violation that can lead to vendor disqualification
- This violation is uncovered during compliance buys

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Overcharging?

- A vendor charges the WIC customer \$10.69 for Nutramigen ready-to-feed. The current shelf price is \$9.50. Is this vendor overcharging?
 - Answer: Yes, because the vendor charged more than the current shelf price for exempt infant formula provided to the WIC customer.

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Overcharging?

- A vendor charges a WIC customer \$6.50 for WIC approved exempt infant formula. \$7.50 is the current shelf price. Is this vendor overcharging?
 - Answer: No, because their current shelf price is \$7.50, and the vendor did not charge the WIC customer more than the current shelf price.

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Food Substitution

- Per the Vendor Agreement:
 - ✓ Vendors must provide to the WIC customer only the approved supplemental foods, fruit, and vegetables contained in the authorized product list (APL) after it has been determined that the WIC customer has an available balance for the item on the date of the transaction
- Vendors cannot substitute one food subcategory in place of another or a food item that is not WIC approved in place of a WIC-approved supplemental food.
 - ✓ Federal violation that carries 1-year disqualification
 - **Example:** Substituting Pediasure for Ensure or Cereal for Ensure

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Use of Scanning Sheets Prohibited

- Vendors cannot use a collection of UPC barcodes on scanning sheets, cash registers, computers, tablets, cell phones or any other similar electronic devices to transact eWIC
- Failure to comply with this policy could result in termination of your WIC Vendor Agreement



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Inventory Audits

- A vendor must make available at any reasonable time and place ALL:
 - Program-related records: invoices, purchase orders, various tax and business records
- MUST be retained 3 years or until audit pertaining to these records is resolved, whichever is later



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Purchase Documentation Requirement

- Specific requirements for purchase documentation of WIC supplemental foods
- Invoices, receipts, purchase orders, and any other proofs of purchase for WIC supplemental foods must include the following:
 - ✓ The name of the seller and be prepared entirely by the seller or on the seller's business letterhead;
 - ✓ The date of purchase and the date the authorized vendor received the WIC supplemental food at the store if this date is different;
 - ✓ A description of each WIC supplemental food item purchased, including brand name, unit size, type or form, and quantity

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Violations Detected During An Inventory Audit




- 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 six or more days within the 60-day period. The six or more days do not have to be consecutive
- Inability to provide records or providing false records is also a violation

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Vendor Claims

-  Overpayment to a vendor as determined by an inventory audit or compliance buy investigation requires repayment to the WIC Program
-  The State WIC Agency assesses a claim against the vendor in the amount of the overpayment
-  Vendors can request a conference to review the claim, but this action cannot be appealed

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Claims Assessed for Vendor Violations

- If a vendor is assessed a claim, the vendor must reimburse the State WIC Agency in full or agree to a repayment plan within 30 days of written notification of the claim
✓ Failure to do so will lead to termination of the WIC Vendor Agreement
- A vendor applicant cannot be authorized if any of the vendor applicant's owners, officers or managers currently have or previously had a financial interest in a WIC Vendor that was assessed a claim by the WIC Program and the claim has not been paid in full

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Disqualification

- Ranges from 60 days to permanent
- WIC status may impact status with SNAP (formerly the Food Stamp Program)
 - ✓ Also referred to as Food & Nutrition Services in North Carolina
- Vendor has right to appeal

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Vendor Disqualifications

- Upon disqualification or termination, vendors are required to return their stand-beside equipment to Solutran within 10 business days
 - ✓ Including all cords, cables, scanners and pin pads (if applicable)
 - ✓ Solutran will provide a shipping label
- Failure to return all stand-beside equipment to Solutran will result in the initiation of an ACH debit from the vendor's account
- If a vendor's bank account has been closed, Local Agency Staff will be asked to retrieve all equipment from the vendor location

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Conflict of Interest

- A vendor shall not have any owner(s), officer(s) or manager(s) who are employed, or who have a spouse, child, or parent employed by the State WIC Agency or the Local WIC Agency serving the county in which the vendor conducts business
- A vendor shall not have an employee who handles or transacts food benefits who is employed or has a spouse, child or parent who is employed by the State WIC Agency or the Local WIC Agency serving the county in which the vendor conducts business.
- Ask your staff if they have a spouse, child or parent who works for the WIC program
 - ✓ If they do, report it to your vendor contact at your Local WIC Agency

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Routine Monitoring

- Includes, but is not limited to:
 - Review of exempt infant formula and WIC-eligible nutritionals invoices and receipts
 - ✓ Infant formula purchased and provided to WIC customers must be from a State-approved source
 - ✓ Authorized vendors will have their WIC Vendor Agreement terminated for failure to comply with this requirement
 - Price checks
 - Treatment of WIC customers
 - Ensure stand-beside equipment used to transact eWIC is accessible

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Routine Monitoring continued

- Visits are documented and if violations found:
 - An occurrence of the violation is assessed
 - The vendor must take steps to correct them
 - Will be monitored again within 21 days

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Equitable Treatment

- Section 246.12(h)(3)iii of the Federal WIC Regulations requires WIC-authorized vendors to offer WIC Program participants the same courtesies that are offered to other (non-WIC) customers
 - ✓ WIC customers cannot be excluded from in-store promotions
- Failure to provide the same courtesies to WIC customers is a violation of Federal WIC regulations, thereby constituting a vendor violation
 - ✓ Discrimination on the basis of WIC participation
 - ✓ May result in disqualification

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Definitions

- **Incentive item**- an item or service provided by a vendor to attract customers or encourage customer loyalty
- **Vendor discount**- an in-store promotion that reduces the price or increases the quantity of a given product; a vendor discount could also result from the use of a coupon
- **In-store promotion**- a sales promotion in which a vendor may offer incentive items, vendor discounts or coupons in order to increase sales of certain items or to encourage customer loyalty to the vendor

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Incentive Items

Incentive items must be approved by the North Carolina WIC Program prior to providing them to WIC customers

- The North Carolina WIC Program may approve incentive items-including food, merchandise or services-that a vendor obtained at no cost or that cost a vendor less than \$2.00. Vendors may also provide food sales or specials (vendor discounts) that involve no cost or cost the vendor less than \$2.00.

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Approval for Incentive Items

- To obtain approval to provide incentive items to WIC customers, a vendor must submit a written request directly to the State WIC Agency.
- WIC vendors **cannot** offer incentive items to WIC customers without approval from the State WIC Agency

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Approval for Incentive Items continued

- Following is a list of prohibited incentive items:
 - ✓ Assistance applying for WIC benefits
 - ✓ Transportation for WIC customer to and/or from vendor premises
 - ✓ Delivery of WIC supplemental foods
 - ✓ Lottery tickets
 - ✓ Cash gifts
 - ✓ Any other service that results in a conflict of interest, any item that incurs a liability to the WIC program or violates any Federal, State or Local law or regulation

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In-Store Promotions and Coupons

- Allowing WIC customers to use vendor discounts in WIC purchases reinforces wise food purchasing practices
- Vendor staff/cashiers should be well informed about the use of different types of in-store promotions and coupons
 - ✓ Understand the temporary nature of some offers in order to reduce confusion at the point of sale
 - ✓ Know how to properly transact eWIC using in-store promotions and coupons

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Types of In-Store Promotions and Coupons

- Buy One, Get One Free (BOGO)
- Buy One, Get One at a Reduced Price
- Free ounces added to food item by manufacturer (bonus size items)
- Transaction discounts
- Store loyalty/Rewards cards
- Manufacturers' cents off coupons

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In-Store Promotions: BOGOs and eWIC

- Per the USDA WICEBT Operating Rules:
 - ✓ In a true BOGO, the free item cannot be deducted from the WIC customer's benefit balance or reported to the State WIC Agency
 - ✓ If a food item is advertised as "Buy one, get one free" with the disclosure that each item is sold for half the advertised price, both food items shall be redeemed using WIC benefits and shall reflect an item price of half the advertised price in the transaction
 - Quantity discount
 - If using this methodology for BOGOs, vendors must put this disclosure in store advertising

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Sales Tax & Cash Back



- Sales Tax on Manufacturers' Coupons
 - ✓ Not permitted to tax WIC items, so cannot charge WIC customers tax on manufacturer's coupons
- Cash Back
 - ✓ Not permitted as a result of vendor discount in any WIC transaction

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Reporting Customer Service Issues (Complaints)

- Vendors should report customer service issues (complaints) to the Local WIC Agency concerning:
 - WIC customer inappropriate behavior
 - ✓ Vendors are not required to tolerate behavior from a WIC customer that they would not tolerate from other customers
 - ✓ Complaints about other vendors
- May use form in the Vendor Manual or on the website at <https://www.nutritionnc.com/wic/vendor.htm>

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Training Employees

- Vendor owners/managers are responsible for training all cashiers on WIC as it pertains to the following:
 - ✓ Exempt infant formulas and WIC-eligible nutritionals
<http://nutritionnc.com/wic/vendor.htm>
 - ✓ Allowing same courtesies to WIC customers that are provided to non-WIC customers
 - ✓ Completing eWIC transactions
 - ✓ All other NC WIC-vendor related policies and procedures

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Questions?

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2022 RENEWAL PROCESS

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Completing Required Forms

- To comply with renewal requirements, NCWIC Information Update documents must be completed
- **Corporate Contract Vendors**
 - The corporate office will:
 - ✓ Update the vendor record using the Vendor Portal
 - *Individual corporate contract store* managers must complete annual training and submit the **Verification of Attendance**
- **Non-corporate contract vendors**
 - Pre-populated NCWIC Information Update
 - eWIC Update for Non-Corporate Vendors
 - Verification of Attendance

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NC WIC Information Update

- Pre-populated
- Non-Corporate Contract vendors only
- Review data and make corrections or update information where necessary

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NC WIC Information Update - REMINDER

Have any of the vendor applicant's current owners, officers, or managers been convicted of or had a civil judgment entered against them for any activity indicating a lack of business integrity, including, but not limited to, fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice?

Yes No If Yes, Explain _____

Owner/Officer Signature _____ Title (if Officer) _____ Date _____

DHHS 779 (Revised 10/22)
NATION SERVICES (REVISED 10/23)

- Business Integrity and Signature
- Question must be read and answered
- Must only be signed and dated by an owner or officer (no managers)

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eWIC Update

- Updated information needed on vendor's cash register system
- Stand-beside device or integrated system
- If integrated system:
 - ✓ Point-of-sale provider
 - ✓ Third-party processor
 - ✓ Possible plans for upgrade; time frame
- If stand-beside device:
 - ✓ Possible plans for upgrading to an integrated system

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eWIC Update continued

Why Is This Form Needed?

- Comply with the Electronic Benefit Transfer (EBT) provisions in the Terms of Vendor Agreement
 - Section I, Number 15(e)

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Verification of Attendance Form

- Vendors must check off ALL items they receive in their training packets
- Vendor number must be documented on the form
- Signature of the vendor owner/representative reviewing training ensures the receipt of forms, manual and training materials

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Technical Assistance

- Local WIC Agency is the primary contact for technical assistance regarding:
 - ✓ Exempt infant formulas and WIC-eligible nutritionals
 - ✓ Completing required forms
- Customer service issues (complaints)

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Questions?



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Assurance of Civil Rights Compliance

The vendor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 795); the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Title II and Title III of the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) and as implemented by Department of Justice regulations at 28 CFR Parts 35 and 36; Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency" (August 11, 2000); all provisions required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq.); and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the agency receives Federal financial assistance from FNS, and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

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

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

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